

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
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, August 7, 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

Board President Robles-Solis will be calling the meeting to order, and 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 and Spanish by Dr. DeGenna, Assistant Superintendent, Educational Services.

A.4. Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

Section A: PRELIMINARY II

A.5. Study Session: Communications Overview & Update (Aguilera-Fort/Austin)

The Public Information Officer (PIO) will provide the Board of Trustees an overview and update regarding the District’s Strategic Communication Plan and the efforts put in place to meet District Goal Two: Improve Communication with Parents, Community and Staff of the District Vision, Mission, and Goals & Objectives.

A.6. Closed Session - Public Participation/Comment (Limit three minutes per person per topic)

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

A.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:
 - A. Conference with Legal Counsel – Anticipated Litigation: 1 case
 - B. Conference with Legal Counsel – Existing Litigation: 4 cases
 - OAH Case No. 2019-03-0150
 - OAH Case No. 2019-05-0018
 - OAH Case No. 2019-07-0221
 - J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

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2. Removal/Suspension/Expulsion of a Student (Education Code 48912; 20 U.S.C. Section 1232g):
The Board will consider student matters including:
 - Case No. 18-02 Expulsion Record Expungement (Action Item)
 - Case No. 18-09 Readmission (Action Item)
 - Case No. 18-17 Expulsion (Action Item)

3. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: Assistant Superintendent, Human Resources & Support Services,
and Garcia Hernández & Sawhney, LLP

Association(s): OEA, OSSA, CSEA; and All Unrepresented Personnel –
Administrators, Classified Management, Confidential

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

A.8. Reconvene to Open Session (7:00 PM)

A.9. Report Out of Closed Session

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

REMOVAL/SUSPENSION/EXPULSION OF STUDENTS
(Education Code 48912; 20 U.S.C. Section 1232g)

1. Case No. 18-02 - Expulsion Record Expungement (Action Item)

Motion: _____, Second: _____

ROLL CALL:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

2. Case No. 18-09 - Readmission (Action Item)

Motion: _____, Second: _____

ROLL CALL:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

3. Case No. 18-17 - Expulsion (Action Item)

Motion: _____, Second: _____

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ROLL CALL:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

Section A: PRELIMINARY III

A.10 Introduction of Newly Appointed Oxnard School District Administrators

Introduction of Newly Appointed Oxnard School District Administrators:

- Tyler Higa, Principal, Curren, K-8
- David De Los Santos, Assistant Principal, Frank Middle School
- Cristina Huizar, Assistant Principal, Frank Middle School
- Diana Pérez, Assistant Principal, Soria, K-8
- Tammy Smith, Assistant Principal, Driffill, K-8
- Michelle Styring, Assistant Principal, Driffill, K-8

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Comment (3 minutes per speaker)

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

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

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

B.2. Conduct Public Hearing re: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District’s (District) Initial Proposals for 2019-2020 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

Following this public hearing, it is the recommendation of the Assistant Superintendent of Human Resources & Support Services that the Board of Trustees authorize the District to enter into contract negotiations for the 2019-20 school year and any additional years as may be mutually agreed upon by the parties.

Motion: _____, Second: _____

ROLL CALL:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

Section C: CONSENT AGENDA

(All matters specified as Consent Agenda are considered by the Board to be

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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 ____

C.1. Agreements

It is recommended that the Board approve the following agreements:

C.1. Academic:

#19-60 with CAFE to provide professional development to parents in the Oxnard School District during the 2019-20 school year. Amount not to exceed \$44,000.00, to be paid with Title III funds.

C.1. Enrichment:

#19-67 with Art Trek Inc. to provide enrichment lessons and activities for students participating in the ASES program at the K-8 schools, and the three middle schools, during the 2019-20 school year; amount not to exceed \$36,000.00, to be paid with ASES/LCFF funds.

#19-70 with DrumBus, LLC to provide students in grades 5 and 7 with a therapeutic drum program delivered by trained program facilitators at the school site within the mobile music classroom known as the “Drum Bus”. Amount not to exceed \$50,000.00, to be paid with Title IV funds.

C.1. Facilities:

#19-52 with Interface Children and Family Services establishes the terms between the Oxnard School District and Interface Children and Family Services for use of office space at Chavez Family Resource Center. The amount of \$5,270.40 per year, to be paid to Oxnard School District by Interface Children and Family Services.

#19-53 with Interface Children and Family Services establishes the terms between the Oxnard School District and Interface Children and Family Services for use of office space at Harrington Early Childhood Development Center. The amount of \$4,320.00 per year, to be paid to Oxnard School District by Interface Children and Family Services.

C.1. Special Education:

#19-64 with Jordan Witt Ph.D. Inc., to provide Independent Education Evaluator Services to the Special Education Department during the 2019-2020 academic year including psychoeducational, academic assessment, neuropsychological assessment, and social and emotional evaluation. Amount not to exceed \$20,000.00, to be paid from Special Education funds.

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#19-61 with the Ventura County Office of Education/SELPA to provide Social/Emotional Services Specialist (SESS) services. Amount not to exceed \$224,640.00, to be paid with Special Education funds.

#19-62 with Inclusive Education & Community Partnership to provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Services Department during the 2019-2020 academic school year. Amount not to exceed \$60,000.00, to be paid with Special Education funds.

#19-63 with Inclusive Education & Community Partnership to provide professional development to the staff of the Special Education Services Department during the 2019-2020 school year. Amount not to exceed \$25,000.00, to be paid with Special Education funds.

#19-72 with Center for Developing Kids, Inc. to provide Independent Occupational Therapy Evaluator Services to the Special Education Services Department, during the 2019-2020 academic year, to complete occupational therapy evaluations. Amount not to exceed \$5,000.00, to be paid with Special Education funds.

C.1. Support Services:

#19-59 with American Language Services to provide Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings during the period of August 8, 2019 through June 30, 2020. Amount not to exceed \$14,000.00, to be paid with Title 1 funds.

#19-69 with the County of Ventura to provide programs, preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district's SARB Board, supporting the entire district. Amount not to exceed \$112,060.00, to be paid with MAA funds.

#19-57 with Nigro & Nigro PC to provide a Professional Development workshop relative to Associated Student Body (ASB) accounting procedures for district office and site staff. Amount not to exceed \$1,250.00, to be paid from the General Fund.

C.2. Ratification of Agreements

It is recommended that the Board ratify the following agreements:

C.2. Academic:

#19-73 with California Department of Education – Child Development Division agreement formalizes services to be provided in accordance with Funding Terms and Conditions of the California State Preschool contract #CSPP-9670. Funding allows for the operation of 7 state preschool sites. Program operates for 180 days and follows the Oxnard School District calendar. . Funding in the amount of \$1,493,175.00, to the Oxnard School District, to operate State Preschool Program.

#19-74 with Ellevation Education to provide professional development to teachers in the Oxnard School District during the 2019-2020 school year on the use and deployment of their Ellevation software. Term of Agreement:

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August 1, 2019 through July 31, 2020. Amount not to exceed \$6,000.00, to be paid with LCFF funds.

C.2. Enrichment:

#18-243 with Cecilia Arredondo provided 18 weeks of music lessons in K-1st grades at Elm School, from August 16, 2018 through June 14, 2019. Students were engaged in music fundamentals that included interactive lecture style with music and movement, rhythm instrument use, drum circles, and recorders, in an age-appropriate and fun manner while preparing for a year-end musical performance.

Amount not to exceed \$3,000.00, to be paid from LCFF funds.

C.2. Facilities:

#19-79 with Frog Environmental Inc. to perform the required Annual Comprehensive Facility Compliance Evaluation (ACCFCE) of the district's Transportation facility, during the 2019-2020 fiscal year. Amount not to exceed \$5,000.00, to be paid from the General Fund.

C.2. Personnel:

#19-77 with California State University Channel Islands to provide practice teaching experiences to students enrolled in various authorized credential programs for public school service. The partnership will deliver services in support of the programs that meet the regulations and standards of the California Commission on Teacher Credentialing (CCTC).

#19-78 California State University Channel Islands to provide fieldwork experiences to students enrolled in Early Childhood Studies for public school service. The partnership will deliver services in support of the programs that meet the regulations and standards of the California Commission on Teacher Credentialing (CCTC).

C.2. Special Education:

#19-65 with Children's Therapy Network Inc. to provide supplemental staffing to the Oxnard School District to support private school students on an "as needed" basis during the 2019-2020 academic year. Amount not to exceed \$5,000.00, to be paid with Special Education funds.

#19-66 with Children's Therapy Network Inc. provide supplemental staffing to the Oxnard School District on an "as needed" basis. Amount not to exceed \$60,000.00, to be paid with Special Education funds.

C.2. Support Services:

#18-244 with Ventura County Office of Education and the Oxnard School District will work together to implement an enhanced and expanded Tobacco Use Prevention Education (TUPE) program for a 2-year period beginning July 1, 2018 to June 30, 2020. The budget for this 2-year program was recently confirmed by the state for the amount of \$110,432.00.

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#19-71 with the Ventura County Office of Education, Migrant Education Program, Region 17 to provide identification and recruitment services for the Oxnard School District. VCOE will provide services to Migrant students by hosting Saturday school and intervention programs after school hours during the period of July 1, 2019 through June 30, 2020. Amount not to exceed \$60,000.00, program costs to be reimbursed by VCOE Migrant Education.

#19-58 with LingPerfect Translations. Inc. to provide over the phone translation/interpreting services as needed, during the period of July 1, 2019 through June 30, 2020. Amount not to exceed \$3,000.00, to be paid from Title 1 funds.

#18-01 with Durham School Services to provide Pupil Transportation Services for fiscal year 2019/2020, amount not to exceed \$4,350,000.00, to be paid from the General Fund.

#19-68 with Casa Pacifica to provide transportation services to school-aged children K-8, defined as homeless (including those living in shelters) under Title 1, who require transportation to and from school during the 2019-2020 school year. The District will reimburse Casa Pacifica \$50.00 per day (round trip), per pupil. Amount not to exceed \$21,000.00, to be paid with Title I funds.

Section C: CONSENT AGENDA CONTINUED

C.3. Approval of the 2018-19 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2018-19 Quarterly Report on Williams Uniform Complaint, fourth quarter, as presented.

C.4. 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.

C.5. Ratification of Amendment #1 to Agreement #19-05, Maxim Healthcare Services Inc. (DeGenna/Madden)

It is recommended by the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-05 with Maxim Healthcare Services Inc. At the Board meeting of May 1, 2019, the Board of Trustees approved Agreement #19-05 with Maxim Healthcare Services Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Special Education Services Department on an "as needed" basis for the period of May 2019 through June 30, 2020. Amendment #1 is to include the services for Board Certified Behavior Analyst supervision through the end of the original agreement term.

C.6. Enrollment Report (Penanhoat)

District enrollment as of June 14, 2019 was 16,162. This is 387 less than the same time last year. Information only.

C.7. Ratification of the District's Submission of the 2019-20 Consolidated Application for Funding (Penanhoat/Crandall Plasencia)

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It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees ratify the District's submission of the 2019-2020 Consolidated Application for Funding. Submission of application makes the district eligible for federal categorical funds for the 2019-20 fiscal year.

C.8. Approval of Interfund Transfer (Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board approve the interfund transfer from General Fund to Fund 710 (Retiree Benefits Fund), in the amount of \$ 4,073,144.00.

C.9. Disclosure of Collective Bargaining Agreement with Management & Confidential and OSSA (Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the "Disclosure of Collective Bargaining Agreement" form for Management & Confidential and OSSA as presented.

C.10. Disclosure of Collective Bargaining Agreement with CSEA (Penanhoat)

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

C.11. Purchase Order/Draft Payment Report #19-01 (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 #19-01 as submitted.

C.12. Approval of New Classification and Job Duties for Information Technology Project Coordinator (Nair-Villano)

It is the recommendation of the Personnel Commission and Director of Classified Human Resources, that the Board of Trustees approve the new classification and job duties of Information Technology Project Coordinator, as presented. Based on the need to coordinate, lead and plan, it would be appropriate to place the proposed classification of Information Technology Project Coordinator at range 29. The fiscal impact will vary depending on the number of hours and days of positions created. The salary cost of a full-time 12-month position would range from \$66,102 – \$80,329. Additional costs would also be incurred for health and welfare benefits, etc., in the event that the position was more than six hours per day.

C.13. 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 establishment, abolishment, and reduction of the positions as presented. Fiscal Impact:

Cost for Intermediate School Secretary - \$64,336.00 General

Cost for 2 Family Liaison's - \$108,026.00 General

Cost for Transportation Driver - \$27,361.00 General

Cost for 4 Preschool Teacher's - \$115,864.00 General

Cost for 7 Preschool Assistant's - \$99,379.00 General

Savings for Office Assistant II - \$108,064.00 Site funds

Savings for Campus Assistant - \$5,770.00 General

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C.14. Approval of New Classification and Job Duties for Director, Network Operations (Nair-Villano)

It is the recommendation of the Personnel Commission and Director, Classified Human Resources, that the Board of Trustees approve the new classification and job duties of Director Network Operations, as presented. Based on the salary survey and internal alignment, it would be appropriate to place the proposed classification of Director, Network Operations at salary range \$98,201 – \$116,669 of the management salary schedule. The fiscal impact will vary depending on the number and hours and days of positions created. Additional costs would also be incurred for health and welfare benefits, etc. in the event that the position is more than six hours per day.

C.15. Approval of New Classification and Job Duties for Site Technology Coordinator (Nair-Villano)

It is the recommendation of the Personnel Commission and Director of Classified Human Resources, that the Board of Trustees approve the new classification and job duties of Site Technology Coordinator, as presented. Based on the need to coordinate, lead and plan, it would be appropriate to place the proposed classifications of Site Technology Coordinator at range 29. The fiscal impact will vary depending on the number of hours and days of positions created. The salary cost of a full-time 12-month position would range from \$66,102 – \$80,329. Additional costs would also be incurred for health and welfare benefits, etc. in the event that the position was more than six hours per day.

C.16. Ratification of Amendment #1 to Agreement #18-45 – Behavior Insights, Inc. (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 #18-45 with Behavior Insights, Inc. Amount not to exceed \$40,000.00, to be paid with Special Education funds.

C.17. Ratification of Resolution #19-06 – California Department of Education – Child Development Division Contract #CSPP-9670 (DeGenna/Thomas)

It is the recommendation of the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Resolution #19-06 with the California Department of Education – Child Development Division.

C.18. Ratification of Amendment #1 to Short-Term Payment Agreement #19-54 for the Purchase of iPads in Support of the District’s 1:1 Device Program (Penanhoat/Mitchell)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Chief Information Officer that the Board of Trustees ratify Amendment #1 to Short-Term Payment Agreement #19-54 with Apple Financial Services. The Short-Term Agreement is a “same as cash” agreement with no fiscal impact on the district when paid in full. Apple iPads: The revised fiscal impact on the district for the purchase of 4,500 iPads is \$1,912,363.66, for the 2019-20 FY.

C.19. Ratification of Amendment #3 to Agreement #18-114 – Exceptional Educational Consultants Inc. (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 #3 to Agreement #18-114 with Exceptional Educational Consultants Inc. Amount not to exceed \$11,250.00, to be paid with Special Education funds.

C.20. Approval of Contractor Contingency Allocation No. 005 to Construction Services Agreement

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

#16-199 with Bernards Bros. Inc. for the Elm Elementary School Reconstruction Project (Penanhoat/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approval Contractor Contingency Allocation No. 005 to Construction Services Agreement #16-199 with Bernards Bros Inc. for additional items of work related to the Elm Elementary School Reconstruction Project. Contractor Contingency Allocation No. 005 will be a COST to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of \$42,527.00, to be paid out of the Master Construct and Implementation Funds. The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Elm Elementary School Reconstruction Project. The Remaining Contractor Contingency Balance after Allocation No. 005 will be \$9,343.00.

C.21. Ratification of Change Order No. 18 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project (Penanhoat/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #18 for Master Agreement #16-199 with Bernards Bros, Inc. Amount not to exceed \$6,346.00, to be paid out of the Master Construct and Implementation Funds; within the approved project budget, as per the June 2019 six-month report.

C.22. Ratification of Change Order No. 19 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction (Penanhoat/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #19 for Master Agreement #16-199 with Bernard Bros, Inc. The amount of \$33,806.00, to be paid out of the Master Construct and Implementation funds, within the approved project budget, as per the June 2019 six-month report.

C.23. Ratification of Change Order No. 20 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction (Penanhoat/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #20 for Master Agreement #16-199 with Bernard Bros, Inc. The amount of \$27,556.00, to be paid out of the Master Construct and Implementation Funds; within the approved project budget, as per the June 2019 six-month report.

C.24. Ratification of Change Order No. 21 to Construction Services Agreement #16-199 with Bernards Bros Inc. to Adjust Costs for the Elm Elementary School Reconstruction (Penanhoat/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #21 for Master Agreement #16-199 with Bernard Bros, Inc. The amount of \$34,990.00, to be paid out of the Master Construct and Implementation Funds; within the approved project budget, as per the June 2019 six-month report.

C.25. Ratification of Change Order No. 22 to Construction Services Agreement #16-199 with Bernards Bros Inc. to Adjust Costs for the Elm Elementary School Reconstruction (Penanhoat/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #22 for Master Agreement #16-199 with Bernards Bros, Inc. The amount of \$31,792.00, to be paid out of the Master Construct and Implementation Funds; within the

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approved project budget, as per the June 2019 six-month report.

C.26. Ratification of Change Order No. 23 to Construction Services Agreement #16-199 with Bernards Bros Inc. to Adjust Costs for the Elm Elementary School Reconstruction (Penanhoat/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #23 for Master Agreement #16-199 with Bernard Bros. Inc. The amount of \$20,939.00, to be paid out of the Master Construct and Implementation Funds; within the approved project budget, as per the June 2019 six-month report.

C.27. Ratification of Change Order No. 24 to Construction Services Agreement #16-199 with Bernards Bros Inc. to Adjust Costs for the Elm Elementary School Reconstruction (Penanhoat/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #24 for Master Agreement #16-199 with Bernard Bros. Inc. The amount of \$25,897.00, to be paid out of the Master Construct and Implementation Funds; within the approved project budget, as per the June 2019 six-month report.

C.28. Approval of Contractor Contingency Allocation #10 to the Marshall New Classroom Building Project's Contractor Contingency for an Increase of Cost for Additional Items of Work (Penanhoat/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 10 to the Construction Services Agreement #17-117 with Bernards Bros Inc., for additional items of work related to the Marshall New Classroom Building Project. The amount of \$5,675.00, to be paid out of the Master Construct and Implementation Funds. The remaining Contractor Contingency Balance after Allocation No. 10 will be \$917.00.

C.29. Ratification of Credit Change Order No. 4 to Construction Services Agreement #17-212 with Viola Constructors Inc. to Adjust Costs for the Kinder/Flex Project at McAuliffe Elementary School (Penanhoat/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Credit Change Order No. 4 to Construction Services Agreement #17-212 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at McAuliffe Elementary School. If ratified, the decrease to budget and the allocation from the Program Reserve will be reflected in the District's next Semi-Annual Update to the Master Construct and Implementation Program Report. The amount of \$8,607.58, to be credited to the Master Construct and Implementation Funds.

C.30. Ratification of Change Order No. 5 to Construction Services Agreement #17-218 with Viola Constructors Inc., to Adjust Costs for the Kinder/Flex Project at Ritchen Elementary School (Penanhoat/Fateh/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 5 to Construction Services Agreement #17-218 with Viola Constructors Inc. To provide construction services related to the Kinder/Flex Project at Ritchen Elementary School. The amount of \$8,249.68, to be paid out of the Master Construct and Implementation Funds.

C.31. Ratification of Amendment #2 to Agreement #18-22 with DecisionInsite, LLC (Penanhoat/Briscoe)

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It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation that the Board of Trustees ratify Amendment #2 to Agreement #18-22 with DecisionInsite, LLC. Amount not to exceed \$3,295.00, to be paid out of the General Fund.

C.32. Approval of Contractor Contingency Allocation No. 2 to Construction Services Agreement #17-218 with Viola Incorporated to Adjust Costs for the Ritchen ES Kinder/Flex Project (Penanhoat/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 2 to the Construction Services Agreement #17-218 with Viola Inc., for additional items of work related to the Ritchen Modular Building Project. The amount of \$8,145.29, to be paid out of Contractor Contingency. The remaining Contractor Contingency Balance after approval is \$0.00.

C.33. Approval of Contractor Contingency Allocation No. 1 to Construction Services Agreement #17-215 with Viola Incorporated to Adjust Costs for the Ramona ES Kinder/Flex Project (Penanhoat /CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 1 to Construction Services Agreement #17-215 with Viola Inc., for additional items of work related to the Ramona Modular Building Project. The amount of \$9,133.14, to be paid out of Contractor Contingency. The remaining Contractor Contingency Balance will be \$10,866.86.

C.34. Approval of Notice of Completion, McAuliffe ES Kinder/Flex Project (Penanhoat/CFW)

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.35. Ratification of Amendment # 1 to Agreement #18-72 with 3Chords Inc., dba/Therapy Travelers (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 #18-72 with 3Chords Inc., dba/Therapy Travelers to provide supplemental staffing. Amount not to exceed \$609,081.00, to be paid with Special Education funds. Amendment #1 is required to adjust the total cost billed through the end of the 2018-2019 fiscal year. The new total agreement amount will be \$909,081.00.

C.36. Approval and Adoption of the June 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's Superintendent that the Board accepts and adopts the June 2019 Semi-Annual Implementation Program Update, as an adjustment to the Master Construct and Implementation Program, and the Board directs staff and CFW to proceed with adjustments to the program for immediate implementation.

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

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

funding has been adjusted to approximately \$447.6 Million, based on decreases in projected State Aid due to the availability of hardship funding and decreases in Developer Fee revenues due to slower than anticipated development within the District during the current fiscal year.

C.37. Approval of State Preschool Parent Handbook for 2019-20 (DeGenna/Valdes)

Each year, the Oxnard School District State Preschool Program must review and update a Parent Handbook. The Parent Handbook covers the State Preschool Program for the 2019-2020 school year. It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Early Childhood Education, that the Board of Trustees approve the State Preschool Parent Handbook for 2019-2020.

C.38. Approval of Consultant Services Agreement #19-95 with Leadership Associates, LLC (Aguilera-Fort)

It is the recommendation of the District Superintendent that the Board of Trustees approve the Consultant Services Agreement with Leadership Associates, LLC, as presented. The District agrees to pay the Contractor \$12,000.00, plus travel expenses not to exceed \$1,000.00, amount not to exceed \$13,000.00.

C.39. Approval of Agreement #19-94- All Languages Interpreting & Translating (Aguilera-Fort)

It is recommended by the District Superintendent that the Board of Trustees approve Agreement #19-94 with All Languages Interpreting & Translating to provide simultaneous translation (English/Spanish) at Board Meetings scheduled during the period of July 1, 2019 through June 30, 2020. The cost for services will remain the same as the 2018-2019 agreement with each meeting rate being \$640.00 (for three hours); any meeting going over the three hours will be charged at an additional \$213.33 per hour. Total amount for the 2019-2020 fiscal year would not exceed \$12,000.00, to be paid with General Funds.

C.40. Approval of Agreement #19-93 - Oxnard Performing Arts & Convention Center (Aguilera-Fort)

It is the recommendation of the District Superintendent that the Board of Trustees approve Agreement #19-93 with Oxnard Performing Arts Center. Amount not to exceed \$3,008.00, to be paid from the General Fund.

Section D: ACTION ITEMS

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

D.1. Approval of Revised 2018-19 Compensation for Management and Confidential Employees (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2018-2019 compensation revisions and health and welfare cost relief for the 2019-20 school year, as indicated above. The amount of \$207,084.00, to be paid from the General Fund.

Motion: _____, Second: _____

ROLL CALL:

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

D.2. Approval of Revised Job Descriptions: Assistant Principal, Principal-Elementary, Master Principal-Elementary, Principal-Middle School/K-8, Master Principal-Middle School/K-8 (Vaca)

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 Assistant Superintendent, Human Resources that the Board of Trustees approve the revised job descriptions, as presented.

Motion: _____, Second: _____

ROLL CALL:

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

D.3. Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2018-19 Collective Bargaining Agreement (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the 2018-2019 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), as presented. Health insurance opt out MOU: \$779.904, Sixth grade MOU: not to exceed \$50,000.00; Co-teaching MOU: \$500.00/general education co-teacher.

Motion: _____, Second: _____

ROLL CALL:

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

D.4. Approval of the Revisions to the Oxnard School District and Oxnard Supportive Services Association (“OSSA”) 2018-19 Collective Bargaining Agreement (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2018-2019 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Supportive Services Association, as presented. The amount of \$186,552.00, to be paid from the General Fund.

Motion: _____, Second: _____

ROLL CALL:

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

D.5. Declaration of Need for Fully Qualified Educators for the 2019-20 School Year (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the Declaration of Need for Fully Qualified Educators for the 2019-2020 school year and authorizes its submission to the State of California Commission on Teacher Credentialing.

Motion: _____, Second: _____

ROLL CALL:

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

D.6. Approval of the Revisions to the Oxnard School District and California School Employees

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

Association, Chapter 272 (“CSEA”) 2018-19 Collective Bargaining Agreement (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2018-2019 Collective Bargaining Agreement between the Oxnard School District and the California Employees Association, Chapter 272, as presented. Amount not to exceed \$644,391, to be paid from the general fund.

Motion: _____, Second: _____

ROLL CALL:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

D.7. Approval of the Variable Term Waiver for a Provisional Internship Permit (PIP) Authorization in Special Education for Vanessa Kengni and Ann Cano for the 2019-20 school year (Vaca)

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for a provisional internship permit authorization in Special Education M/M RSP for Vanessa Kengni and Ann Cano, as presented.

Motion: _____, Second: _____

ROLL CALL:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

D.8. Approval of the Variable Term Waiver in Speech Pathology for 2019-20 for Ana Molina (Vaca)

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver in Speech Pathology for Ana Molina, as presented.

Motion: _____, Second: _____

ROLL CALL:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

D.9. Approval of Variable Term Waivers for Bilingual Authorization for 2019-20 (Vaca)

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waivers for bilingual authorization for the 2019-20 school year, as presented.

Motion: _____, Second: _____

ROLL CALL:

Cordes ____, Vega ____, O’Leary ____, Madrigal Lopez ____, Robles-Solis ____

D.10. Approval of Resolution #19-08 of the Board of Trustees of the Oxnard School District Acknowledging the Submission of a Use of Grants Application to the Office of Public School Construction

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

& Diversion of Eligible Pupil Grants from other Projects to the Rose Avenue Reconstruction Project by the Board of Trustees of the Oxnard School District (Aguilera-Fort/Penanhoat/CFW)

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees adopt Resolution #19-08 of the Board of Trustees of the Oxnard School District Acknowledging the Submission of a Use of Grants Application to the Office of Public School Construction for the Rose Avenue Reconstruction Project and Acknowledging that Said Submission will Request the Diversion of Eligible Pupil Grants from Other Projects to the Rose Avenue Reconstruction Project by the Board of Trustees of the Oxnard School District. No identified fiscal impact at this time.

Motion: _____, Second: _____

ROLL CALL:

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

D.11. Approval of Resolution #19-07 of the Board of Trustees of the Oxnard School District, Acknowledging the State Allocation Board's "Application Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Rose Avenue Reconstruction Project (Aguilera-Fort/Penanhoat/CFW)

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees adopt Resolution #19-07 of the Board of Trustees of the Oxnard School District, Acknowledging the State Allocation Board’s “Applications Received Beyond Bond Authority List”, and Authorizing the Superintendent to Submit Project Funding Request Applications for the Rose Avenue Reconstruction Project. No identified fiscal impact at this time.

Motion: _____, Second: _____

ROLL CALL:

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

D.12. Consideration of Approval of Acknowledgement of Obligation and Approval Amendments to Employment Agreements for Cabinet Members (Vaca)

It is the recommendation that the Board of Trustees approve the Acknowledgement and Employment Agreement Amendments attached. The fiscal impact is \$11,313 to be paid out of the general fund.

D.13. Public Meeting – Auction to Enter Into an Agricultural Lease of the Doris/Patterson Property (Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees hold a public meeting to open sealed proposals, and receive any oral proposals, to enter into an agricultural lease of the Doris/Patterson property.

Motion: _____, Second: _____

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

ROLL CALL:

Cordes ___, Vega ___, O’Leary ___, Madrigal Lopez ___, Robles-Solis ___

Section E: APPROVAL OF MINUTES

Moved:
Seconded:
Vote:

E.1. Approval of Minutes

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

- June 19, 2019, Regular Board Meeting
- June 26, 2019, Special Board Meeting

ROLL CALL:

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. First Reading of Board Policies, Regulations and Bylaws

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

- Revision to BP 3290 and New E 3290 – Gifts, Grants and Requests (Penanhoat)

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)

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

**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: August 7, 2019

Agenda Section: Section A: Preliminary

Study Session: Communications Overview & Update (Aguilera-Fort/Austin)

The Public Information Officer (PIO) will provide the Board of Trustees an overview and update regarding the District's Strategic Communication Plan and the efforts put in place to meet District Goal Two: Improve Communication with Parents, Community and Staff of the District Vision, Mission, and Goals & Objectives.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept this item as presented.

ADDITIONAL MATERIALS:

Attached: [Communications Plan Update](#)



District Communications Update

*Letitia Austin, MBA
Public Information Officer*

What is School Communication?



- School communication is a dynamic part of education success
- School communication plays an important role in the type and quality of parent/community involvement
- An effective Public Relations program promotes planned, ongoing, two-way communication between the school and the community.
- School communication helps to build an honest relationship between the school and its various stakeholders



District Vision, Mission, and Goals & Objectives



District Goal Two: *Improve Communication with Parents, Community and Staff*

Objectives:

- 2.1 Develop a **Strategic Communication Plan** ensuring that all segments of the District's stakeholders are reached.
- 2.2 Promote school site accomplishments and programs.
- 2.3 Ensure parent participation in school and district meetings, advisory committees and School Site Councils.
- 2.4 Develop feedback loop opportunities for parents, community and staff.
- 2.5 Continue to implement Cultural Proficiency, Positive Behavior Intervention Support and Restorative Justice.
- 2.6 Develop plan to improve customer service districtwide.

Local Control Accountability 3.6



- Creation of a Public Information Officer (PIO) position to gather and disseminate information pertaining to district events, activities, programs and initiatives.
- Manage media, social media and online presence, community and public relations
- California School Dashboard - Priority 3: Parent Engagement. Enhance the Parent Engagement local indicator as measured on the California Dashboard



Strategic Communication Plan



- Present a clear and concise framework for communicating with our school community.
- The Plan primarily addresses two types of school district audiences:
 - Internal - Students, Teachers, Staff, Governing Board
 - External - Parents/Guardians, Parent Orgs, Business Community, Elected City Officials, Elected State and Federal Legislators, Civic Groups, Community Groups, Education (other school districts and local colleges & universities), Private Schools, Electronic Media (i.e. website, social media sites, email, newsletters, etc.), Media (i.e. newspapers, radio, television, etc.)

Strategic Communication Plan



- The Superintendent's Office and PIO implement and manage community relations, publications, marketing, and offer leadership on all comprehensive communication services and strategies for the district under the direction of the Superintendent.
- Two driving questions for every program or activity should be:
 1. How does this benefit our students?
 2. How do we communicate it to our stakeholders?



Goals/Objectives



- Plan to provide ongoing training and support for administrators in effective communication with staff and the public
- Provide regular information regarding districtwide activities
- Create a system to encourage flow of information from parents/community to the district
- Publish and distribute informational pieces



Goals/Objectives



- Plan to provide ongoing training and support for administrators in effective communication with staff and the public
- Provide regular information regarding districtwide activities
- Create a system to encourage flow of information from parents/community to the district
- Publish and distribute informational pieces



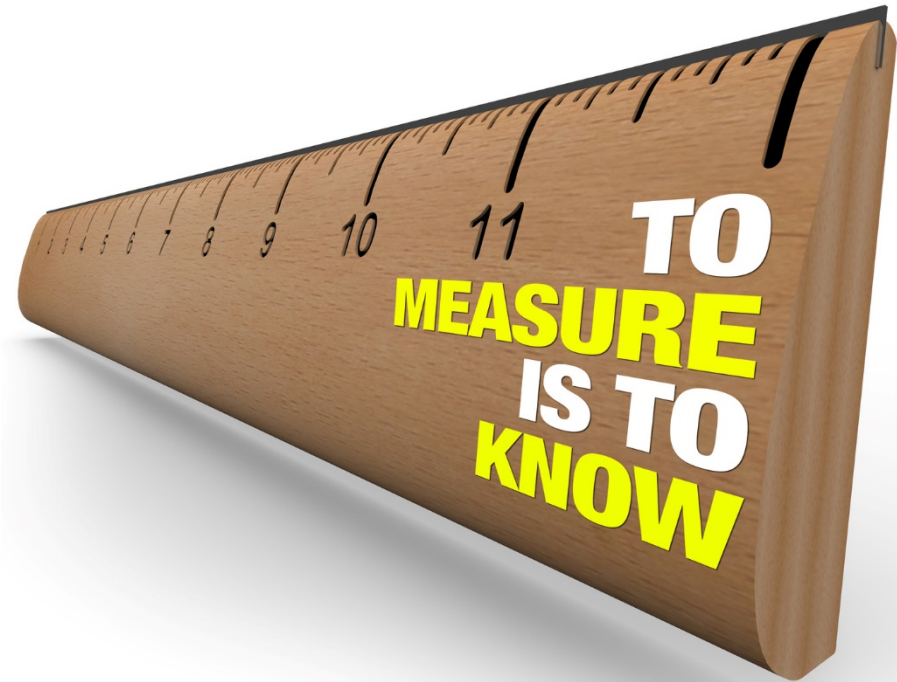
Goals and Objectives

- Communicate with civic, community, and others groups
- Be visible in the community. Attend community organization meeting and events
- Promote the success of Oxnard School District students, teachers, and staff



Accessibility and Accountability

- Benchmarking
- Focus Groups
- Surveys
- Matrix
- Interpersonal Contact



Methods/Tools



The PIO identifies the communication tools that are most widely accepted and preferred by the community served through routine assessments and makes adjustments accordingly.

Our current communication methods are:

- ✓ 21 school websites
- ✓ District website
- ✓ School social media sites
- ✓ District social media sites
- ✓ Digital Flyer System
- ✓ OSD Mobil App
- ✓ News Releases
- ✓ Blackboard Connect
- ✓ Carousel in District lobby
- ✓ OPIE-TV



Methods/Tools of Communications



▶ Facebook @OxnardSchoolDistrict



▶ Twitter @OxnardSD



▶ Instagram @OxnardSchoolDistrict



▶ Oxnard School District

▶ Website: www.OxnardSD.org

Download the FREE Oxnard SD App

- View news stories
- Access school and staff info
- View calendar info
- Receive important alerts



Methods/Tools

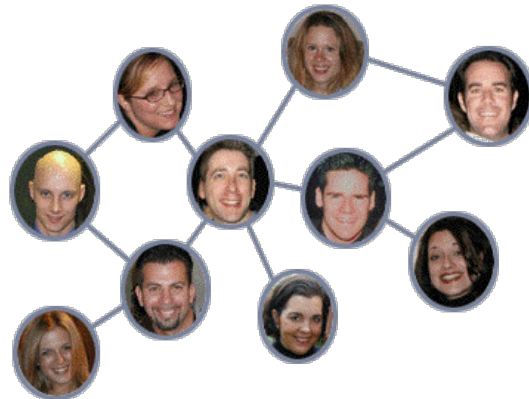


Traditional Media: As more people gather their news and information from online sources, the role of traditional media (television, newspapers, radio) still plays an important role in our society

Blackboard Connect: This very important school communication tool provides the district with the ability to send out:

- ✓ Important notifications
- ✓ Emergency notifications
- ✓ Reminders

Blackboard allows for information to go out quickly and efficiently to parents, staff, and the community on various platforms all at the same time.



Digital Flyer Platform



- ✓ Implemented February 2018
- ✓ Centralized platform that reduces time spent aggregating flyers from multiple sources
- ✓ Sends flyers as images both to subscriber email inboxes AND posts to the homepage for each school site
- ✓ Flyers are WCAG 2.0 A & AA standards
- ✓ Organized approval management for reviewing community organizations
- ✓ Tracks metrics on every flyer sent
- ✓ Removes flyers automatically upon expiration

HOORAY!
WE ARE USING e-FLYERS!

It's now easier than ever to receive information about opportunities for your child!
Oxnard School District is using Peachjar as our electronic flyer communication tool. Electronic flyers are sent directly to your email inbox & posted to the school's website! Look for the Peachjar button on the website's homepage.
If you would like to receive school e-flyers, we need to make sure we have your email address. Check with the school office. To view current flyers, click on the Peachjar button on the school's website.

Benefits of Receiving Peachjar Emails:

- Flyers are sent directly to your email inbox - no more hoping they'll come home in a backpack!
- Access flyers while on the go and sign up for programs and events with just the click of a button!
- Programs sent through Peachjar can help your child build lifelong skills like leadership and self-esteem!
- Easily share program flyers via social media to encourage your child's friends to participate!

Helpful Tips:

- You can scroll through all flyers from your school and community organizations within your email
- Be sure to check your school's Peachjar page for any flyers you may have missed via email
- Click on the "Learn More" or the "Register" buttons for more information about the program or event


Digital Flyer Platform



Announcements

Brekke School Family Tech Night this week! All Grades  Wednesday 6 p.m.

Congratulations Student Council Nadia H. president, Auston N. vice-president, Rylan G. Treasurer, Emani G. Historian, Bianca Z. Secretary

Student's Quiz Reports  Home Connect Renaissance Learning Home Connect

Site Shortcuts

Download the FREE Oxnard SD App 

- View news stories
- View calendar info

Dolphin News

English Language Proficiency Assesments ELPAC

CHAMPS at Brekke

Office Assistant II
Lorena Paz
lpaz@oxnardsd.org

School Office Hours:
7:30 AM-4:00 PM
Student School Day:
TK/K (Monday through Friday)
8:00 am-1:27 pm
Grades 1st-5th
(Mon,Tues,Thurs,Fri) 8:00 am-2:20 pm
Early Dismissal 8:00 am-1:27 pm
Bell Schedule



Calendar

Button on the school's website!

Digital Flyer Platform

How are we doing?

209 Flyers Sent 2017-18 SY

(Timeframe: February 1, 2018 – June 14, 2018)



35

Trees Saved

291,386

Sheets of Paper Saved

1,110 Flyers Sent 2018-19 SY

(Timeframe: August 1, 2018 – June 30, 2019)



212

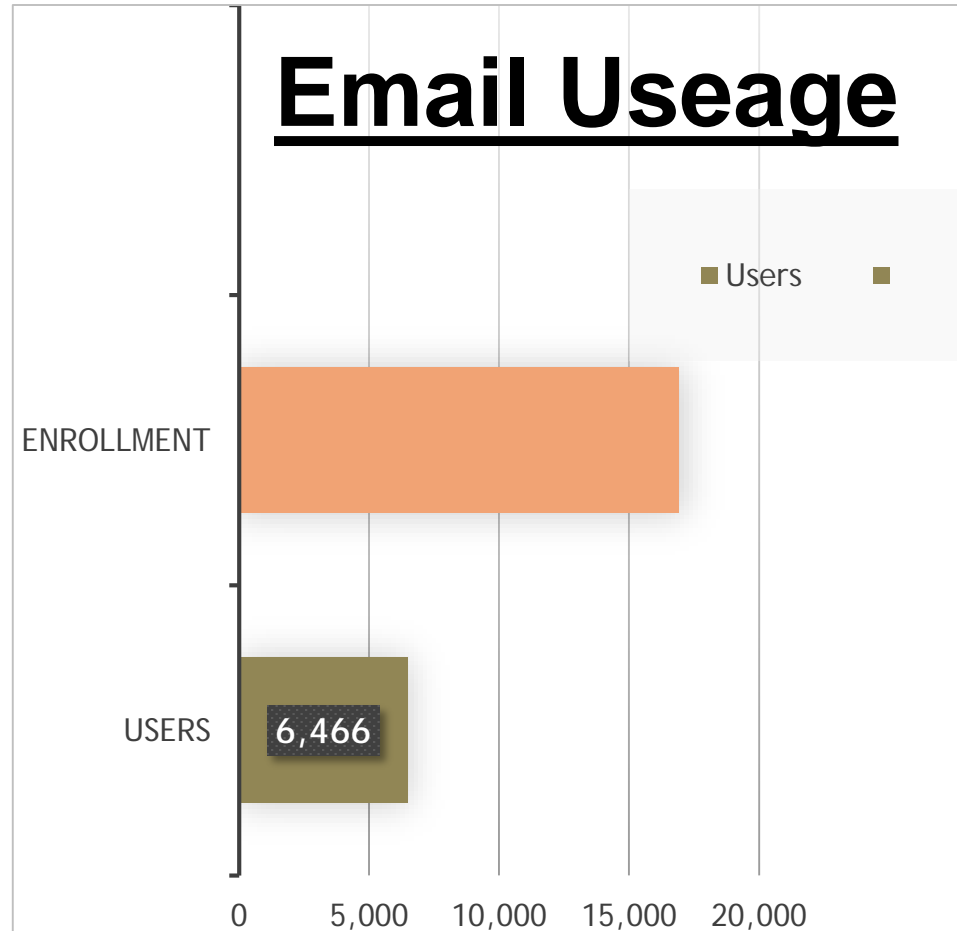
Trees Saved

1,822,766

Sheets of Paper Saved

Digital Flyer Platform

How are we doing?



**Peachjar
Average:**
89.7%

**Oxnard School
District:**

43.4%

Digital Flyer Platform

How are we doing?



OPEN RATES

**OUR DISTRICT
AVERAGE:**

34.3%

**PEACHJAR
AVERAGE:**

38%

Digital Flyer Platform



Attention Parents:
Our School Needs Your Email Address

Info Request: Our school needs an email address for each student's custodial parent/guardian to send school information electronically.

Please support this effort by confidentially sharing your email address.

Please fill out the information below and return it to school if you do not already have parent/guardian email addresses on file.

Student's Name: _____ Grade: _____

Parents' or Guardian's Email Address(es): _____

Email #1: _____ for _____ Parent/Guardian Name

Email #2: _____ for _____ Parent/Guardian Name

Email #3: _____ for _____ Parent/Guardian Name


Returning & New Student Registration

All parents must register their child for the upcoming 2018-19 school year!

Registration Opens Back Up on July 24th.

NEW Students
Please come to the School and fill out a paper Registration Packet

RETURNING Students
is Online on



52.3%
of parents surveyed stated that the #1 benefit to using Peachjar is convenience



peachjar
eflyers

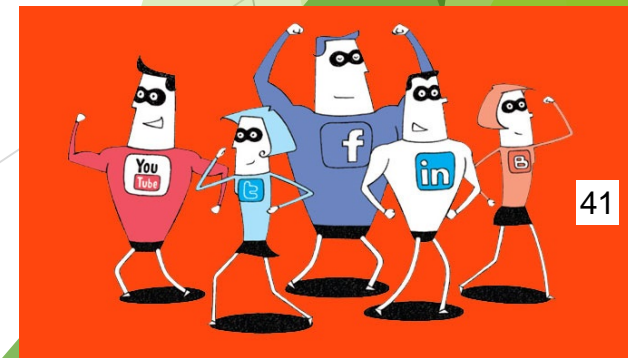
Parents, don't forget to look for your flyer from your school.

Digital Media Team Program



OSD Digital Media Team (DMT) Program

- Digital Media Team member is the “man/woman on the scene” (school site) to capture information and share it on social media.
- DMT member is the school principal and/or principal’s designee for managing social media and app notifications— to spread “good news” and information about school events.
- DMT members are considered collaborative partners who work with school leaders, parent volunteers, counselors, etc. to help tell the good news about their schools.
- DMT will work with the district’s PIO to share information on multiple platforms.
- DMT is NOT a crisis communicator.



Looking forward...



ALL THE NEWS YOU NEED TO KNOW

News Today

WEDNESDAY, OCTOBER 20, 2010
11.00 AM

WHAT'S NEXT?



Oxnard School District Newsletter




Internal Newsletter

- Target audience: Oxnard School District staff
- Distribution: Once a month
- Electronic Distribution

External Newsletter


- Target audience: Parents, Community, Stakeholders
- Distribution: Fall (beginning of SY) and Summer (end of SY)
- Both electronic distribution and hard copy distribution to local agencies, libraries, city offices

Fall 2019



Oxnard School District News

"Strengthening Our Roots"



Karling Aguilera-Fort

Superintendent's Message

This story can fit 175-225 words.

The purpose of a newsletter is to provide specialized information to a targeted audience. Newsletters can be a great way to market your product or service, and also create credibility and build your organization's identity among peers, members, employees, or vendors.

First, determine the audience of the newsletter. This could be anyone who might benefit from the information it contains, for example, employees or people interested in purchasing a product or requesting your service.

You can compile a mailing list from business reply cards, customer information sheets, business cards collected at trade shows, or membership lists. You might consider purchasing a mailing list from a company.

If you explore the Publisher catalog, you will find many publications that match the style of your newsletter.

Next, establish how much time and money you can spend on your newsletter. These factors will help determine how frequently you publish the newsletter and its length. It's recommended that you publish your newsletter at least quarterly so that it's considered a consistent source of information. Your customers or employees will look forward to its arrival.

Mensaje del Superintendente

This story can fit 75-125 words.

Your headline is an important part of the newsletter and should be considered carefully.

In a few words, it should accurately represent the contents of the story and draw readers into the story. Develop the headline before you write the story. This way, the headline will help you keep the story focused.

Examples of possible headlines include Product Wins Industry Award, New Product Can Save

SCHOOL DATES:

FIRST DAY OF SCHOOL
Wednesday, August 21, 2019

THANKSGIVING BREAK
November 25 - 29, 2019

WINTER BREAK
Dec. 23, 2019 - Jan. 10, 2020

SPRING BREAK
April 7 - April 17, 2020

LAST DAY OF SCHOOL
Thursday, June 18, 2020

SCHOOL DATES:

FIRST DAY OF SCHOOL
Wednesday, August 21, 2019

THANKSGIVING BREAK
November 25 - 29, 2019

WINTER BREAK
Dec. 23, 2019 - Jan. 10, 2020

SPRING BREAK
April 7 - April 17, 2020

LAST DAY OF SCHOOL
Thursday, June 18, 2020

Customer Service Survey



EXIT

OSD Customer Service Survey 2018-2019

PARENTS ONLY SURVEY

The Oxnard School District is committed to improving communications with parents, community and staff. Your input is crucial in helping to ensure that we provide the highest level of customer service. "OSD Pride" is a campaign representing an effort by the Oxnard School District to improve overall customer service both internally and externally. To achieve this goal, we would like to gather input from parents, staff, students, community partners, and other stakeholders through the use of this survey.

In this survey, we are interested in learning more about your thoughts, feelings, and attitudes towards your child's school.

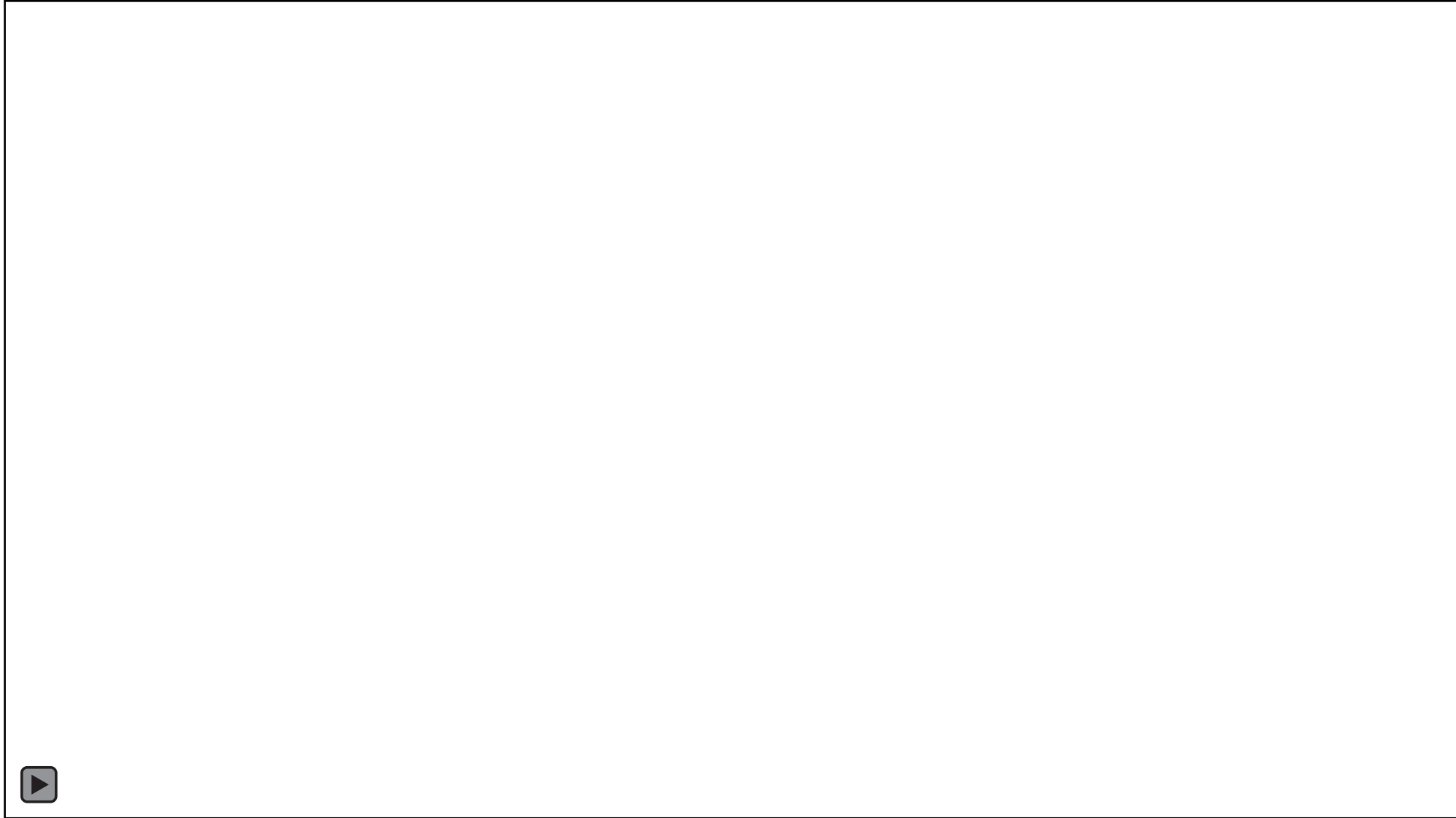
This survey is to help us understand different aspects of the parent/school relationship. Your answers will be used in aggregate, and we will not be evaluating individual responses. As such, please be as honest as possible - there are no right or wrong answers.

Thank you for taking the time to complete this survey.

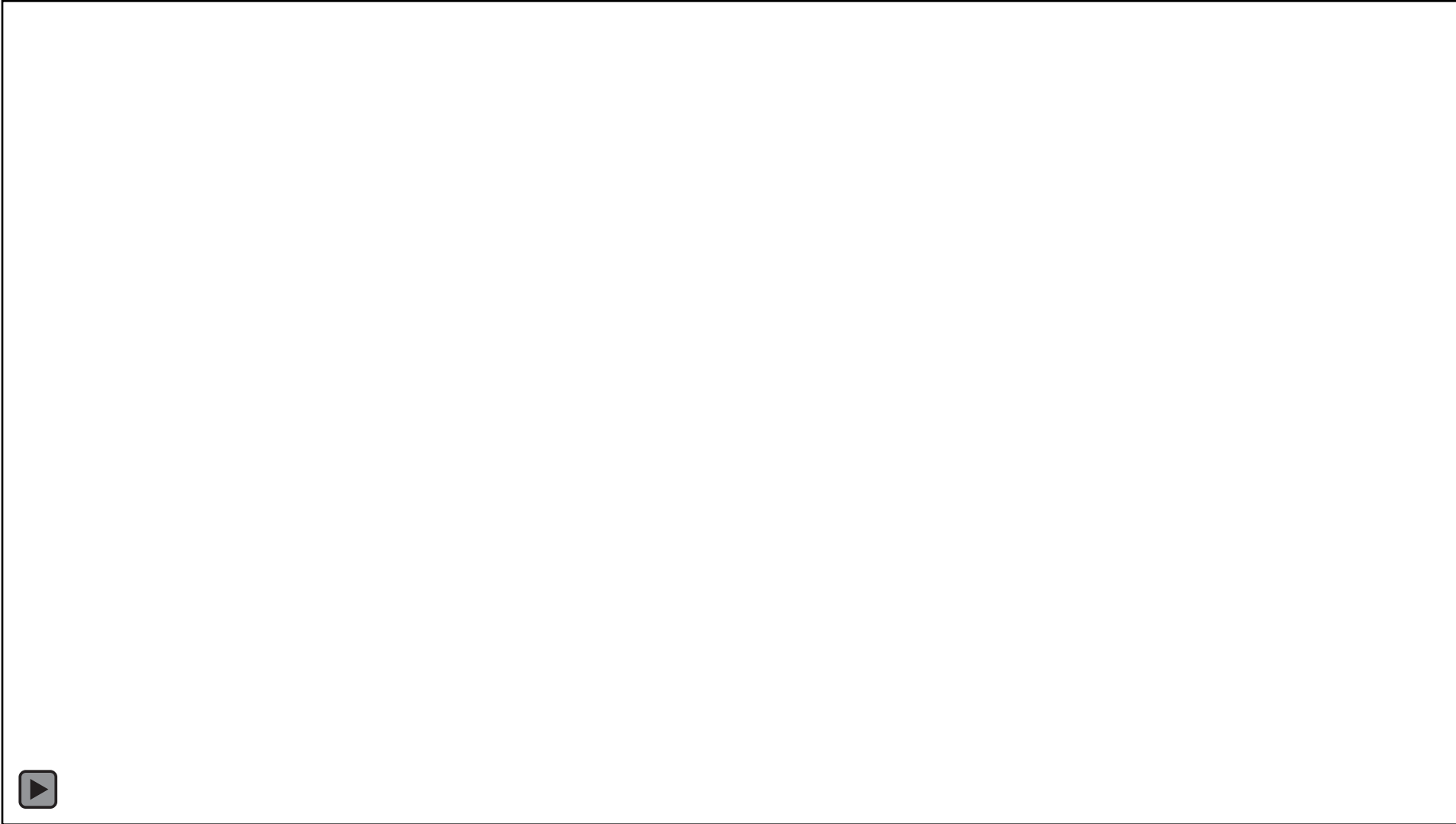
* 1. Are you a Parent with a child(ren) attending an OSD school(s)?

- Yes
- No

Movie Theater Ad #1



Movie Theater Ad #2



OSD Public Information/Public Relations



Archives available on OSD website:

- ✓ Responsible Use of Social Media: Tips for Students & Parents
- ✓ Strategic Communication Plan
- ✓ Media Coverage (2018-19 SY)
- ✓ News Releases (Archives)
- ✓ E-newsletters
- ✓ Digital Media Team (DMT) Program

Contact Information



Ms. Letitia Austin, MBA

Public Information Officer/Public Relations

Office of the Superintendent

laustin@oxnardsd.org

(805) 385-1501, ext. 2129 (office)

(805) 746-0155 (cell)

Questions?

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrators (Vaca)

Introduction of Newly Appointed Oxnard School District Administrators:

- Tyler Higa, Principal, Curren, K-8
- David De Los Santos, Assistant Principal, Frank Middle School
- Cristina Huizar, Assistant Principal, Frank Middle School
- Diana Pérez, Assistant Principal, Soria, K-8
- Tammy Smith, Assistant Principal, Driffill, K-8
- Michelle Styring, Assistant Principal, Driffill, K-8

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

N/A

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section B: Hearing

Conduct Public Hearing re: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2019-2020 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

In accordance with Article XXVIII, Term of Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District and OEA would like to enter into contract negotiations for the 2019-2020 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate the items listed below:

- Article VI: Leaves of Absence
- Article VII: Transfers and Reassignments
- Article IX: Evaluation
- Article XI: Working Hours
- Article XII: Class Size
- Article XIX: Salaries
- Article XX: Employee Benefits
- Article XXVIII: Term of Agreement
- Article XXXI: Specialized Job Classification
- New Article: Professional Courtesy

FISCAL IMPACT:

N/A

RECOMMENDATION:

Following this public hearing, it is the recommendation of the Assistant Superintendent of Human Resources & Support Services that the Board of Trustees authorize the District to enter into contract negotiations for the 2019-20 school year and any additional years as may be mutually agreed upon by the parties.

ADDITIONAL MATERIALS:

Attached: [OSD.OEA Sunshine Proposals 2019-20 \(seven pages\)](#)



OXNARD SCHOOL DISTRICT

11051 South "A" Street • Oxnard, California 93030 • 805/385-1501

May 31, 2019

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

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

Dear President Robles-Solis,

In accordance with Article 28, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association ("OEA") and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2019-2020 school year and any additional years as may be mutually agreed upon by the parties.

The District's negotiating team will continue to have the following members:

Dr. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator
Janet Penanhoat, Deputy Superintendent, Business & Fiscal Services
Dr. Edd Bond, Director, Certificated Human Resources
Dr. Jodi Nocero, Principal, K-8 Representative

The District is requesting to negotiate Article VI (Leaves of Absence), Article VII (Transfers and Reassignments), Article IX (Evaluation), Article XI (Working Hours), Article XIX (Salaries), Article XX (Employee Benefits), Article XXVIII (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article 28, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2019 or March 15 of any successive year, and no later than April 15, 2019 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the district looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,



DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp



OXNARD SCHOOL DISTRICT

11051 South "A" Street • Oxnard, California 93030 • 805/385-1501

May 31, 2019

Anjanette Carrillo
Oxnard Educators Association, Bargaining Chair
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

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

Dear Ms. Carillo,

In accordance with Article 28, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2019-2020 school year and any additional years as may be mutually agreed upon by the parties.

The District's negotiating team will continue to have the following members:

Dr. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator
Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services
Dr. Edd Bond, Director, Certificated Human Resources
Dr. Jodi Nocero, Principal, K-8 School Representative

The District is requesting to negotiate Article VI (Leaves of Absence), Article VII (Transfers and Reassignments), Article IX (Evaluation), Article XI (Working Hours), Article XIX (Salaries), Article XX (Employee Benefits), Article XXVIII (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article 28, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2019 or March 15 of any successive year, and no later than April 15, 2019 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,



DR. JESUS VACA

Assistant Superintendent

Human Resources and Support Services

JV/pp

INITIAL COLLECTIVE BARGAINING PROPOSAL
FROM THE
OXNARD SCHOOL DISTRICT
TO THE
OXNARD EDUCATORS ASSOCIATION
FOR A TERM COMMENCING IN THE
2019-2020 SCHOOL YEAR

May 31, 2019

Pursuant to Article XXVIII (Term) of the collective bargaining agreement between the Oxnard School District (the "District") and the Oxnard Educators Association (the "Association") the District hereby identifies the articles it wishes to negotiate for a new collective bargaining agreement with a term commencing July 1, 2019 as follows:

ARTICLE VI: LEAVES OF ABSENCE

The District seeks to enter into discussion related to leaves of absence.

ARTICLE VII: TRANSFERS AND REASSIGNMENTS

The District seeks to enter into discussion related to transfers and reassignments.

ARTICLE IX: EVALUATION

The District seeks to enter into discussion related to evaluation.

ARTICLE XI: WORKING HOURS

The District seeks to enter into discussion related to working hours.

ARTICLE XIX: SALARIES

The District seeks to bargain salaries and other compensation covered by this article.

ARTICLE XX: EMPLOYEE BENEFITS

The District seeks to bargain employee benefits.

ARTICLE XXVIII: TERM OF AGREEMENT

Among other things, the District seeks to bargain the term for the collective bargaining Agreement.

OEA

Oxnard Educators Association

2775 North Ventura Road, #108 Oxnard, California 93036 (805) 981-6424

May 30, 2019

Dr. Cesar Morales, Superintendent
Oxnard Elementary School District
1051 South "A" Street
Oxnard CA 93030

Dear Superintendent Morales,

The Oxnard Educators Association is presenting bargaining proposals for the successor 2019 – 2020 Collective Bargaining Agreement. We are requesting that these proposals be recommended for public review and hearing at the next regular Board of Trustees' meeting.

Thank you for your attention to this matter.

Sincerely,



Anjanette Carrillo, Bargaining Chair
Oxnard Educators Association

Enclosure

cc: Jesus Vaca, Assistant Superintendent,
Human Resources and Support Services
Mary Jordan, CTA Uniserv Staff
Stacie Thurman, OEA President

**OXNARD EDUCATORS ASSOCIATION
CONTRACT PROPOSALS TO THE COLLECTIVE BARGAINING
AGREEMENT 2019-2010**

The Oxnard Educators Association makes the following proposals to modify, add or delete language to the existing contract. All agreements reached on individual items shall be tentative, subject to final agreement.

1. Article VI: Leaves of Absence
2. Article XII: Class Size
3. Article XIX: Salaries
4. Article XX: Employee Benefits
5. Article XXVII: Term
6. Article XXXI: Specialized Job Classification
7. New Article: Professional Courtesy

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #19-60 – CABE (DeGenna/Batista)

The CABE 2-Inspire Program will provide professional development to parents in the Oxnard School District during the 2019-2020 school year.

The CABE 2-Inspire Program works with parents to increase their knowledge about schooling to ensure that parents have vital information about high-quality educational options for their children. The curriculum informs parents of their role in their children’s education, and works with parents so they can learn how to use the information acquired and develop leadership skills to ensure their participation and collaboration as part of the school community.

FISCAL IMPACT:

Not to exceed \$44,000.00 – Title 3

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-60 with CABE.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-60 - CABE \(3 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OSD AGREEMENT #19-60



California Association for Bilingual Education

20888 Amar Rd, Walnut, CA 91789 Tel (626) 814-4441 Fax (626) 814-4640 info@gocabe.org www.gocabe.org

May 6, 2019

CABE welcomes the opportunity to work with Oxnard School District to offer our Family, School, Community Engagement program. Our program builds the capacity of schools to meaningfully engage parents in their children's education with the outcome being increased student achievement.

The CABE 2-INSPIRE Program works with parents to increase their knowledge about schooling to ensure that parents have vital information about high quality educational options for their children (especially those traditionally underserved and/or attending Program Improvement schools). The Project 2-INSPIRE curriculum informs parents of their role in their children's education, works with parents so they learn how to work with the information acquired and develops parent leadership skills to ensure their participation and collaboration as part of the school community.

All three levels of the program share the same objective and goal: To increase parental engagement in their child's learning at home, school, and/or community; and thereby increase their child's academic achievement. However, each of the levels differs markedly in their approach, strategies, methods, activities, and outcomes for parents and their children.

Level 1- Awareness Level –This level has strong coverage of basic content and skill development delivered through traditional presenter-centered workshop format. The outcome is increased parent knowledge.

Level 2 – Mastery Level (comprised of 12 modules and available to schools and districts participating in the research study) - This participant-centered intensive training is provided at the school with on-going follow-up coaching and mentoring to accomplish two things: First, to help parents, teachers and administrators from the same school apply what they are learning to develop and implement individual action plans; and second, to help parents, teachers, and administrators in the same school develop the skills needed to work together as an effective Family-School-Community collaboration team. These efforts are clearly linked to specific student academic performance standards.

Level 3 – Expert Level (comprised of 16 modules and available to schools and districts participating in the research study) Trainer of Trainers, builds upon the knowledge and skills developed in Level 2 training in two ways: more in-depth coverage of the topics and issues covered; and, development of specific leadership skills, e.g., outreach, group process and facilitation skills to work with diverse communities, as well as how to engage diverse communities in a collaborative strategic planning process for providing children with quality teaching and learning at home, school, and community. This level provides parents with optimal on-going coaching and feedback as well as opportunities to “practice” teaching of the program modules to other parents.

All three levels are designed to provide parents with a strong awareness of California's school accountability system, academic content and performance standards, standards-based report cards,

assessment, public school choice options, and supplemental service providers, in addition to topics identified by parents (e.g., home learning activities, early childhood education, beyond high school opportunities, goal setting and financial planning for college).

The parent engagement program will be offered at your facility to up to 40 parents attending. We encourage you and any teachers from the site to also participate in the program so you have an understanding of what the parents are learning and how you can work together as a team.

In order to facilitate communication and schedule the parent engagement program at your school, we suggest appointing one person to whom we can contact to facilitate conducting the parent outreach and training. This person will have the authority to immediately respond to our requests for meeting space and parent outreach information.

The following is our overall schedule of proposed activities.

1. Approval of Work Proposal and signed District Contract
2. Submit a signed copy to CABE along with PO
3. Site agrees to provide LCD Projector and Screen
4. Meeting with school community to outline program, goals and outcomes
5. Orientation meeting for parents and teachers
6. Schedule parent workshops
7. Conduct meetings according to the approved schedule (weekly, biweekly or monthly workshops for parents)

We will be available to work with your school and help you establish a timeline for the services. Thank you again for this opportunity to work with you on this program to effectively engage parents and raise student achievement at your school.

Respectfully,



Jan Gustafson
CABE Chief Executive Officer

**SCOPE OF WORK PROPOSAL
CABE PROJECT 2-INSPIRE FAMILY, SCHOOL, COMMUNITY ENGAGEMENT PROGRAM**

CABE parent specialists will conduct a series of (16) Spanish 3-hour Expert Level parent leadership development sessions using the Project 2-INSPIRE Level 3 Curriculum for a maximum capacity of 40 parents, \$195.00 for each additional attendee. As well as 2 cohorts of a series of (12) Spanish 3-hour Mastery Level parent leadership development sessions using the Project 2-INSPIRE Level 2 Curriculum for a maximum capacity of 40 parents, \$175.00 for each additional attendee. These sessions will be scheduled per a timeline approved by designated site staff and CABE's Parents Specialist availability. The CABE parent specialist will work with the contact to ensure that all activities are completed and conducted in the best possible manner. This site person will provide all relevant information so that the program is carried out as designed to ensure positive outcomes for parents, students and the school community.

The following services will be available:

1. Conduct 16 Level 3, 3-hour parent engagement sessions according to the approved schedule at the District Level (weekly, biweekly or monthly): 40 Parents at District Office
2. Conduct (3) 12 Level 2, 3-hour parent engagement sessions according to the approved schedule at the District Level (weekly, biweekly or monthly): 40 Parents Cohort Level 2, 40 Parents at New Cohort Level 2

Payments will be made in the following manner:

- At contract signing half of total fees will be due
- **TOTAL \$12,500+ \$10,500+\$10,500+10,500=\$44,000**
- A signed copy of the proposal along with a PO needs to be submitted to CABE
- Checks will be made payable to the California Association for Bilingual Education.

We will schedule the work for this project upon acceptance of this proposal, a signed district contract and will deliver the program based on your approved schedule for you.

CABE CEO



CABE HQ
20888 Amar Rd.
Walnut, CA 91789

Lisa A. Franz, Director, Purchasing
Oxnard School District
1051 South A. St.
Oxnard, CA 93093

May 6, 2019

Date: _____

Tax ID #:953151449



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2019

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).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA. LIC. # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Brenda Aldape PHONE (A/C. No. Ext): 818.539.8602 E-MAIL ADDRESS: Brenda_Aldape@ajg.com	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
INSURED CALIASS-06 California Association for Bilingual Education 20888 Amar Road Walnut, CA 91789	INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18058

COVERAGES

CERTIFICATE NUMBER: 1307911100

REVISION NUMBER:

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

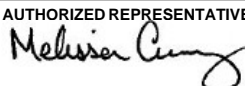
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK1884778	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1884778	12/1/2018	12/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Collision \$ 100/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB648354	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK1884778	12/1/2018	12/1/2019	Per Claim \$1,000,000 Aggregate \$3,000,000

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

Policy: Sexual/Physical Abuse or Molestation Liability
 Policy#: PHPK1884778
 Carrier: Philadelphia Indemnity Insurance Company
 Policy Term: 12/1/2018 To 12/1/2019
 Per Claim: \$1,000,000 / Aggregate: \$1,000,000
 RE: Project 2INSPIRE Family Engagement Workshop; August 21, 28, Sept 4, 11, 18, 25, Oct 2, 9, 16, 23, 30, Nov 6, 13, 27, Dec 4, 11, 18 2019, Jan 15, 22, 29, Feb 5, 12, 19, 26, March 4, 11, 18, 25, April 1, 15, 22, 29, May 6, 13, 20, 27, June 3 2020.

Oxnard School District is named additional insured with respect to the operations of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District 1051 South A St Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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63

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #19-67 – Art Trek Inc. (DeGenna/Shea)

Art Trek Inc. will provide enrichment lessons and activities for students participating in the ASES program at the K-8 schools, and the three middle schools, during the 2019-20 school year.

FISCAL IMPACT:

Not to Exceed \$36,000.00 – ASES/LCFF

RECOMMENDATION:

It is the recommendation of the Manager, Special Programs , and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-67 with Art Trek Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-67 - Art Trek Inc. \(1 Page\)](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #19-70 – DrumBus, LLC (DeGenna/Ridge)

The OSD Drum Bus Program will focus on students in grades 5 and 7 with a therapeutic drum program delivered by trained program facilitators at the school site within the mobile music classroom known as the “Drum Bus”. The program will utilize the evidenced-based program “Beat the Odds” from UCLA’s Center for the Healing Arts. Beat the Odds® integrates activities from group drumming and group counseling to build core social-emotional strengths such as focus and listening (a constant theme throughout the program), team building, positive risk taking, self-esteem, awareness of others, leadership, expressing feelings, managing anger/stress, empathy and gratitude.

UCLA researchers have shown that Beat the Odds® can significantly reduce a spectrum of behavior problems in children, such as behaviors related to inattention, withdrawn/depression, posttraumatic stress, anxiety, attention deficit/hyperactivity, oppositional defiance, and sluggish cognitive tempo. (Ho, Tsao, Bloch, & Zeltzer, 2011)

The Drum Bus program will serve targeted student groups at all OSD school sites with the use of the Beat the Odds curriculum. In addition, the program will maintain a more intensive focus upon the District’s Opportunity Class setting which is located at each of OSD’s three (3) middle schools.

The Drum Bus program will measure its positive impact on the school climate and community via the California Healthy Kids Survey (CHKS) within three (3) critical areas listed below. Students within the Opportunity Classroom setting will be monitored with the use of pre and post surveys. The expected outcome for students in the Opportunity classroom setting is to provide a description of how the Drum Bus program has assisted them in focusing (attention), working with classmates, managing difficult emotions and having positive self-esteem.

Term of Agreement: September 4, 2019 through May 31, 2020

FISCAL IMPACT:

Not to exceed \$50,000.00 - Title IV

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-70 with DrumBus,

LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-70 - DrumBus, LLC \(4 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT
CONSULTANT AGREEMENT #19-70

This agreement is made and entered into as of this 7th day of August 2019 by and between the Oxnard School District, Ventura County, California, hereinafter referred to as the “District” and the independent contractor hereinafter referred to as the “Consultant”.

Name of the Consultant: Mike Liston: CEO DrumBus, LLC

Contact Info: 4842 Skycrest Circle
Salt Lake City, UT 84108
801.243.6430
mike@DrumBus.com

Tax ID: 26-4461041

Description of Services: Therapeutic drumming (see below)

Date(s) of Service: To begin September 4, 2019 and end by May 31, 2020

Site(s) Where Service is to be Performed: Oxnard School District school sites

This District agrees to compensate the consultant for services rendered as follows:

Compensation for Services: \$50,000

Total Amount Not to Exceed: \$50,000

To Be Paid as Follows: Monthly invoice for days of service with daily rate at \$565

Executive Summary

DrumBus® will provide hands-on musical activities for thousands of students in Oxnard elementary and middle school campuses with the specific goals of increasing communication skills, increasing students’ personal wellness, reducing social friction in school communities, and providing opportunities for artistic expression, personal creativity, empathy, awareness of others, and the development of leadership skills.

The program will target specific student groups in order to maximize impact by focusing upon students in fifth grade and seventh grade at K-5 and K-8 sites. Additionally, the program will also provide an intensive focus on students within the Opportunity Class at each of the middle school sites. Altogether, the program will provide service to approximately 1,900 fifth grade students and 1,900 seventh grade students. In the Opportunity Class, approximately 60 students will be served in grades six through eight,

The DrumBus is a self-equipped mobile classroom. Students participate while seated inside the bus, all instruments and instruction are provided. A teacher with valid CA teaching credential must be present at all times, but DrumBus facilitators will provide all behavior management and instruction during the musical activities.

The DrumBus program will utilize the evidenced-based “Beat the Odds” curriculum from UCLA’s Center for the Healing Arts. Beat the Odds® integrates activities from group drumming and group counseling to build core social-emotional strengths such as maintaining focus and attentive listening, team building, positive risk taking, self-esteem, awareness of others, leadership, expressing feelings, managing anger/stress, empathy and gratitude. UCLA researchers have shown that Beat the Odds® can significantly reduce a spectrum of behavior problems in children, such as behaviors related to inattention, withdrawn/depression, posttraumatic stress, anxiety, attention deficit/hyperactivity, oppositional defiance, and sluggish cognitive tempo. (Ho, Tsao, Bloch, & Zeltzer, 2011)

OXNARD SCHOOL DISTRICT
CONSULTANT AGREEMENT #19-70

Therapeutic drumming is perfectly suited for many of the unique social and cultural challenges of OSD because music is “the universal language.” Students can participate, contribute, and even demonstrate leadership, regardless of language or level of previous musical experience. Participation in the drumming activities is not precluded by test scores, language proficiency, socioeconomic status, or any other factors, and in that sense, is a fantastically level playing field. Everyone participates, all instruments provided, no experience necessary, 100% hands-on, musical education, with numerous opportunities for individual and group success. Multiculturalism and appreciation of diversity are core components of every lesson, and the instruments the students play represent a variety of cultures worldwide.

The DrumBus program will measure its impact on the school communities via the California Healthy Kids Survey (CHKS). Students within the Opportunity Classroom setting will be monitored with the use of pre and post surveys. CHKS surveys will assess outcomes in the Opportunity Classroom setting, describing how the DrumBus program assisted the students in focusing their attention, collaborating with classmates, managing difficult emotions and having positive self-esteem.

Program Overview

Total number of students: Approximately 2,500

Frequency: DrumBus will support students In Oxnard School District for a total of 88 days. 5th graders will receive 4 hours per student over 4 visits. Middle schools will receive 12-16 visits for the Opportunity classes. DrumBus will also facilitate several staff development days either on the DrumBus or inside a building as part of special meetings or team-building functions. These could be for staff at individual schools, OSD district office personnel, a meeting with principals, community members, or special parental groups. Periodically we’ll work with the SDC classrooms.

Maximum class size on the DrumBus: 36 students. Students will rotate through the DrumBus in groups of 36, for 50-minutes each group, until all students have participated. Sessions will include drumming and reflection.

Facilitators: DrumBus will hire, train, and support the facilitators. Selecting the right facilitators is paramount since they will literally make or break this program. It is essential that we hire people from within the community that can relate with and know how to connect with the students being served.

Training: Each facilitator will receive up to 20 hours of training as a DCF (drum circle facilitator) and trained specifically in the Beat the Odds program. DrumBus will provide this training. We request an Oxnard school to hold the trainings.

Trainers: Cameron Tummel, a professional interactive rhythm-event facilitator and trainer for 25 years, will lead the project. Cameron, in conjunction with other DrumBus staff, will conduct the facilitator trainings. He will also be on site, at the schools, working directly with facilitators about half the time.

Expenses: DrumBus will provide the classroom (DrumBus), hire and train facilitators, maintain the DrumBus, keep it in good mechanical condition, pay for all gas, insurance and maintenance.

Safety: The DrumBus will always be parked while students are on board. The bus will never travel with students on board; however, the bus meets all safety standards for school buses as described in California law.

OXNARD SCHOOL DISTRICT
CONSULTANT AGREEMENT #19-70

Stipulations

Indemnification. Provider 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 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 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 by Provider, Provider’s agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

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

Workers’ Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers’ Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Provider 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. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider’s insurance covers the subcontractor and its employees.

Automobile Liability. If vehicles will be driven on district property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Personal vehicles:	\$ 500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 combined single limit

OXNARD SCHOOL DISTRICT
CONSULTANT AGREEMENT #19-70

Provider's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

- Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
<input type="checkbox"/> Abuse and Molestation	\$ 1,000,000.00	\$2,000,000.00

Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

Provider's and any and all Provider subcontractor's Commercial General Liability insurance and Abuse and Molestation coverage shall name the Oxnard School District, its employees, and school board members as additional insureds.

Facilities. Oxnard School District agrees to provide a parking space located at the Educational Services Center for the DrumBus when it is not in service. Oxnard School District assumes no liability for any damages done to the bus while on District property not expressly addressed within existing insurance policy coverage by the Consultant and District.

Termination: Either party may terminate this AGREEMENT without cause upon thirty (30) days written notice.

DRUMBUS, LLC:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Mike Liston, Owner, DrumBus LLC

Typed Name/Title

Lisa Franz, Director of Purchasing

Typed Name/Title

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Facilities Agreement

**Approval of Agreement/MOU #19-52 - Interface Children & Family Services
(DeGenna/Thomas)**

Agreement/MOU #19-52 establishes the terms between the Oxnard School District and Interface Children and Family Services for use of office space at Chavez Family Resource Center.

Term of the Agreement/MOU: August 8, 2019 to June 30, 2020

FISCAL IMPACT:

\$5,270.40 per year to be paid to Oxnard School District by Interface Children and Family Services.

RECOMMENDATION:

It is the recommendation of the Director of Curriculum, Instruction, and Accountability, and the Assistant Superintendent Educational Services, that the Board of Trustees approve Agreement/MOU #19-52 with Interface Children and Family Services.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #19-52 - Interface Children & Family Services \(13 Pages\)](#)

OSD AGREEMENT #19-52

**MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN INTERFACE CHILDREN & FAMILY
SERVICES AND THE OXNARD SCHOOL DISTRICT
CHAVEZ SCHOOL**

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Interface Children & Family Services (“Interface” or “Lessee”) and the Oxnard School District (the “District” or “Lessor”). Interface and the District shall sometimes be referred to herein as the “Parties” or individually a “Party”)

WHEREAS, Interface and the District wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Interface will occupy two rooms (the “Space” or the “Facility”) in the Family Resource Center (FRC) on the premises of the District’s Chavez School at 301 N. Marquita Street, Oxnard, California (the “Chavez Site”);

WHEREAS, the District believes that it is in the best interest of the District, Interface, the students and teachers of the District, the parents of the students of the District, and the public to allow Interface to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The initial term of this MOU shall commence on August 8, 2019 and end on June 30, 2020 (the “Initial Term”) subject only to termination in accordance with this MOU. The Initial Term may be extended for additional one-year periods subject to the following conditions:

- (a) Interface shall notify the District by February 15th of each year requesting extension of the MOU for another year one-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Initial Term or any extension thereof, Interface notifies the District that it wishes to extend the term, the District may, in its sole discretion, offer Interface alternative and essentially equivalent premises at another school site within the District, provided that the District gives Interface not less than ninety days prior written notice of its election to do so.

(b) The District may deny any and all extensions beyond the Initial Term if there is an uncured breach of this MOU or if the District, in its sole discretion, requires the use of the Facility. The District shall notify Interface of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space

2.1 ALLOCATION OF SPACE.

The District hereby allocates to Interface, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Interface and the District where Interface will occupy two rooms for the sole purpose of operating First 5/NfL (the “Program”). Interface will provide the District, no later than April 30th of each year, a copy of the program instructional and staffing calendar for the future fiscal year. Program staff shall use the restrooms in the Administration Building, shared with others. Interface and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Chavez School. Interface understands and agrees that it will cooperate with other persons using the premises at Chavez School and will reach amicable arrangements concerning such use.

(b) Interface acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Interface has not relied on any representation, statement, or warranty of the District or anyone acting for or on behalf of the District; (ii) Interface is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) the District makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

2.2 SPACE IMPROVEMENTS.

Interface may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of the District.

2.3 REPRESENTATIONS AND WARRANTIES OF INTERFACE.

Interface represents and warrants to the District that:

(a) Interface is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Interface will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Interface has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU

have been duly authorized by all necessary actions on the part of Interface and do not require any further approvals or consents.

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

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

Interface shall be entitled to use the Facility solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

Interface shall not do or permit anything to be done, without the prior written consent of the District, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Interface sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Interface shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Interface shall not use or allow the Facility to be used for any improper or objectionable purpose, nor shall Interface cause, maintain, or permit any nuisance in, on, or about the Space. Interface shall not commit or suffer to be committed any waste in or upon the Space. Interface shall be responsible for the repair or replacement of any property of the District that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) Interface shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Interface shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Interface shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Interface's occupancy of the Space. Interface shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Interface. Nothing in this section is intended to obligate Interface to be responsible for or require Interface to regulate the actions of any third parties not under the control of Interface.

(b) Interface shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the

duration of this MOU. Interface shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Interface shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and the District and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Interface shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Interface transacts its business.

3.4 FINGERPRINTING.

Interface shall ensure that any persons admitted by Interface to the Space, who are likely to have contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Interface's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, Interface shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Interface shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to the District is left behind after Interface vacates the Space, the District may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Interface.

Article 4. Fees

4.1 During the term of this MOU, Interface will pay to the District a monthly rental fee in the amount of \$439.20, calculated on 244 square feet at \$1.80 per square foot. The rental fee shall be due on the first of each month. Both parties agree to adjust the rental fee annually based on the Consumer Price Index (CPI).

Article 5. Compliance with Laws

5.1 Interface shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Facility that might threaten the exterior or structural elements of the District's property.

5.2 Interface shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with

Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT.

Interface shall be responsible for providing any personal property, including equipment, appliances and furnishing required for the operation of the Space and/or the Program. Facilities and furnishings and equipment provided to Interface by the District, if any, shall remain the property of the District.

6.2 SITE MAINTENANCE

Interface shall maintain the Space in good condition suitable for the Program.

6.3 REQUIRED NOTICE – EMERGENCY.

Interface shall immediately inform the District or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District’s students, volunteers, employees or teachers. Interface shall cooperate with, and participate in, any lockdowns or exigent security procedures required by the District.

Article 7. Indemnification

7.1 **Lessee’s Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, 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) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessee, or by any individual or entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor’s real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and

defend Lessor and its members as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

_____ (Initials)

Lessor's Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, 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) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

_____ (Initials)

Article 8. Insurance

8.1 REQUIRED INTERFACE INSURANCE.

Interface, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Interface and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) The District is to be named as an additional insured as respects work performed by or on behalf of Interface under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers' compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respect the District, and any insurance or self-insurance maintained by the District shall be in excess of Interface's insurance coverage and shall not contribute to Interface's coverage. The District is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Interface to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the District.

8.3 COPIES.

Interface shall provide to the District a copy of all Certificates of Insurance and additional insured endorsements, and 30 days Notice of Cancellation Clause endorsements belonging to Interface and that apply to Interface and its use of the Facility.

Article 9. Access by the District

9.1 The District or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a)

for the purpose of making repairs in or to the Facility; (b) as required by law or emergency; and (c) to examine the Space. The District shall maintain a set of keys to the Space.

Article 10. Miscellaneous

10.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

10.2 MODIFICATION.

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

10.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Interface and the District shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 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 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.

10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU 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.

10.6 COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to the District shall be addressed to:
Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030
Attn: Janet Penanhoat

Notice shall be given to Interface at the following address:
Interface Children & Family Services
4001 Mission Oaks Blvd. I
Camarillo, CA 93012
Attn: Erik Sternad, Executive Director

Article 11. Assignment and Subletting

11.1 Interface shall not assign its rights or delegate its duties under this MOU. Interface shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from the District. In addition, Interface shall not allow any other person and/or entity to use the Space without the prior written consent from the District.

Article 12. Dispute Resolution

12.1 Disputes between Interface and the District regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to

resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, the representatives from Interface shall meet with representatives from the District in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Interface and the District. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY INTERFACE.

The occurrence of any of the following shall constitute a material default and breach of this MOU by Interface:

(a) Any failure by Interface to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Interface to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Interface for more than 90 days.

(d) A failure by Interface to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Interface shall not be deemed to be in default if Interface shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Interface is unable to pay its debts in the ordinary course of business as they come due.

(f) 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 Interface, and the same is not discharged within ninety (90) days of commencement.

(g) If Interface has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by the District of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 THE DISTRICT REMEDIES.

If Interface commits any such material default and/or breach as defined in Article 13, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason or such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Interface's right to possession irrespective of whether Interface shall have abandoned the Space. In such case, the District may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Interface has abandoned the Space and any property not belonging to the District has been left behind, the District may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Interface. The District may also allow others to use the Space, in which case the MOU shall terminate.

(b) Terminate Interface's right to possession by any lawful means, in which case this MOU shall terminate and Interface shall immediately surrender possession of the Space to the District. In such event the District shall be entitled to recover from Interface any unpaid invoices for all costs and expenses incurred by the District in connection with the termination of Interface's possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY INTERFACE FOR CONVENIENCE.

Interface may terminate this MOU for its convenience, by providing 60-days written notice of termination to the District.

15.2 TERMINATION BY THE DISTRICT FOR CONVENIENCE.

The District may terminate this MOU for its convenience by providing 60 days written notice to Interface.

INTERFACE CHILDREN & FAMILY SERVICES

By: _____

Name: Erik Sternad

Title: Executive Director

Date: _____

OXNARD SCHOOL DISTRICT

By: _____

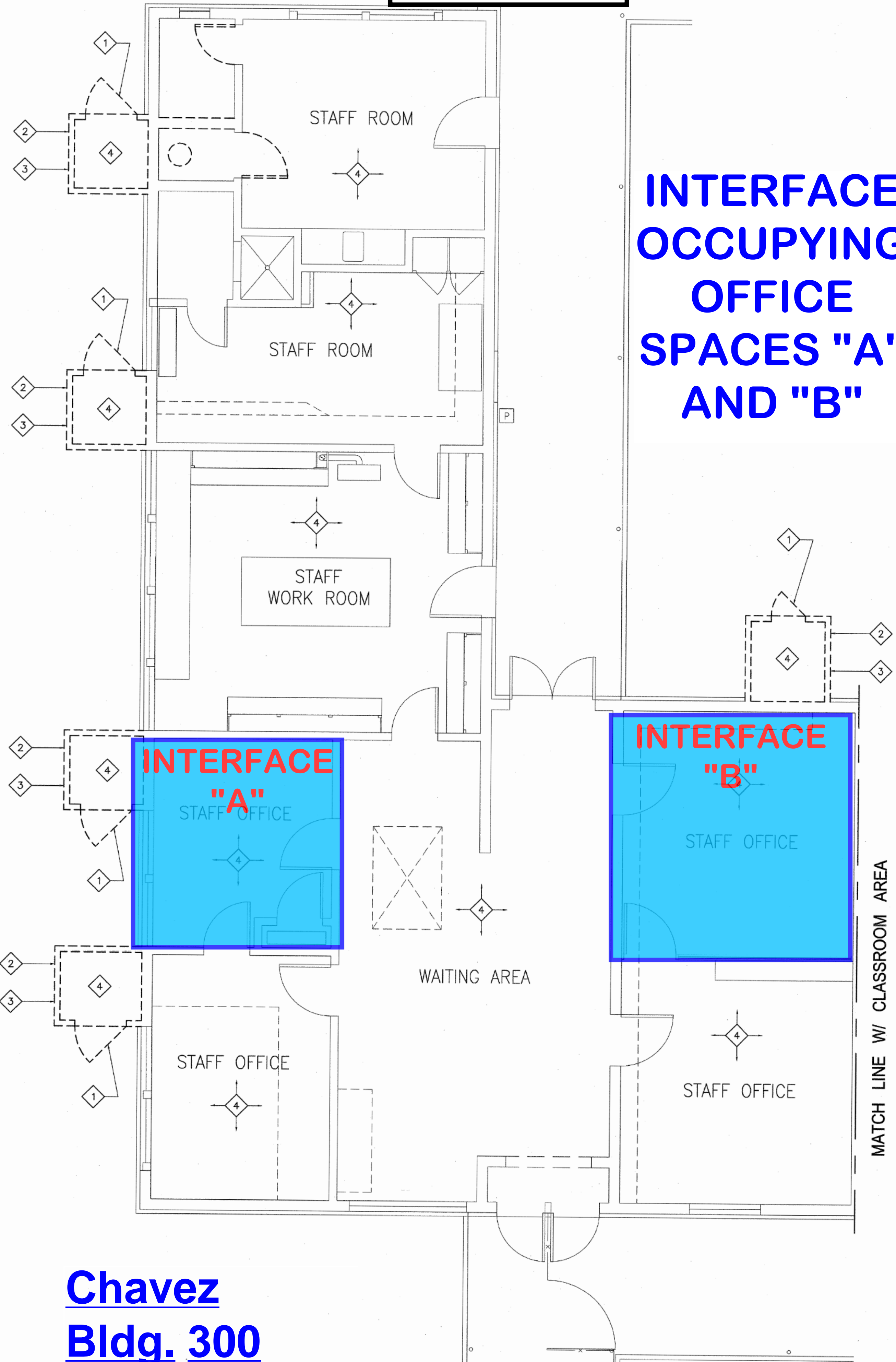
Name: Lisa Franz

Title: Director of Purchasing

Date: _____

EXHIBIT "A"

**INTERFACE
OCCUPYING
OFFICE
SPACES "A"
AND "B"**



Chavez
Bldg. 300

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Facilities Agreement

**Approval of Agreement/MOU #19-53 - Interface Children and Family Services
(DeGenna/Thomas)**

Agreement/MOU #19-53 establishes the terms between the Oxnard School District and Interface Children and Family Services for use of office space at Harrington Early Childhood Development Center.

Term of the Agreement/MOU: August 8, 2019 to June 30, 2020

FISCAL IMPACT:

\$4,320.00 per year to be paid to Oxnard School District by Interface Children and Family Services.

RECOMMENDATION:

It is the recommendation of the Director of Curriculum, Instruction, and Accountability, and the Assistant Superintendent Educational Services, that the Board of Trustees approve Agreement/MOU #19-53 with Interface Children and Family Services.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #19-53 - Interface Children & Family Services \(13 Pages\)](#)

OSD AGREEMENT #19-53

**MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN INTERFACE CHILDREN & FAMILY
SERVICES AND THE OXNARD SCHOOL DISTRICT
HARRINGTON SCHOOL**

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Interface Children & Family Services (“Interface” or “Lessee”) and the Oxnard School District (the “District” or “Lessor”). Interface and the District shall sometimes be referred to herein as the “Parties” or individually a “Party”)

WHEREAS, Interface and the District wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Interface will occupy two rooms (the “Space” or the “Facility”) in the Family Resource Center (FRC) on the premises of the District’s Harrington School at 451 E. Olive Street, Oxnard, California (the “Harrington Site”);

WHEREAS, the District believes that it is in the best interest of the District, Interface, the students and teachers of the District, the parents of the students of the District, and the public to allow Interface to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The initial term of this MOU shall commence on August 8, 2019 and end on June 30, 2020 (the “Initial Term”) subject only to termination in accordance with this MOU. The Initial Term may be extended for additional one-year periods subject to the following conditions:

- (a) Interface shall notify the District by February 15th of each year requesting extension of the MOU for another year one-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Initial Term or any extension thereof, Interface notifies the District that it wishes to extend the term, the District may, in its sole discretion, offer Interface alternative and essentially equivalent premises at another school site within the District, provided that the District gives Interface not less than ninety days prior written notice of its election to do so.

(b) The District may deny any and all extensions beyond the Initial Term if there is an uncured breach of this MOU or if the District, in its sole discretion, requires the use of the Facility. The District shall notify Interface of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space

2.1 ALLOCATION OF SPACE.

The District hereby allocates to Interface, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Interface and the District where Interface will occupy two rooms for the sole purpose of operating First 5/NfL (the “Program”). Interface will provide the District, no later than April 30th of each year, a copy of the program instructional and staffing calendar for the future fiscal year. Program staff shall use the restrooms in the Administration Building, shared with others. Interface and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington School. Interface understands and agrees that it will cooperate with other persons using the premises at Harrington School and will reach amicable arrangements concerning such use.

(b) Interface acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Interface has not relied on any representation, statement, or warranty of the District or anyone acting for or on behalf of the District; (ii) Interface is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) the District makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

2.2 SPACE IMPROVEMENTS.

Interface may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of the District.

2.3 REPRESENTATIONS AND WARRANTIES OF INTERFACE.

Interface represents and warrants to the District that:

(a) Interface is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Interface will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Interface has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU

have been duly authorized by all necessary actions on the part of Interface and do not require any further approvals or consents.

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

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

Interface shall be entitled to use the Facility solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

Interface shall not do or permit anything to be done, without the prior written consent of the District, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Interface sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Interface shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Interface shall not use or allow the Facility to be used for any improper or objectionable purpose, nor shall Interface cause, maintain, or permit any nuisance in, on, or about the Space. Interface shall not commit or suffer to be committed any waste in or upon the Space. Interface shall be responsible for the repair or replacement of any property of the District that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) Interface shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Interface shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Interface shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Interface's occupancy of the Space. Interface shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Interface. Nothing in this section is intended to obligate Interface to be responsible for or require Interface to regulate the actions of any third parties not under the control of Interface.

(b) Interface shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the

duration of this MOU. Interface shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Interface shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and the District and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Interface shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Interface transacts its business.

3.4 FINGERPRINTING.

Interface shall ensure that any persons admitted by Interface to the Space, who are likely to have contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Interface's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, Interface shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Interface shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to the District is left behind after Interface vacates the Space, the District may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Interface.

Article 4. Fees

4.1 During the term of this MOU, Interface will pay to the District a monthly rental fee in the amount of \$360.00, calculated on 200 square feet at \$1.80 per square foot. The rental fee shall be due on the first of each month. Both parties agree to adjust the rental fee annually based on the Consumer Price Index (CPI).

Article 5. Compliance with Laws

5.1 Interface shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Facility that might threaten the exterior or structural elements of the District's property.

5.2 Interface shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with

Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT.

Interface shall be responsible for providing any personal property, including equipment, appliances and furnishing required for the operation of the Space and/or the Program. Facilities and furnishings and equipment provided to Interface by the District, if any, shall remain the property of the District.

6.2 SITE MAINTENANCE

Interface shall maintain the Space in good condition suitable for the Program.

6.3 REQUIRED NOTICE – EMERGENCY.

Interface shall immediately inform the District or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District’s students, volunteers, employees or teachers. Interface shall cooperate with, and participate in, any lockdowns or exigent security procedures required by the District.

Article 7. Indemnification

7.1 **Lessee’s Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, 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) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessee, or by any individual or entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor’s real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and

defend Lessor and its members as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

_____ (Initials)

Lessor's Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, 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) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

_____ (Initials)

Article 8. Insurance

8.1 REQUIRED INTERFACE INSURANCE.

Interface, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Interface and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) The District is to be named as an additional insured as respects work performed by or on behalf of Interface under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers' compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respect the District, and any insurance or self-insurance maintained by the District shall be in excess of Interface's insurance coverage and shall not contribute to Interface's coverage. The District is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Interface to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the District.

8.3 COPIES.

Interface shall provide to the District a copy of all Certificates of Insurance and additional insured endorsements, and 30 days Notice of Cancellation Clause endorsements belonging to Interface and that apply to Interface and its use of the Facility.

Article 9. Access by the District

9.1 The District or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a)

for the purpose of making repairs in or to the Facility; (b) as required by law or emergency; and (c) to examine the Space. The District shall maintain a set of keys to the Space.

Article 10. Miscellaneous

10.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

10.2 MODIFICATION.

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

10.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Interface and the District shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 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 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.

10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU 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.

10.6 COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to the District shall be addressed to:
Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030
Attn: Janet Penanhoat

Notice shall be given to Interface at the following address:
Interface Children & Family Services
4001 Mission Oaks Blvd. I
Camarillo, CA 93012
Attn: Erik Sternad, Executive Director

Article 11. Assignment and Subletting

11.1 Interface shall not assign its rights or delegate its duties under this MOU. Interface shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from the District. In addition, Interface shall not allow any other person and/or entity to use the Space without the prior written consent from the District.

Article 12. Dispute Resolution

12.1 Disputes between Interface and the District regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to

resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, the representatives from Interface shall meet with representatives from the District in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Interface and the District. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY INTERFACE.

The occurrence of any of the following shall constitute a material default and breach of this MOU by Interface:

(a) Any failure by Interface to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Interface to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Interface for more than 90 days.

(d) A failure by Interface to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Interface shall not be deemed to be in default if Interface shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Interface is unable to pay its debts in the ordinary course of business as they come due.

(f) 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 Interface, and the same is not discharged within ninety (90) days of commencement.

(g) If Interface has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by the District of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 THE DISTRICT REMEDIES.

If Interface commits any such material default and/or breach as defined in Article 13, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason or such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Interface's right to possession irrespective of whether Interface shall have abandoned the Space. In such case, the District may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Interface has abandoned the Space and any property not belonging to the District has been left behind, the District may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Interface. The District may also allow others to use the Space, in which case the MOU shall terminate.

(b) Terminate Interface's right to possession by any lawful means, in which case this MOU shall terminate and Interface shall immediately surrender possession of the Space to the District. In such event the District shall be entitled to recover from Interface any unpaid invoices for all costs and expenses incurred by the District in connection with the termination of Interface's possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY INTERFACE FOR CONVENIENCE.

Interface may terminate this MOU for its convenience, by providing 60-days written notice of termination to the District.

15.2 TERMINATION BY THE DISTRICT FOR CONVENIENCE.

The District may terminate this MOU for its convenience by providing 60 days written notice to Interface.

INTERFACE CHILDREN & FAMILY SERVICES

By: _____

Name: Erik Sternad

Title: Executive Director

Date: _____

OXNARD SCHOOL DISTRICT

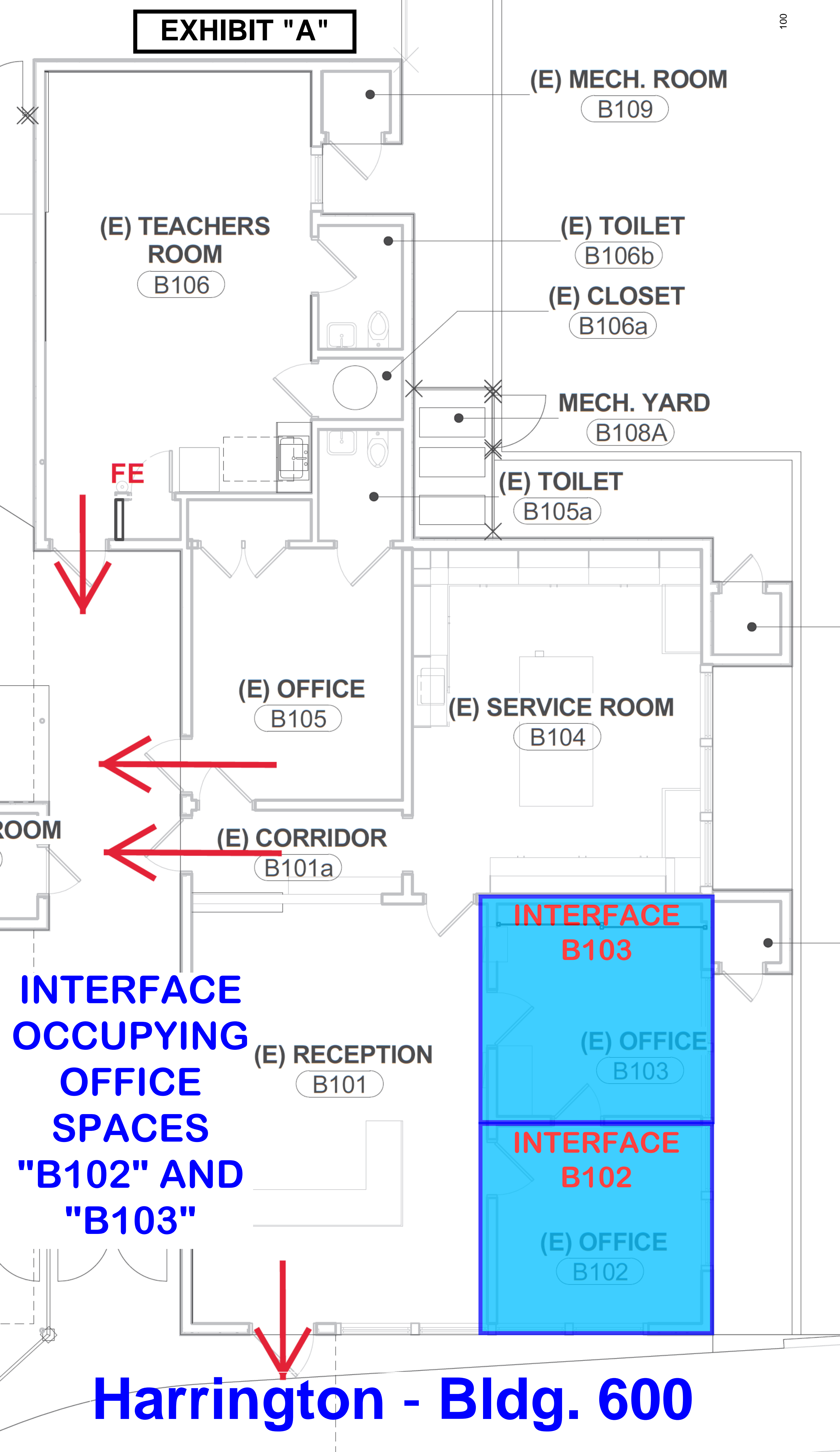
By: _____

Name: Lisa Franz

Title: Director of Purchasing

Date: _____

EXHIBIT "A"



**INTERFACE
OCCUPYING
OFFICE
SPACES
"B102" AND
"B103"**

Harrington - Bldg. 600

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #19-64 – Jordan Witt Ph.D. Inc. (DeGenna/Madden)

Dr. Jordan Witt will provide Independent Education Evaluator Services to the Special Education Department during the 2019-2020 academic year including psychoeducational, academic assessment, neuropsychological assessment, and social and emotional evaluation. Reviewing pertinent records; interviewing parents; assessing students in office setting; observing students in school setting (as needed); scoring and writing reports; attending IEP meetings and presenting findings.

FISCAL IMPACT:

Not to exceed \$20,000.00 - 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 approve Agreement #19-64 with Jordan Witt Ph.D. Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-64 - Jordan Witt \(13 Pages\)](#)
[Proposal-Rate Sheet \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-64

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of August 2019 by and between the Oxnard School District (“District”) and Jordan Witt Ph.D. Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 8, 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.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Twenty Thousand Dollars (\$20,000.00), per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [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: Jordan Witth Ph.D. Inc.
 1531 Chapala Street, #2
 Santa Barbara, CA 93105
 Phone: (805) 564.1763
 Fax:
 Email: jw@jordanwittphdcom

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:

JORDAN WITT PHD INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-64

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-64

SERVICES

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #19-64

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-64

COMPENSATION

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

Total compensation shall not exceed Twenty Thousand Dollars (\$20,000.00), per attached Proposal/Rate Sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-64

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 #19-64

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 #19-64

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-64

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, **JORDAN WITT PHD INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

JORDAN WITT, PHD
Clinical Psychologist
Neuropsychological Assessment
Child, Adolescent, and Adult Therapy
Ca License Psy15545

Proposal

To perform independent educational evaluations as needed on a per case basis, including psychoeducational, academic assessment, neuropsychological assessment, and social and emotional evaluation.

Scope of Work

Reviewing pertinent records; interviewing parents; assessing student in office setting; observing student in school setting (as needed); scoring and writing report; attending IEP meeting and presenting findings.

Rates

Full Psychoeducational Assessment with academic assessment: up to \$3200
Full Neuropsychological Assessment with academic assessment: up to \$3600



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/03/2019

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).

PRODUCER

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

CONTACT
NAME: Trust Risk Management Services, Inc
PHONE (A/C, No, Ext): 877.637.9700 FAX (A/C, No): 877.251.5111

EMAIL ADDRESS: info@trustrms.com
INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: ACE American Insurance Company 22667

INSURED
Jordan Witt
482 Paseo Del Descanso
Santa Barbara, CA 93105 2928

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <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	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$
	OTHER:						PRODUCTS-COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER \$
	<input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Psychologist's Professional Liability Retroactive Date: 02/01/1995			58G22212011	02/01/2019	02/01/2020	Each Incident Annual Aggregate	\$1,000,000 \$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Special Education Agreement

**Approval of Agreement #19-61 - Ventura County Office of Education/SELPA
(DeGenna/Madden)**

It is recommended that the Board of Trustees approve the service agreement with Ventura County Office of Education/SELPA, effective September 1, 2019 through July 31, 2020, for services from Social/Emotional Services Specialist (SESS).

FISCAL IMPACT:

SESS Services Cost: 52 hours per week at \$90.00 x 48 weeks = \$224,640.00

Total not to exceed: \$224,640.00 - 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 Agreement #19-61 with the Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-61 - Ventura County Office of Education/SELPA \(1 Page\)](#)

Ventura County SELPA
AGREEMENT
FOR SOCIAL/EMOTIONAL SERVICES SPECIALIST
2019-2020

This will serve as an agreement with Oxnard School District to cover hourly costs for services provided by VC SELPA staff as follows:

Social/Emotional Services Specialist

Hours/Days per week: 52 hours per week

Cost per hour: \$90.00 per hour

Formula: (52 hrs/wk x \$90/hr) = \$4,680.00 x 48 weeks = \$224,640.00

This is an eleven-month program, from September 1st-July 31st each year. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees only, in which case district will be billed September 1st to June 30th only.

SELPA Social/Emotional Services Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with Social/Emotional Services Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

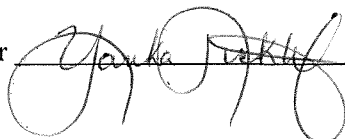
The District Special Education Director will receive a quarterly statement noting amount spent. The SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

*Please note, in the event of district's need to reduce hours, the SELPA must be given 90 days notice of the district's intent to reduce hours. If a 90 day notice is not given, the district will be billed during that period for the original contracted hours.

This agreement is in effect from September 1, 2019 through July 31, 2020.

District Administrator _____

Title Director, Purchasing Date _____

SELPA Director  Date 5-23-19

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Special Education Agreement

**Approval of Agreement #19-62 – Inclusive Education & Community Partnership
(DeGenna/Madden)**

Inclusive Education & Community Partnership will provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Services Department during the 2019-2020 academic school year.

FISCAL IMPACT:

Not to exceed \$60,000.00 - 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 approve Agreement #19-62 with Inclusive Education & Community Partnership.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-62- Inclusive Education & Community Partnership \(13 Pages\)](#)
[Rate Sheet \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-62

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of August 2019 by and between the Oxnard School District (“District”) and Inclusive Education & Community Partnership (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 8, 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.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Sixty Thousand Dollars (\$60,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [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: Inclusive Education & Community Partnership
2323 Roosevelt Blvd., #3
Oxnard, CA 93035
Attention: Rick Clemens
Phone: (805) 985.4808
Fax: (805) 985-7623
Email: rickclemens@aol.com

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

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

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

26. **Administration.** **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:

INCLUSIVE EDUCATION & COMMUNITY PARTNERSHIP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-62

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-62

SERVICES

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

***PER ATTACHED RATE SHEET**

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

***PER ATTACHED RATE SHEET**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #19-62

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-62

COMPENSATION

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

Total compensation shall not exceed Sixty Thousand Dollars (\$60,000.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$60,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-62

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 #19-62

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 #19-62

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-62

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Inclusive Education and Community Partnership

2323 Roosevelt Blvd, Suite 3
Oxnard, California 93035

Tel: (805) 985-4808 x 109

Email: dennisc@iecp.us

Fax: (805) 985-7623

**RATE SHEET 2019-2020
OXNARD ELEMENTARY SCHOOL DISTRICT**

**CONSULTATION/ASSESSMENT OR TRAINING BY
RICK CLEMENS OR IECP BCBA STAFF --\$150 PER HOUR**

**CONSULTATION/ASSESSMENT OR TRAINING BY
OTHER SUPERVISORY STAFF --\$105 PER HOUR**

DIRECT SERVICE BII --\$52.54 PER HOUR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2019

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).

PRODUCER Brown & Brown Insurance Services of California, Inc License #0D04053 1001 Mark Avenue, Suite 201 Carpinteria CA 93013		CONTACT NAME: Ruth East PHONE (A/C, No, Ext): (805) 965-0071 E-MAIL ADDRESS: reast@bbofcal.com FAX (A/C, No): (805) 690-3200	
INSURED Inclusive Education And Community Partnership 2300 Roosevelt Avenue Oxnard CA 93035		INSURER(S) AFFORDING COVERAGE INSURER A : Granite State Insurance Company NAIC # 23809 INSURER B : New Hampshire Insurance Company 23841 INSURER C : National Union Fire Insurance Company of Pittsburgh, Pa. 19445 INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 19-20 GL/BA/XS/SEX

REVISION NUMBER:

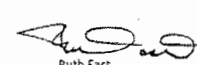
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			02LX0627984831	04/20/2019	04/20/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PROFESSIONAL LIAB \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			01CA01853110	04/20/2019	04/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			29UD0250080601	04/20/2019	04/20/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	SEXUAL ABUSE & MOLESTATION CLAMS MAD			02LX0627984831	04/20/2019	04/20/2020	EACH OCCURRENCE 1,000,000 AGGREGATE 3,000,000

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

Evidence of Insurance Only.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District 1051 South A Street Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Ruth East
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134

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #19-63 – Inclusive Education & Community Partnership (DeGenna/Madden)

Inclusive Education & Community Partnership will provide professional development to the staff of the Special Education Services Department during the 2019-2020 school year in the following areas:

- Inclusive Education practices
- Building relationships between General and Special Education teachers
- Identifying integration times of day/activities for greatest student success
- Providing positive behavioral supports in a General Education classroom
- Curriculum and activity adaptation
- Facilitating play during recess periods
- Co-teaching
- Creating a learning center model
- Special Education as a service not a place

FISCAL IMPACT:

Not to exceed \$25,000.00 - 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 approve Agreement #19-63 with Inclusive Education & Community Partnership.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-63 - Inclusive Education & Community Partnership \(13 Pages\)](#)
[Proposal-Rate Sheet \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-63

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of August 2019 by and between the Oxnard School District (“District”) and Inclusive Education & Community Partnership (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 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 8, 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 Twenty-Five Thousand Dollars (\$25,000.00), 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 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: Inclusive Education & Community Partnership
2323 Roosevelt Blvd., #3
Oxnard, CA 93035
Attention: Rick Clemens
Phone: (805) 985.4808
Fax: (805) 985-7623
Email: rickclemens@aol.com

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

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

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

26. **Administration.** **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:

INCLUSIVE EDUCATION & COMMUNITY PARTNERSHIP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-63

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-63

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #19-63

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-63

COMPENSATION

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

Total compensation shall not exceed Twenty-Five Thousand Dollars (\$25,000.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$25,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-63

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 #19-63

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 #19-63

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-63

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Inclusive Education and Community Partnership

2323 Roosevelt Blvd, Suite 3
Oxnard, California 93035

Tel. (805) 985-4808 x 109

Email: dennisc@iecp.us

Fax. (805) 985-7623

Inclusive Services Proposal for Oxnard School District

2019-2020 School Year

This proposal is to provide services in a manner which supports the Oxnard School District in providing more inclusive services to their students who currently spend the majority of their school day in the Special Day Class. The focus of this year's services will be at the McAuliffe Elementary site, and will include all five of the Special Education Classes on McAuliffe. Training will be provided to all teachers at McAuliffe with certain teachers being selected for different levels of training. Training will be didactic and include professional workshops and in-class coaching.

Trainings topics will be identified through collaboration with District and school site administrators and through observation and interview with McAuliffe staff. Workshops on identified topics will be provided monthly and hands on coaching addressing workshop content will be delivered two full days per month. Training topics may include:

Inclusive education practices

- Building relationships between General and Special Education teachers.
- Identifying integration times of day/activities for greatest student success.
- Providing positive behavioral supports in general education classroom.
- Curriculum and activity adaptation.
- Facilitating play during recess periods.
- Co-teaching.
- Creating a learning center model.
- Special education as a service not a place.

In-class coaching will include working with teachers and para educators on developing and implementing specific student's integration plans. Desired outcome will be building onsite capacity among McAuliffe staff to accomplish the following:

- Identify times and activities to maximize student inclusive into general education classes activities.
- Demonstrate best practice strategies to facilitate positive inclusive experiences for students.
- Problem solve and develop plans to support students staying in general education classes.

Cost of this proposal:

One all staff three hour training, including set up, break down and prep:	\$900
Ten one hour workshops including set up, break down and prep:	\$5,000
Twenty days of in-class coaching at seven hours each day (Five days provided By Rick Clemens, and fifteen days provided by an IECP Associate Supervisor)	\$16,275

Total cost of proposal
\$22,175



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2019

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).

PRODUCER Brown & Brown Insurance Services of California, Inc License #0D04053 1001 Mark Avenue, Suite 201 Carpinteria CA 93013		CONTACT NAME: Ruth East PHONE (A/C, No, Ext): (805) 965-0071 E-MAIL ADDRESS: reast@bbofcal.com FAX (A/C, No): (805) 690-3200	
INSURED Inclusive Education And Community Partnership 2300 Roosevelt Avenue Oxnard CA 93035		INSURER(S) AFFORDING COVERAGE INSURER A : Granite State Insurance Company NAIC # 23809 INSURER B : New Hampshire Insurance Company 23841 INSURER C : National Union Fire Insurance Company of Pittsburgh, Pa. 19445 INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 19-20 GL/BA/XS/SEX

REVISION NUMBER:

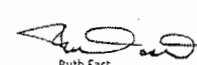
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			02LX0627984831	04/20/2019	04/20/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PROFESSIONAL LIAB \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			01CA01853110	04/20/2019	04/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			29UD0250080601	04/20/2019	04/20/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	SEXUAL ABUSE & MOLESTATION CLAMS MAD			02LX0627984831	04/20/2019	04/20/2020	EACH OCCURRENCE 1,000,000 AGGREGATE 3,000,000

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

Evidence of Insurance Only.

CERTIFICATE HOLDER**CANCELLATION**

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

151

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #19-72 – Center for Developing Kids, Inc. (DeGenna/Madden)

Center for Developing Kids, Inc. will provide Independent Occupational Therapy Evaluator Services to the Special Education Services Department during the 2019-2020 academic year to complete occupational therapy evaluations.

FISCAL IMPACT:

Not to exceed \$5,000.00 - 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 approve Agreement #19-72 with Center for Developing Kids, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-72 - Center for Developing Kids Inc. \(13 Pages\)](#)
[Rate-Contact Sheet \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-72

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of August 2019 by and between the Oxnard School District (“District”) and Center for Developing Kids, Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 8, 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.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [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: Center for Developing Kids, Inc.
 200 E. Del Mar Blvd., Suite #112
 Pasadena, CA 91105
 Phone: (626) 564.2700
 Fax: (626) 564.2770
 Email: michaelann@centerfordevelopingkids.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:

CENTER FOR DEVELOPING KIDS, INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-72

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-72

SERVICES

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

***PER ATTACHED RATE SHEET**

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

***PER ATTACHED RATE SHEET**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #19-72

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-72

COMPENSATION

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

Total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$5,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-72

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 #19-72

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 #19-72

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-72

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



2019-2020 School Year

SERVICE	RATES
Occupational, physical or speech therapy intervention	\$165/clinical hour
Standard evaluation-occupational, physical, or speech therapy	\$650
Attendance at and preparation for IEP's, meetings or community in-services	\$165/hour
Independent educational evaluation or other second opinion	\$1500
Community consultation (includes legal preparation/participation)	\$165/hour

There are fees for late cancellations of clinic-based sessions, those cancelled in the 24 hours prior to the appointment time. These fees start with the 4th occurrence (\$50) and increase with the 7th occurrence (\$75). There are fees for "no shows," sessions that are not attended and not cancelled in advance of the session (\$165). At least 75% of sessions must be attended in order to maintain an ongoing session time. If 25% or more appointments are missed in a 3 month period, therapy may be terminated.

2) Authorized representatives for signature:

Michaelann Gabriele, Director
 AnjaLi Carrasco Koester, Director

3) Once a contract is in place contact

Sarah Barnes, scheduler
sarah@centerfordevelopingkids.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #19-59 – American Language Services (DeGenna/Batista)

American Language Services will provide Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings during the period of August 8, 2019 through June 30, 2020.

FISCAL IMPACT:

\$14,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-59 with American Language Services.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-59 - American Language Services \(10 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)



AML-Global
AMERICAN LANGUAGE SERVICES

Making The World Smaller

**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE
SOUTHERN CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985**

ISO Certified – 9001 & 13485

ABOUT AMERICAN LANGUAGE SERVICES

Founded in 1985, Southern California based American Language Services ® (AML-Global) evolved from an intimate language school into the leading interpreting and translating agency it is today. AML-Global provides a full range of international multi-language communication services and offers its unique services worldwide. Our language professionals are available 24 hours/ 7 days a week.

American Language Services is a worldwide leader in the translation and interpreting industry. By paying meticulous attention to details, AML-Global has earned an outstanding reputation for providing both written and verbal language services that are timely and cost effective. AML-Global translators, interpreters, transcriptionists and multimedia specialists are fluent in virtually every written and spoken language around the globe. Over many years, AML-Global has accumulated and developed some of the most impressive linguistic talent in the world. Our language experts are located in hundreds of countries across every continent, covering every time zone. These highly skilled professionals are recruited, screened and tested to ensure the quality of our work is at the highest level.

AML-Global understands the needs of the educational community in Southern California. Whether translating text, or transcribing audio and video files, we have skilled and experienced teams who work with the latest in technology, including CAT tools, a multitude of software, advanced hardware, web-interfacing, and desktop publishing programs. We have a secured, backed up network with encryption technology for the transferring and maintenance of files. This offers the highest level of security to ensure complete confidentiality and safekeeping of all data.

AML-Global offers our teams of highly skilled interpreters, technicians, project managers for any type of interpreting assignment. We also offer state-of-the-art interpreting equipment wherever it is needed, in the U.S. or internationally. From pre-planning to assignment completion, AML-Global will handle your requests efficiently, promptly and cost-effectively.

AML-GLOBAL QUALITY STATEMENT

American Language Services believes in providing real value to our clients. It is essential that all of our work is performed consistently and with the highest quality. Our expertly trained staff and extensive resources give us the ability to provide our clients with outstanding value through superior quality and service. The fundamental elements of our superior service are: timely responsiveness to client needs, returning communications to you in a rapid and detailed manner, providing quotes for projects that are clear and concise, answering questions in an honest and helpful manner as well as achieving our goal of 100% on-time delivery. Our essential core value is combining ultra-competitive pricing with outstanding quality. We understand that each of our clients is important and our goal is complete satisfaction and long term partnerships.

World Headquarters:

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net

www.alsglobal.net

168



AML-Global

AMERICAN LANGUAGE SERVICES

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**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE
SOUTHERN CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985**

ISO Certified – 9001 & 13485

INTERPRETING

- Worldwide coverage
- Qualified and certified for *all languages*
- Emergency & last minute scheduling
- Specializing in parent teacher conferences, meetings, hearings, special education needs, and community events.
- 15 minute early courtesy arrival
- Simultaneous & consecutive interpreting
- Phone conferencing
- Native speakers from around the globe

TRANSLATION & TRANSCRIPTION

- IEP's, notices, curriculum, HR Docs
- Excellent rates with fast turnaround
- All deadlines met
- Immediate response for quotes
- Meticulous and precise
- Certified & notarized documents
- Transcriptions, all media, all languages

DESKTOP PUBLISHING

- **All Major Software**
InDesign, Quark, FrameMaker, PageMaker Pro, Microsoft Office, Adobe Products ... & many others
- PC & Mac operating platforms
- Print Ready Delivery

QUALITY CONTROL

- Quality Control Process: All translations include a Three Step Process: Translation, Proofing, and Editing
- ISO Certified – 13485 & 9001

WE HAVE THE WORDS YOU NEED, BECAUSE WE SPEAK YOUR LANGUAGE

World Headquarters

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Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net

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**AMERICAN LANGUAGE SERVICES
INTERPRETING RATES
SOUTHERN CALIFORNIA
AS OF AUGUST 1, 2014**

LANGUAGE	HALF DAY UP TO 3 HOURS	FULL DAY 3+ TO 6 HRS	ADDITIONAL HOURLY RATE
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15 PRIME LANGUAGES

SPANISH (LEGAL)	\$345	\$565	\$125
SPANISH (TRIALS)	\$365	\$585	\$125
SPANISH (QUALIFIED)	\$295	\$495	\$85
ARABIC (LEGAL)	\$445	\$775	\$145
ARABIC (QUALIFIED)	\$425	\$725	\$130
ARMENIAN (LEGAL)	\$495	\$850	\$150
ARMENIAN (QUALIFIED)	\$375	\$725	\$120
CANTONESE (LEGAL)	\$550	\$950	\$180
CANTONESE (QUALIFIED)	\$445	\$795	\$155
JAPANESE (LEGAL)	\$895	\$1,595	\$285
JAPANESE (QUALIFIED)	\$795	\$1,295	\$245
KHMER (LEGAL)	\$575	\$995	\$175
KHMER (QUALIFIED)	\$465	\$795	\$145
KOREAN (LEGAL)	\$495	\$950	\$165
KOREAN (QUALIFIED)	\$475	\$795	\$150
MANDARIN (LEGAL)	\$550	\$950	\$180
MANDARIN (QUALIFIED)	\$445	\$795	\$155
PORTUGUESE (LEGAL)	\$495	\$845	\$165
PORTUGUESE (QUALIFIED)	\$475	\$775	\$150
PUNJABI (LEGAL)	\$575	\$995	\$175
PUNJABI (QUALIFIED)	\$465	\$795	\$145
RUSSIAN (LEGAL)	\$495	\$985	\$175
RUSSIAN (QUALIFIED)	\$475	\$795	\$145
TAGALOG (LEGAL)	\$725	\$1,150	\$195
TAGALOG (QUALIFIED)	\$645	\$995	\$185
VIETNAMESE (LEGAL)	\$575	\$985	\$170
VIETNAMESE (QUALIFIED)	\$495	\$785	\$140
AMERICAN SIGN LANGUAGE (LEGAL CERTIFIED)	\$150 PER HOUR, PER INTERPRETER, 2 HOUR MINIMUM		
AMERICAN SIGN LANGUAGE (QUALIFIED)	\$95 PER HOUR, PER INTERPRETER, 2 HOUR MINIMUM		

LANGUAGES BY REGION

MIDDLE EASTERN	\$445	\$795	\$145
MOST ASIAN	\$445	\$795	\$145
MOST EUROPEAN	\$525	\$895	\$170

SPECIALIZED LANGUAGES

HEBREW, GREEK, THAI, CZECH, INDONESIAN, MONGOLIAN, CROATIAN, SERBIAN, SLAVIC, SLOVENIAN, BURMESE, AFRICAN, LAO, INDIAN, FILIPINO, AFGHAN, PAKISTANI & OTHERS	\$550	\$985	\$175
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- AML-Global offers interpreters for the 15 California Court Certified languages (listed above).
- Phone Interpreting available upon request.
- AML-Global rates are subject to change based on time of scheduling without prior notification. All other rates are subject to change
- Overtime fees may apply
- ASL Assignments over (2) hours require (2) interpreters.
- Rates effective August 1, 2014
- Rates may vary for trials
- Please note: We have a 24-hour cancellation policy for most languages and (48) hour for American Sign Language (ASL)
- Regional pricing may vary



AML-Global
AMERICAN LANGUAGE SERVICES

Making The World Smaller

TRANSLATION RATES

<i>LANGUAGE</i>	<i>PRICE PER WORD</i>
Arabic	\$.18-.22
Chinese	\$.18-.22
Danish	\$.21-.24
Dutch	\$.21-.24
French	\$.18-.21
German	\$.18-.21
Hebrew	\$.21-.25
Italian	\$.18-.21
Japanese	\$.19-.24
Korean	\$.19-.24
Norwegian	\$.21-.24
Portuguese	\$.16-.19
Russian	\$.18-.21
Spanish	\$.10-.14
Swedish	\$.21-.24
Vietnamese	\$.19-.24

Translation rates include: Translations, Proofing, and Editing

- Please note that this is a partial list. AML-Global can support any language combination
- Rates are subject to change. AML-Global rates are subject to change based on time of scheduling without prior notification.
- Project volume & deadline may affect pricing.
- Rates effective January 1, 2013
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Technical elements may affect pricing.
- Pricing above reflects standard turnaround times.

LANGUAGE	COST PER AUDIO HOUR		LANGUAGE	COST PER AUDIO HOUR	
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(Partial List of over 150 Languages)

ENGLISH

	Per Min	Per Hr		Per Min	Per Hr
ENGLISH <> ENGLISH	\$3.50	\$210	BRITISH ENGLISH <> BRITISH ENGLISH	\$3.50	\$210

AMERICAS

	Per Min	Per Hr		Per Min	Per Hr
SPANISH <> ENGLISH	\$6	\$360	PORTUGUESE <> ENGLISH	\$7.50	\$450

EUROPEAN

	Per Min	Per Hr		Per Min	Per Hr
BULGARIAN <> ENGLISH	\$8	\$480	HUNGARIAN <> ENGLISH	\$8	\$480
CATALAN <> ENGLISH	\$8	\$480	ITALIAN <> ENGLISH	\$8	\$480
DUTCH <> ENGLISH	\$8	\$480	POLISH <> ENGLISH	\$8	\$480
FRENCH <> ENGLISH	\$8	\$480	ROMANIAN <> ENGLISH	\$8	\$480
GERMAN <> ENGLISH	\$8	\$480	RUSSIAN <> ENGLISH	\$8	\$480
GREEK <> ENGLISH	\$8	\$480	UKRAINIAN <> ENGLISH	\$8	\$480

MIDDLE EASTERN

	Per Min	Per Hr		Per Min	Per Hr
ARABIC <> ENGLISH	\$8	\$480	HEBREW <> ENGLISH	\$12	\$720
FARSI <> ENGLISH	\$8	\$480			

ASIAN

	Per Min	Per Hr		Per Min	Per Hr
ARMENIAN <> ENGLISH	\$7.50	\$450	INDONESIAN <> ENGLISH	\$9.50	\$570
KHMER <> ENGLISH	\$9.50	\$570	JAPANESE <> ENGLISH	\$12	\$720
CEBUANO <> ENGLISH	\$7.50	\$450	KOREAN <> ENGLISH	\$12	\$720
CHINESE <> ENGLISH	\$7.50	\$450	KURDISH <> ENGLISH	\$9.50	\$570
DARI <> ENGLISH	\$7.50	\$450	PASHTO <> ENGLISH	\$7.50	\$450
HINDI <> ENGLISH	\$7.50	\$450	PUNJABI <> ENGLISH	\$7.50	\$450
HMONG <> ENGLISH	\$9.50	\$570	TAGALOG <> ENGLISH	\$7.50	\$450
TAIWANESE <> ENGLISH	\$9.50	\$570	THAI <> ENGLISH	\$9.50	\$570
TURKISH <> ENGLISH	\$7.50	\$450	URDU <> ENGLISH	\$7.50	\$450
VIETNAMESE <> ENGLISH	\$9.50	\$570			

EXPEDITED TURNAROUND TIMES AVAILABLE

- Cost & turnaround time is determined by quality of audio, number of speakers, density of audio, time coding and audio format
- AML-Global rates are subject to change without prior notification
- Projects requiring both source & target language transcripts will be individually quoted
- Source to source language combinations are charged at 75% of the listed rates above.
- Rates effective January 1, 2013
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Specialized projects will be quoted individually
- Minimums will apply for all languages
- There will be additional charges for time coding based on the language and specific requirements
- Expedited rates will apply

AMERICAN LANGUAGE SERVICES EDUCATION CLIENT LIST (PARTIAL LIST)

ABC Unified School District
Acton School District Office
Alhambra Unified School District
Anaheim City School District
Antelope School District
Arizona State University
Azusa Unified School District
Baldwin Park Unified School District
Bassett Unified School District
Bellflower Unified School District
Beverly Hills Unified School District
Bonita Unified School District
Carlsbad Unified School District
Castaic Union School District
Centinella Valley Union School District
Charter Oak Unified School District
Claremont Unified School District
Compton Unified School District
Conejo Valley Unified School District
Corinne A. Seeds University Elementary School
Corona Norco Unified School District
Covina Valley Unified School District
Crescenta Valley Water District
Culver City Unified School District
DeVry University
Downey Unified School District
Duarte Unified School District
East Whittier City School District
Eastside Union District
El Rancho Unified School District
El Segundo Unified School District
Fairbanks North Star Borough School District
Federal Wage and Labor Law Institute
Franklin Elementary School
Garvey School District
Glendale Unified School District
Glendora Unified School District
Gorman School District
Hacienda La Puente Unified School District
Hampton University
Harvey Mudd College
Hawthorne School district
Hermosa Beach City School District
Hughes Elizabeth Lakes School District
Inglewood Unified School District
Keppel School District
La Canada Unified School System
Lancaster School District
Las Virgenes School District
LAUSD (Los Angeles) Community Outreach
LAUSD District 8, A, B, C, D, E, F, G, H, I, J
LAUSD Translation Unit
Lawndale School District
Learn.com
Lennox School District
Little Lake City School District
Long Beach City College CITD-CMTAC
Long Beach City College CITD-CMTAC
Long Beach Unified School District
Los Angeles County Office of Education
Los Nietos School District
Lynwood Unified School District
Marquez Charter School
MIND Institute
Monrovia Unified School District
Montebello Unified School District
NewHall School District

AMERICAN LANGUAGE SERVICES EDUCATION CLIENT LIST (PARTIAL LIST) (continued)

Orange County Department of Education	SELPA Los Angeles USD
Oxnard School District	SELPA Norwalk – La Mirada
Palmdale School District	SELPA Pasadena
Palos Verdes Peninsula	SELPA Santa Clarita
Paramount Unified School District	SELPA Southwest Service Area (Lawndale)
Pasadena Unified School District	SELPA Tri-Cities (Beverly Hills)
Placer County Office of Education	SELPA Ventura County
Pomona Unified School District	SELPA Whittier Area CO-OP
Redondo Beach Unified School District	Simi Valley Unified School District
Rio School District	South Pasadena Unified School District
Riverside Unified School District	South Whittier School District
Rosemead School District	Southern CA School of Interpreting
Rowland Unified School District	Stanford University
San Bernardino County Schools	Sulphur Springs School District
San Diego School District	Temple City Unified School District
San Francisco Unified School District	Torrance Unified School District
San Gabriel Unified School District	UCEA
San Marino Unified School District	UCLA Law School
Santa Monica – Malibu School District	UCLA Molecular Pharmacology Department
Saugus School District	University of Southern California
SELP Casa Pacifica	Walnut Valley Unified School District
SELPA Antelope Valley	West Covina Unified School District
SELPA Corona-Norco USD	Western Psychological Services
SELPA Downey-Montebello	Westside School District
SELPA East San Gabriel Valley (Arcadia)	Whittier City School District
SELPA East San Gabriel Valley (Covina)	Whittier Union High School District
SELPA East Valley Consortium	William S. Hart Union School District
SELPA Foothill (Glendale)	Wilsona School District
SELPA Long Beach	Wiseburn School District

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Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net

www.alsglobal.net



Hi Erica,

Thank you for the opportunity to work with Oxnard School District on your interpreting and translation assignments. Please find our quote below for your review and our information attached for your perusal. Kindly confirm receipt of our quote, it would be most appreciated.

For over three decades, American Language Services (AML-Global) has provided interpretation, transcription, and translation services in over 200 languages (including ASL & CART services). AML-Global is one of the largest language service providers in the United States. For Interpreting, we utilize our state-of-the-art proprietary database with one of the largest number of local, prescreened, qualified and credentialed interpreters in the U.S. For Translation, we have earned an excellent reputation by delivering cost-effective, timely and great quality work with fast turnaround times. We are also 9001 & 13485 ISO certified, which is a testament to our uncompromising processes.

Company Name:	Oxnard School District
Type of Project:	Interpreting and Translating
Date of Project:	2019 - 2020
Time(s):	TBD
Location:	TBD
Language(s):	TBD
Cost per Hour, per Interpreter:	See Rate Sheet Interpreting

Notes

For Interpreting, times are rounded up to the next hour after 15 minutes.

Guidelines

AML-Global will confirm the interpretation assignment with the client. AML-Global reserves the most qualified and experienced interpreters for each job. In order to ensure a successful event AML-Global will be requesting specific background information about the presentations and detailed information and terminology specific to your client and/or their industry. Failure to provide this information on a timely basis or at all may severely hamper the interpreter’s ability to do their job effectively. AML-Global will not be responsible for subpar performance due to lack of information preceding the event.

Terms

Client agrees to pay AML-Global net: 30 days from the completion of the assignment.

The quote does not include labor charges that may be required due to unforeseen circumstances including acts of nature, after the contract is executed. AML-Global is not responsible for

cancellations or postponements due to acts of nature that are beyond our control. If an event is cancelled or postponed due to an act of nature, the client will be responsible for the full fees on the approved quote. Interpreters and technicians are offered locally based on availability at the time of scheduling. We strongly recommend that you finalize the booking in the recommended time of 60-90 days prior to event, to the extent that it is possible, and avoid travel, hotel, and other expenses which are the responsibility of the contracting party.

AML-Global may cancel a contract if payment is not made per our stated agreement. A project management fee may apply for changes in the scope of the project and additional services requested over and above the actual event. The fee will be charged at \$150 per hour.

Cancellation by the client of a duly executed contract must be in writing and when received is subject to cancellation fees based on the following schedule: 30 calendar days prior to the event - 10% cancellation fee, 29 -15 days calendar days prior to the event - 20% cancellation fee and 14 - 3 calendar days prior to the event - 40% cancellation fee, less than 3 calendar days full fee.

Based on the interpreter’s location, there may be additional charges for travel, mileage, accommodations, food, transportation and interpreting. Scheduling in less than the recommended time frame for your event may affect pricing. If legal proceedings are required to recover amounts due from Client to AML-Global under this contract, AML-Global shall be entitled to recover from the Client all costs of collection, including attorney’s fees.

Translation:

Company Name:	Oxnard School District
Project:	TBD
Languages:	TBD
Estimated Word Count:	TBD
Price/Word:	See rate chart
<u>Formatting/DTP:</u> Estimated at hours at \$75 per hour.	

Translation:

Optional Certification

If you need the document certified, an additional \$50.00 per certification will be charged. In order not to delay processing, the client must provide the document title, on a timely basis. AML–Global will create a title if we are not given one in a timely manner. AML-Global certification process is as follows: AML-Global certifies in a one page affidavit that the completed translation is a true and accurate representation of the original document. We affirm that we have retained a professional translator. We then notarize the affidavit on one separate page and mail the client the original copy. If you would like to see an example of what we use, please request one and we will be happy to send it to you.

We utilize National Association Notary forms to notarize the affidavit, which constitutes the official “Certification”. AML-Global cannot guarantee that these forms will be acceptable to the institution they are being sent to and we are not responsible for the decisions of the receiving party. The forms we use are industry standard and are generally acceptable. Before starting the assignment, and depending on the

language combination, an ATA Certified, Judicial Council or other State Certified linguist may be requested, to translate and/or to certify the translations. If this is requested and/or we are required to change our standard certification and/or translation process, we are happy to do so, but please note this may affect the total cost of the project. If this is requested after the start of the project, this will affect the total cost of the project.

Translation Process

As an ISO 9001 and 13485 Certified company we adhere to comprehensive and well established processes to achieve the highest quality translations. Our translation process centers on a 360 degree feedback mechanism. It starts with our experienced teams of native speaking linguists and project managers who translate and edit text. The text is translated, reviewed by an external editor and reviewed again by our multilingual project managers. Adjustments are made accordingly throughout the process to ensure the final product is a consistent and precisely accurate localized document. To augment our quality system we have the most up to date document technology available and all documents are treated with the highest degree of confidentiality and security within our entire system. Our detailed processes have proven to be highly effective over a long period of time.

Deliverables

To achieve the highest quality of translation, AML-Global requests that each client provide us with a preferential glossary of terms (if one exists). This will ensure that preferential word usage is properly followed.

There are many options for delivery to complete a project (Word, PDF, Excel, rolling basis, with bates numbers, etc.). In the outset of the project, you will decide what methods you will require. AML-Global will need all instructions and all files, including source files at the inception of the project. If all files are not received on a timely basis or any changes occur afterwards, this may lead to adjustments in delivery schedules as well as additional fees being charged.

Post Delivery & Editing

Please note the client has a right within 14 business days to ask AML-Global to review any potential adjustments to the translation project that may be needed and to determine if they are preferential in nature. If they are preferential in nature and the client has not provided a glossary of terms for the words and phrases in question, AML-Global has the right to charge for these post edits at the hourly fee of \$75.00/hour with a 1-hour minimum. After 14 days, AML-Global has the right to charge for any changes.

If the project involves desktop publishing (DTP), editing, or formatting, and editing needs to be made post final delivery, this will result in additional costs at the same hourly rates quoted at the start of the project. Please note that the turnaround times quoted do not include time for client review, preferential changes and post editing. Proofing of final documents in which the client has provided DTP services will be billed at \$75 per hour.

AGREED AND ACCEPTED:

Date: _____

By: _____

Authorized Signer: Lisa A. Franz, Director, Purchasing
Oxnard School District

Date: _____

By: _____

Authorized Signer for:
American Language Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2019

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).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 16030 Ventura Blvd., Suite 500 Encino, CA 91436	CONTACT NAME: LA/Enc - CL - Sm Business AM PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: la.service.team@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
INSURED American Language Services 1849 Sawtelle, Ste. 600 Los Angeles, CA 90025	INSURER A : Sentinel Insurance Company, Ltd. NAIC # 11000
	INSURER B : Hartford Insurance Group 914
	INSURER C : Houston Casualty Company 42374
	INSURER D :
	INSURER E :
INSURER F :	


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		72SBABA0072	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72SBABA0072	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	72WECHO1821	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			H718-112018	7/26/2018	7/26/2019	Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Worker's Compensation is proof of coverage only.

Re: Project #18-15.
Oxnard School District is named as an Additional Insured for General Liability policy per attached endorsement form #SS 00 08 04 01.

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 
--	--

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #19-69 – County of Ventura (DeGenna/Ridge)

The communities where the social workers will be placed have been identified by the County of Ventura/County Human Services Agency census data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district's SARB Board, supporting the entire district.

FISCAL IMPACT:

Not to exceed \$112,060.00 – 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 #19-69 with the County of Ventura.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-69 - County of Ventura \(13 Pages\)](#)
[Exhibit E - Budget Sheet \(1 Page\)](#)
[Certificate of Insurance \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-69

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of August 2019 by and between the Oxnard School District (“District”) and the County of Ventura, of which the County Human Services Agency is a part (“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 13, 2019 to and including June 19, 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, including reimbursement for actual expenses, shall not exceed One Hundred Twelve Thousand Sixty Dollars (\$112,060.00), unless additional compensation is approved in writing by the District. This amount shall be paid for out of the MAA Budget.

- 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 one party giving sixty (60) days written notice to the other, with or without cause.

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. **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.

9. **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.

10. **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.

11. **Confidential Information.** All information gained during performance of the Services or other work product produced by Consultant in performance of this Agreement shall be considered confidential. In addition, certain information and documentation prepared or obtained by Consultant in connection with performance of the services may be protected from disclosure or dissemination ("Protected Information") to all persons, including District, pursuant to applicable laws and regulations. Except as may be required by law, Consultant shall not release or disclose any confidential information or Protected Information; provided that, with respect to disclosure of information that is not Protected Information, Consultant shall not disclose such information without prior written authorization from the Superintendent of the District.

- 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.

12. **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)

13. **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)

14. **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.

15. **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.

16. **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.

17. **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.

18. **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 ensure 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.

19. **Indemnification.**

- a. Consultant agrees to indemnify, protect, defend and hold harmless District and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused 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 Consultant's services and obligations under this agreement.
- b. District agrees to indemnify, protect, defend and hold harmless Consultant and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are the direct result of a negligent or wrongful act, error or omission of District, its officers, agents or employees in the performance of District's obligations under this Agreement.

20. **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.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Chris Ridge
Phone: (805) 385-1501 ext 2161
Fax: (805) 487-9648

To Consultant: County of Ventura
Human Services Agency
855 Partridge Drive
Ventura, CA 93003
Attn: Michael Powers
Phone: (805) 477-5444
Fax: (805) 477-5385

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.

22. **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.

23. **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.

24. **Administration.** CHRIS RIDGE, the Director, Pupil Services, 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.

25. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

26. **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.

27. **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.

28. **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.

29. **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.

30. **Dispute Resolution.** The parties will make good faith efforts to resolve any dispute arising under this Agreement amicably and by negotiation before seeking to enforce any available legal remedies.

31. **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:

COUNTY OF VENTURA:

Signature

Signature

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

Michael Powers, County Executive Officer
Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: On File

- Not Project Related
 Project #19-69

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-69

SERVICES

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

See Exhibit E Attached

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

- Provide monthly statistical reports for each site identifying the nature of referrals (i.e. Attendance, etc.)
- Carry a concurrent caseload of at least 15 families monthly, case managed through the school’s SST and CST Meetings and/or the School Attendance Review Board (SARB) for their designated sites.
- Serve on the School Attendance Review Board (SARB) for the district.
- Coordinate pre and post parent and teacher surveys that have been approved by the district.

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. Statistic reports on referrals for each site.	Monthly
B. Provide school site with identified students on case load.	Regularly
C. Provide feedback to SARB on cases assigned to them	Subsequent to SARB meetings
D. Provide reports to school CST & SST on cases assigned to them.	Ongoing
E. Social Worker will meet with principal and other school personnel as needed.	Weekly
F. Director of Pupil Services will meet quarterly with HSA CFS Oxnard Regional Manager and Healthy Start Supervisor.	Quarterly

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

- None.
 See Exhibit E attached

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 #19-69

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-69

COMPENSATION

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

***SEE EXHIBIT E ATTACHED**

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. Attendance reports for each school to calculate reimbursement.
- B. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- C. Line items for all supplies properly charged to the Services.
- D. Line items for all travel properly charged to the Services.
- E. Line items for all equipment properly charged to the Services.
- F. Line items for all materials properly charged to the Services.
- G. 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 \$112,060.00 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-69

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 #19-69

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 #19-69

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-69

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, **COUNTY OF VENTURA**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Oxnard School District/CFS Healthy Start Agreement 2019-20

School	Position	Annual Cost	.75 FTE		50% CWS Match	50% OSD Cost
McKinna	CWSW - Leticia Mendoza	\$122,554	\$91,916		\$45,958	\$45,958
McKinna	CA - Veronica Sahagun (formerly Ortega)	\$75,816	\$56,862		\$28,431	\$28,431
Total Cost	Totals	\$198,370	\$148,778		\$74,389	\$74,389
PSSF (.75 FTE (50% paid by PSSF and 50% split CWS/OSD))		Annual Cost	.75 FTE	50% PSSF	25% CWS Match	25% OSD Cost
Cesar Chavez	CWSW - Amy Jimenez	\$114,431	\$85,823	\$42,912	\$21,456	\$21,456
Cesar Chavez	CA - Maricela Lopez	\$75,816	\$56,862	\$28,431	\$14,216	\$14,216
	Totals	\$190,247	\$142,685	\$71,343	\$35,671	\$35,671

Supplies for Youth

\$2,000

Total Share of Cost OSD \$112,060

(does not include supervision, equipment, staff supplies, etc.)

Difference from FY 2018/19 Contract	\$109,115
	\$2,945

Notes:

- 1-Project includes two schools: McKinna funded with costs shared .75 FTE by OSD (50%) and CWS (50%) match funds and Cesar Chavez which has been funded with PSSF funds for 50% of .75 FTE with the other 50% of .75 FTE is shared between CWS Match Funding (25%) and OSD Cost (25%).
- 2-Assigned positions at each school include Child Welfare Social Worker (CWSW) and Case Aide (CA).
- 3-Annual cost is based on FY 2019-20 salaries and benefits (S&B) for the assigned staff.
- 4-For McKinna 50% of the actual cost of the positions should be paid by OSD to ensure full cost recovery, with FTE adjusted to fit budget.
- 5-FTE assigned calculated based on the available funding provided by OSD (same as for FY 18-19).

Weeks per year	52
Days paid per week	<u>5</u>
Days paid per year	260
% of FTE Available	<u>75%</u>
Days Available (paid)	<u>195</u>

Paid days include holidays, sick, vacation, training, LOA, etc.

Contract Term Requested by OSD (August 13, 2019, through June 19, 2020)

Aug	14
Sept	20
Oct	23
Nov	15
Dec	15
Jan	19
Feb	20
Mar	22
Apr	12
May	20
Jun	<u>15</u>
	195
Less Days Available	<u>-195</u>
Days Over Budget	<u>0</u>

CERTIFICATE OF LIABILITY COVERAGE

DATE
(MM/DD/YYYY)
06/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

INSURED The County of Ventura Attn: Risk Management 800 S. Victoria Avenue, #1970 Ventura, CA 93009 (805) 654-3197	ENTITIES AFFORDING COVERAGE
PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680	A: The County of Ventura B: C: D: E:

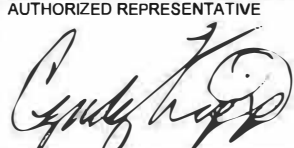
COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	Self-Insured	07/01/2019	07/01/2020	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$1,000,000
	<input type="checkbox"/>				PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/>				GENERAL AGGREGATE	\$1,000,000
	<input type="checkbox"/>				GEN'L AGGREGATE LIMIT APPLIES PER:	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$1,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

CERTIFICATE HOLDER Ventura County Schools Self-Funding Authority 5189A Verdugo Way Camarillo, CA 93012-8653	CANCELLATION SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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June 27, 2016

Elizabeth Atilano
Executive Director
Ventura County Schools Self-Funding Authority
5189A Verdugo Way
Camarillo, CA 93012

RE: Defense and Indemnity Obligations Under Contract

Dear Ms. Atilano:

This letter serves to advise that the County of Ventura maintains a self-insured retention (SIR) of liability coverage of \$1.0 million. County agencies and local school districts often partner to provide services, necessitating the two entities to enter into agreements wherein the entities are obligated to extend coverage, defend, and indemnify, for the acts and/or omissions of their agents.

This confirms that the County will honor its obligation under the SIR, as it would had there been an insurance policy in force under which the school district would be an additional insured. Where your districts would ordinarily look for an additional insured endorsement to document that obligation, this letter serves the purpose of that endorsement, since there is no policy upon which to endorse within the SIR.

Thank you for your assistance in mutually developing this understanding. Should you have any questions or concerns, I remain available.

Sincerely,



Chuck Pode
Senior Deputy Executive Officer/Risk Manager
Risk Management

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #19-57 with Nigro & Nigro, PC (Penanhoat)

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

As this scope of work falls outside of the firm's current Agreement for audit services, Agreement #19-57 is presented herewith for the Board's consideration.

FISCAL IMPACT:

Not to exceed \$1,250.00 to be paid from the General Fund.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #19-57 with Nigro & Nigro PC for a half-day workshop as outlined above.

ADDITIONAL MATERIALS:

Attached: [Proposal Letter ASB Workshop \(3 pages\)](#)



OSD #19-57

June 24, 2019

Oxnard School District
1051 South A Street
Oxnard, CA 93030

This letter is written in response to your District's request for a workshop to be provided by our firm on Associated Student Body (ASB) accounting procedures. Attached to this letter is an outline of the topics covered in the workshop.

Attendees

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

Format

The workshop will be presented in a lecture format, with an accompanying Power Point presentation. We will need a room with lights that can be dimmed and a projection screen. We can provide our own computer and projector, but if you have one readily available, please let us know. We also allow time during and after the workshops for questions and answers from attendees.

Date and Time

The workshop will be held on October 1, 2019 at a time to be determined for approximately 2½ to 3 hours. At the conclusion of the session, we may ask participants to complete a workshop evaluation.

Presenter

The workshop will be presented by Faith Kondrit. As an audit supervisor in the firm, she has years of experience auditing and advising ASBs of all sizes throughout California. She has either presented or co-presented this workshop numerous times.

Cost

The cost is \$960 for the workshop. The District will also be billed for mileage at the standard IRS rate.

Of course, the workshop will be tailored to your district. In other words, you tell us how much time you want us to spend going over particularly troublesome areas, and we'll do it. Attached is a proposed agenda for your review and approval prior to the workshop.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey Nigro", with a long horizontal flourish extending to the right.

Jeffrey Nigro, CPA, CFE

We hereby agree to the terms in this proposal.

Oxnard School District

Date

ASB WORKSHOP OUTLINE

Topics Covered

- I. Rules and Regulations
 - a. Board approval
 - b. Purpose
 - c. General principles
 - d. Clubs & boosters
 - e. IRS Regulations

- II. Budgetary Controls

- III. Cash Receipts
 - a. Deposit guidelines
 - b. Revenue potentials
 - c. Student stores
 - d. Ticket controls
 - e. Raffles

- IV. Cash Disbursements
 - a. Approvals
 - b. Proper check controls
 - c. Uses of funds

- V. The Audit

- VI. Fraud
 - a. Who commits fraud?
 - b. How fraud is committed
 - c. How to detect and prevent fraud

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #19-73 – California Department of Education – Child Development Division Contract #CSPP-9670 (DeGenna/Thomas)

The agreement formalizes services to be provided in accordance with Funding Terms and Conditions of the California State Preschool contract #CSPP-9670. Funding allows for the operation of 7 state preschool sites. Program operates for 180 days and follows the Oxnard School District calendar.

Term of the Agreement: July 1, 2019 through June 30, 2020

FISCAL IMPACT:

\$1,493,175.00 funding to the Oxnard School District to operate State Preschool Program.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-73 with California Department of Education – Child Development Division.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-73 - California Department of Education-Child Development Division \(6 Pages\)](#)

OSD AGREEMENT #19-73



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2019

CONTRACT NUMBER: CSP-9670

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 56-7253-00-9

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 19-20, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$48.28 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,493,175.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 30,926.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Lisa Franz, Director of Purchasing				
TITLE Contract Manager		ADDRESS 1051 South A St. Oxnard, CA 93030				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,493,175	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7253	CHAPTER B/A	STATUTE 2019			FISCAL YEAR 2019-2020
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,493,175	ITEM 30.10.010 6100-196-0001	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Oxnard School District		<i>Federal ID Number</i> 95-6002318
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Lisa Franz, Director of Purchasing		
<i>Date Executed</i>	<i>Executed in the County of</i> Ventura	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> Oxnard School District	<i>Federal ID Number</i> 95-6002318
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Lisa Franz, Director of Purchasing	
<i>Date Executed</i> 	<i>Executed in the County and State of</i> Ventura

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #19-74, Ellevation Education (DeGenna/Batista)

Ellevation Education will provide professional development to teachers in the Oxnard School District during the 2019-2020 school year on the use and deployment of their Ellevation software.

Term of Agreement: August 1, 2019 through July 31, 2020

FISCAL IMPACT:

Not to exceed \$6,000.00 – LCFF

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-74 with Ellevation Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-74 - Ellevation Education \(6 Pages\)](#)
[Statement of Work \(12 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

Ellevation Subscription Agreement

This Subscription Agreement ("Agreement") is being entered into between Ellevation Inc., having an address at 38 Chauncy Street, Boston, Massachusetts 02111 ("Ellevation") and the Company Name identified as "Customer" below. Customer understands that this Agreement is governed by the Terms and Conditions attached hereto as **Exhibit A**, which are incorporated herein by reference. In the event of any conflict between this Agreement and **Exhibit A**, the terms of this Agreement shall control. This Agreement is effective as of the Subscription Start Date set forth below

Company:	Ellevation Education	Customer:	Oxnard School District, CA
Representative:	Michele Rodriguez-Flores	Contact Name:	Marlene Batista
Email:	michele.flores@ellevationeducation	Email:	mbatista@oxnardsd.org
Phone:	617-307-5755	Phone:	(805) 385-1501 Ext. 2351
Address:	38 Chauncy St, 9th Floor, Boston, MA 02111	Address:	Educational Service Center 1051 South A Street, Oxnard, CA 93030
Start Date:	8/1/2019	End Date:	7/31/2020

Annual Subscription Fees

Subscription Total:	\$0.00
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Services Fees

Product	Quantity	Unit Price	Discount	Total Fees
In-Person Training	2	\$3,000.00		\$6,000.00
Services Total:				\$6,000.00

Total Investment

Grand Total:	\$6,000.00
--------------	------------

Invoicing Schedule:

Payment Term: Net 30

Contract Term: 12

1 **Definitions.**

- 1.1 The **“Platform”** is Ellevation’s proprietary, Internet-delivered SaaS platform of servers, software and related technology that is hosted, served or managed by Ellevation or Ellevation’s third-party service provider, and furnished to Customer under this Agreement. The Platform provides for the ability for Customer to: (1) utilize Ellevation’s proprietary data management system for English Language Learners or “ELLs”; (2) access reporting tools related to the productivity and performance of Customer’s ELLs; and (3) utilize instructional content for Customer’s ELLs.
- 1.2 **“Customer User”** shall mean any of Customer’s authorized users of the Platform.
- 2 **Services.** Ellevation agrees to deliver the software and perform the services described in any Statement of Work (“SOW”) which may be issued hereunder from time to time, and any such SOW are incorporated into this Agreement by reference (the **“Services”**).
- 3 **Fees and Payment.** Customer will pay the Subscription Fees and any related fees, as applicable, as set forth in Customer’s Subscription Agreement. All invoices are payable within thirty (30) calendar days following receipt by Customer. Past due amounts are subject a late payment charge, until paid, at the rate of One and a Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.
- 4 **Term and Renewal.** The term of this Agreement shall be for an initial term of twelve (12) months commencing on the Effective Date of this Agreement unless otherwise expressly stated in the Agreement (“the **“Initial Subscription Term”**”). Following expiration of the Initial Subscription Term, Customer’s subscription will automatically renew for successive twelve (12) month renewal terms (each a **“Renewal Term”**) unless either party provides written notice of non-renewal at least thirty (30) calendar days prior to the expiration of the Initial Subscription Term or any subsequent Renewal Term. The Initial Subscription Term and Renewal Term(s) shall be collectively referred to herein as **“Term.”** Ellevation may raise the Subscription Fees any time after the expiration of the Initial Subscription Term with such increases effective thirty (30) days following advance written notice to Customer.

5 **License Grant**

- 5.1 **Customer Users** Ellevation will provide user account(s) for the number of authorized Customer’s Users.
- 5.2 **Permitted Use** During the Term of this Agreement, Ellevation hereby grants Customer a worldwide, non-exclusive, non-transferable right to access, use the features and functionality of the Platform solely for Customer’s educational purposes, subject to the terms and conditions of this Agreement. All rights not granted in this Agreement are reserved by Ellevation.
- 5.3 **Prohibited Use** Customer will not (and will ensure that Customer Users do not): (a) use the Platform other than in compliance with this Agreement and applicable federal, state, and local laws; (b) “frame,” distribute, resell, or permit access to the Platform by any unauthorized third party; (c) interfere with the Platform or disrupt any other user’s access to the Platform; (d) attempt to gain unauthorized access to the Platform, or attempt to discover the underlying source code or structure of the Platform, or otherwise reverse engineer the Platform; (f) submit to the Platform any content or data that is: false, misleading, defamatory, threatening, or which could otherwise constitute hate speech; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of “spam”; (g) submit to the Platform any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Platform.

Customer must also ensure that: (a) it provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; and (d) that neither Customer nor any Customer User will impersonate another user of the Platform or provide false identity information to gain access to or use the Platform.

6 **Ownership and Rights**

- 6.1 **Ownership of Customer Content.** Customer retains all right, title and interest in: (i) any data, files, attachments, text, images, and other content that Customer or a Customer User uploads or submits to the Platform under this Agreement; and (ii) any reports produced by Customer in connection with use of the Platform (collectively, **“Customer Content”**).
- 6.2 **Limited Use of Customer Content by Ellevation.** During the Term, Customer hereby grants Ellevation the right to use and transmit the Customer Content for purposes of: (a) making Customer Content available for viewing and downloading by Customer Users. During the Term and thereafter, Customer grants Ellevation the right to use the Customer Content solely on an aggregated, de-identified basis, to (i) improve its educational products for the purposes of adaptive and customized learning; (ii) demonstrate the effectiveness of its products (in terms of benchmarks, trends, statistics, and comparisons) for purposes of promotion, marketing, and sale of its products and services; and (iii) for the development and improvement of its educational sites, services, or applications.
- 6.3 **Ownership of Platform.** As between the parties, Ellevation retains all right, title and interest (including all intellectual property and proprietary rights therein) in and to the following but excluding any Customer Content: (a) the Platform

and the technology and software used to provide it; (b) all electronic and print documentation and other content made available or collected through the Platform; and (c) all data or information contained in or derived from the Platform (collectively, "Ellevation Data"). Subsections (a), (b) and (c) are defined as the "Ellevation IP". Except as expressly set forth in this Agreement, Ellevation shall have the right to use or disclose the Ellevation IP including the Ellevation Data at its sole discretion. In addition, except for Customer's rights to access and use the Platform set forth in this Agreement, nothing in this Agreement licenses or conveys any right to the Ellevation IP to anyone, including Customer

6.4 **Feedback.** Ellevation will have a perpetual right but not the obligation to use and incorporate into the Platform any feedback or suggestions for enhancement that Customer provides to Ellevation concerning the Platform ("Feedback"), without any obligation of compensation. Customer hereby acknowledges that Feedback shall be considered Ellevation IP.

7 **Confidentiality and Data Security.**

7.1 **Confidentiality.** As used herein, the "Confidential Information" of a party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other party ("Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes but is not limited to, the terms and conditions of this Agreement; pricing for the Platform; and information about Ellevation's tools and features. Except as expressly permitted in this Agreement, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this Agreement (including, in the case of Ellevation, to provide the Platform).

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (x) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (y) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (z) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party. For the sake of clarity Confidential Information does not include information independently acquired by the newsroom of or the editorial staff of Ellevation or any of its related companies. The Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request after the termination or expiration of this Agreement and (if requested by the Disclosing Party) certify such return or destruction in writing.

7.2 **Confidentiality of Student Records.** Customer appoints Ellevation a "school official" as that term is used in the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq., and determines that Ellevation has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement. Ellevation agrees to be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its collection, use and handling of personally identifiable student data. Ellevation will use personally identifiable student data only to fulfill the Services in performance of this Agreement, and as permitted pursuant to Section 6.2 of this Agreement, will only share personally identifiable student data with its third-party vendors as necessary to fulfill the Services in performance of this Agreement.

7.3 **Data Security.** Ellevation deploys commercially reasonable security precautions intended to protect against unauthorized access to Customer data, including Personal Information, stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees. *Personal Information* shall mean an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal Information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

7.4 **Notification of Breach.** Both parties agree to promptly notify the other party of any breach, or attempted breach, of security that such party knows of, or reasonably believes to know of, that may affect Customer Content on the Platform.

7.5 **Legal Requests for Data.** If Ellevation receives a court order or subpoena for Customer Content, Ellevation agrees to provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt of it and shall notify the Customer of the content of any testimony or information to be provided and provide the Company with copies of all documents to be produced. 210

8 Representation and Warranties; Disclaimers

8.1 Ellevation Representations and Warranties. Ellevation warrants that:

(a) it has the necessary authority to enter into this Agreement;

(b) it owns or has the right to use all intellectual property required by the Platform, including but not limited to any necessary trademark, copyright or patent rights;

(c) it will provide the Platform and related services in a professional and workmanlike manner and in accordance with the specifications set forth in any Statement of Work issued hereunder;

(d) it will comply with all applicable laws that apply to the Platform, including applicable laws regarding access to government records in the state where Customer is located; and

8.2 Customer Representations and Warranties. Customer hereby represents and warrants that: (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the Platform and to grant Ellevation the rights to use Customer Content set forth in Section 6.2; (c) any materials uploaded to the Platform does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws that apply to its performance under this Agreement.

8.3 Disclaimer. Customer acknowledges that, as an internet-delivered software application, the Platform may experience periods of downtime, including but not limited to due to scheduled maintenance, and third-party service outages.

Accordingly, ELLEVATION DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, INCLUDING ITS DOCUMENTATION, THE PLATFORM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE PLATFORM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY

9 **Drug Free Workplace.** Ellevation provides a drug-free workplace for its employees, including; (i) posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Ellevation's workplace and disciplinary action may be taken for violations of such prohibition; (ii) stating in all job solicitations or advertisements for employees placed by or on behalf of Ellevation that it maintains a drug-free workplace; and (iii) going forward, it shall include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section 8.1(f), "drug-free workplace" means a site for the performance of work done in connection with this contract where the employees of Instructure are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10 **Insurance.** Ellevation shall provide professional liability insurance with amounts of no less than \$1,000,000.00 per incident and \$2,000,000.00 per aggregate.

Upon written request, Ellevation shall file with the District a Certificate of Insurance. The Certificate of Insurance shall include the liability coverage limits, dates of coverage, coverage of the Ellevation and its agents, and a clause which names the District as an additional insured for claims arising under this Agreement.

11 Termination.

11.1 Termination. Either party may terminate this Agreement immediately if (i) the other party breaches any material provision and fails to cure its breach within twenty (20) days after receiving the other party's written notice identifying the breach, and/or (ii) for any or no reason, upon sixty (60) days' prior written notice. In addition, Ellevation may suspend Customer's access to the Platform immediately if Customer fails to make a payment for more than thirty (30) calendar days following its due date

11.2 Treatment of Customer Content at Termination. Customer shall have sixty (60) days following the termination or expiration of this Agreement to provide Ellevation with a written request for a one-time, delimited file export of its data from the Platform via SFTP. Regardless of whether Customer timely requests a one-time export within this 60-day period and except as otherwise provided in Section 6.2 above, within sixty (60) days of the termination or expiration of this Agreement, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the Platform, including any such data stored in Ellevation's backup systems.

12 Indemnification

12.1 Ellevation will defend, indemnify and hold harmless Customer and its employees and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the Platform, or Customer's use thereof in accordance with this Agreement, infringes or violates any copyright, trademark, U.S. patent, or other proprietary right of any third party;

- provided, that Ellevation will not be obligated under this sentence to the extent any such infringement or violation arises from use of the Platform in combination with technology or services not provided by Ellevation and/or from use of the Platform and/or the Ellevation Network in violation of the terms and conditions set forth in this Agreement.
- 12.2 To the extent permitted by applicable law, Customer will defend, indemnify and hold harmless Ellevation and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses (including reasonable outside legal costs), that arises out of or relates to Customer Content (except to the extent such claim arises from Ellevation's use of Customer Content in violation of this Agreement), including without limitation claims that Customer Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law or regulation.
- 13 **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S TOTAL, AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING WITHOUT LIMITATION CLAIMS FOR INDEMNIFICATION UNDER SECTION 10) WILL NOT EXCEED THE FEES ACTUALLY PAID TO ELLEVATION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- 14 **Notices.** All notices under this Agreement must be in writing and sent via email to notices@ellevation.com and, if to Customer at the email address provided in Customer's Subscription Agreement
- 15 **Entire Agreement.** The Subscription Agreement together with these Terms and Conditions represent the entire agreement between the parties regarding Customer's use of the Platform and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters
- 16 **Assignment.** Ellevation may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Ellevation's assets provided that such successor agrees to be bound by all of the terms and conditions hereof.
- 17 **Force Majeure.** Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force Majeure events. "Force Majeure" events will mean: armed conflicts, famine, floods, Acts of God, labor strikes or shortages, governmental decree or regulation, court order, severe weather, fire, earthquake, acts of terrorism, failure of suppliers, unavailability of communications transport facilities and breakdowns in communications transport facilities; provided however, that this provision does not apply to Customer's obligations to make payments hereunder.
- 18 **Miscellaneous.** This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state; provided that jurisdiction for any dispute that arises hereunder shall be in the state and federal courts of the Commonwealth of Massachusetts. In the event a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties agree that the court shall modify such provision(s) to make such provision(s) and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically will be deemed to be their original signatures for any purpose whatsoever.

ELLEVATION INC.

Oxnard School District, CA

By: _____

By: _____

Name: _____

Name: **Lisa A. Franz**

Title: _____

Title: **Director, Purchasing**

Date: _____

Date: _____

Ellevation

Customer Statement of Work-4

2020

Oxnard School District

Submitted by:

Ellevation Inc.
PO Box 961870
Boston, MA 02196

The information in this Customer Statement of Work shall not be disclosed outside the OSD. Customer shall have the right to duplicate, use or disclose the information to the extent provided in the Agreement. This restriction does not limit the right of Customer to use information contained in the Customer Statement of Work if it is obtained from another source without restriction.

Table of Contents

Program Information	3
I. Overview	4
II. Introduction and Purpose	4
III. Customer Goals	5
IV. Scope and Schedule	5
Appendix A: General Assumptions	15
Appendix B: Deliverables Acceptance and Billing Procedure	16
Appendix C: Customer Escalation Procedure:	17
Appendix D: Signature Page	17

Program Information

Oxnard School District (OSD) Information	
Customer Name:	Oxnard School District
Program Name:	Ellevation Education
(OSD) Director ELL Programs	Dr. Marlene Batista
Program Information	
Ellevation Engagement Director:	Sergio Flores
SOW Duration:	12 Months
Anticipated Start Date:	9/1/19
Anticipated End Date:	8/31/20

I. Overview

This Customer Statement of Work (“SOW”) is made pursuant to the Agreement dated September 1, 2019 between Ellevation and Oxnard School District (“Customer”). This Customer Statement of Work #4 including (collectively referred to as the (“Sow-4”) shall describe in detail the scope of the Services for the next period of the Agreement term. The terms and conditions of the Agreement are deemed incorporated herein by this reference. The products and Services to be provided by Ellevation pursuant to this Sow-4 and the Agreement are sometimes referred to herein collectively as the “Program.” The term of this Sow-4 shall commence on the Effective Date and shall terminate on August 31, 2020, or later if mutually agreed by the Parties in writing.

II. Introduction and Purpose

The purpose of this Sow-4 is to outline the scope and completion criteria for the ongoing support of Ellevation. Our processes are based on success, building on a collaborative relationship between our Customer and our Partner Support Organization. Your Ellevation Engagement Director (ED) will continue to provide direction, oversight, communication, and project execution to support both the Ellevation team and your OSD team in moving the project forward.

Your Ellevation Implementation Manager will continue to work closely with the OSD to provide project planning and product specialist consulting. Day-to-day product related questions will be managed by the Ellevation Help Desk. This will ensure that all issues are tracked and can be resolved quickly and efficiently.

Year two (2) will provide the opportunity to reflect on the progress made in year one (1), assess OSD priorities, and set new goals for implementation. The phases for implementation in year 2 may overlap and in some cases may also be cyclical depending upon the scheduled deployment of particular features. Ellevation’s Partner Support Organization (PSO) utilizes a six-phase implementation process with clearly defined steps, deliverables, and timeframes. A detailed overview of the implementation process for year 2 is delineated below:



Please read through this Sow-4 entirely to gain an understanding of the expected scope, Ellevation deliverables, and any Customer responsibilities.

III. Customer Goals

Dr. Batista and members of the OSD team articulated the following goals for the implementation of Ellevation:

1. EL leads will analyze multiple pieces of data and monitor language proficiency growth in order to create groups and provide targeted instruction based on student needs.
2. EL leads will use Ellevation to streamline and conduct reclassification meetings for 100% of students meeting exit criteria. In addition, users will leverage the exit center to monitor progress for all students missing criteria in order to determine validity of exit measures and provide targeted support to ensure timely and appropriate reclassification.
3. Classroom teachers will complete monitoring forms for 100% of RFEP students during the Spring. In addition, EL leads will review flagged forms and follow up with 100% of classroom teachers within four weeks of the form due date, in order to address flagged concerns and identify next steps to ensure RFEP students are appropriately supported.

IV. Scope and Schedule

This Statement of Work (Sow-4) describes the work, deliverables, and services to be provided in program year 2. Services shall be based on the deliverables agreed to between the parties and further described in this document. Precise dates will be reflected in the weekly status report provided by Ellevation and the associated meeting agendas. This Sow-4 references specific service deliverables. These dates are dependent on various factors and may change the delivery schedule if certain conditions arise.

SOW-4 does not include items or issues yet to be identified that may or may not result in changes to scope that have not yet been vetted through the discovery process. Any such items would only be added to Sow-4 via the change control process noted in Appendix C of this document.

Time Period	Focus Area(s)	Deliverable Description	Completion Criteria	Owner(s)	Evidence or Output
May 2019	General	Create SOW for the new contract year.	Ellevation and OSD approve and sign the SOW.	Ellevation and OSD	Signed Statement of Work (Sow-4)
July 2019	General	Create Professional Development Plan to support the rollout of in person/online trainings.	Ellevation, in collaboration with OSD, outlines the rollout, delivery, and scope of training.	Ellevation and OSD	Completed and signed Training Plan.
Aug./ Sept. 2019	Ellevation Collaborate Training	Deliver in person training for key platform users across sites on Collaborate. Provide	OSD platform users will participate in Collaborate training. Training will provide users with resources to	Ellevation and OSD	Collaborate training has been delivered and participants

		users with resources to support classroom teachers to use Collaborate for monitoring.	support classroom teachers across sites to use Collaborate in order to meet OSD goals.		support classroom teachers to use Collaborate.
Sept. 2019	Monitoring	Confirm all monitoring settings, due dates and configurations.	OSD reviews numbers of students who should appear in the Bird's Eye and confirms they are present.	Ellevation and OSD	All RFEP (monitored) students are appearing in the Monitoring Bird's Eye.
Sept. 2019	Monitoring	Assign monitoring forms to all OSD RFEP students.	All RFEP forms will be automatically assigned and teachers will receive notification e-mails.	Ellevation and OSD	All appropriate forms are assigned and teachers have received assignment e-mails.
Sept. 2019	Monitoring	Monitor the completion of RFEP forms.	All assigned forms are submitted and digital reminders are sent as need be.	OSD	Monitoring Bird's Eye Displays that all assigned forms have moved into the "submitted" bucket.
Sept. 2019	New School Year	Ensure that all new students have an updated status based on assessments.	As students are screened, their EL status is assigned in the SIS and loaded into Ellevation.	Ellevation and OSD	All new students are present in Ellevation and their statuses are updated on an ongoing basis.
Sept.. 2019	Reclassification	Student data (ELPAC) is uploaded and then reviewed using Ellevation's Exit Center and Student List.	All ELPAC data files utilized for reclassification purposes have been uploaded and their assessment data has been analyzed.	Ellevation and OSD	A master set of student's being considered for reclassification is created.
Sept. 2019	Reclassification	Teachers' input on the reclassification process will be gathered.	Teachers will be assigned monitoring forms to provide input on students' academic performance and eligibility for reclassification.	Ellevation and OSD	All eligible ELs have been reviewed by teachers and input has been captured.
Sept. 2019	Reclassification	EL team will conduct reclassification meetings.	EL team review all students eligible for reclassification and the forms completed by teachers making reclassification decisions.	Ellevation and OSD	A list of students who will be reclassified is generated.
Oct. 2019	Reclassification	Students' status changed.	All students who have been qualified for reclassification will have their statuses changed from EL to RFEP in SIS.	Ellevation and OSD	Recently reclassified students will show with their updated status in Ellevation.

Oct. 2019	Compliance	Perform Census Day Counts.	OSD reviews student counts by designation and primary language. This date occurs on the first Wednesday of October.	Ellevation and OSD	Partner submits Census Day counts for Fall 1 CALPADS submissions.
Feb 2020	ELP Assessment Data	ELPAC administered.	OSD assesses all current, active ELs on ELPAC.	OSD	Scores are available and loaded into Ellevation for all EL students.
March 2020	Monitoring	Confirm all monitoring settings, due dates and configurations.	OSD reviews numbers of students who should appear in the Bird's Eye and confirms they are present.	Ellevation and OSD	All RFEP (monitored) students appear in the Monitoring Bird's Eye.
March 2020	Monitoring	Assign monitoring forms to all OSD RFEP students.	All RFEP forms will be automatically assigned and teachers will receive notification e-mails.	Ellevation and OSD	All appropriate forms are assigned and teachers have received assignment e-mails.
March 2020	Monitoring	Monitor the completion of RFEP forms.	All assigned forms are submitted and digital reminders are sent as need be.	OSD	Monitoring Bird's Eye Displays that all assigned forms have moved into the "submitted" bucket.
April 2020	Student Data	SBAC Administered.	OSD administers the SBAC Math and ELA assessments to all eligible students.	OSD	All EL students take the SBAC with appropriate supports
May 2020	Student Data	Determine a plan for how student data will be managed over the summer.	Ellevation and OSD determine the best process for managing student data over the summer.	Ellevation and OSD	Plan is executed by OSD staff.
June 2020	Training	Training plan is developed for the 2018-2019 school year.	OSD and Ellevation determine the timeline and scope of trainings to be administered throughout the 2018-19 school year.	Ellevation and OSD	Training dates are secured for the 2018-2019 school year.
June 2020	General	Create a SOW for the new contract year.	OSD approves and signs the SOW.	Ellevation and OSD	Signed Statement of Work (SOW-3).
June 2020	ELP Testing	All annual ELPAC scores are received and loaded.	Ellevation receives 2017 ELPAC scores and loads the files.	Ellevation and OSD	ELPAC scores are available throughout Ellevation for use.
July 2020	Database Maintenance	Add/deactivate platform users and teachers.	Ellevation and OSD confirm that the necessary personnel have access to the database.	Ellevation and OSD	Users are updated in database.

July 2020	New School Year	Update the Program year in Ellevation.	Ellevation communicates process for updating the Program Year in the database. OSD updates Program year.	Ellevation and OSD	Program year is updated in database, goal year default is updated, testing year default and programs coming from the SIS data file are displayed in Ellevation as the current school year.
July 2020	Database Maintenance	Load SBAC scores and all EOY assessment data from the 2018-2019 school year.	OSD data team sends all data files to be uploaded. Ellevation data team loads the files and standardized test scores are available in Ellevation.	Ellevation and OSD	Standardized and formative test scores are available throughout the Ellevation database.

Appendix A: General Assumptions

1. An Ellevation Implementation Manager, Engagement Director, and Training Manager will be assigned based on confirmed start date and will be available for completion of implementation items as outlined in this Customer Statement of Work.
2. Implementation services will be delivered remotely as a standard. In the event that the Customer requests additional onsite meetings or if travel is necessary for any reason, travel costs may be billed to the Customer at actual amounts. [?]
3. Customer will comply with all data format specifications required to load data into Ellevation. [?]
4. Customer will provide data and information requested by Ellevation in a timely and efficient manner. [?]
5. The Ellevation ED and IM will provide the appropriate procedures, guidelines, standards, reference materials, and system/application documentation to the Customer. [?]
6. The Ellevation ED and IM will facilitate access to the appropriate Ellevation personnel necessary to complete the implementation of Ellevation. [?]
7. Customer training should be requested at least four (4) weeks in advance of the desired training date if at all possible.
8. Upon receipt of Customer training request, Ellevation will confirm training dates within five (5) business days or suggest alternate dates.
9. Upon confirmation of training dates, Customer will provide a list of all expected training participants no later than one week prior to the scheduled training date. The list of participants should include first name, last name, role, school/<INSERT DISTRICT INITIALS HERE>, and email address.
10. All Customer data must be loaded and QA'd at least two (2) weeks in advance of Customer training. If data has not been QA'd and validated, Ellevation reserves the right to postpone training. This reflects the importance of training educators using actual and accurate student

data.

11. Training that is rescheduled at the Customer's request within three (3) weeks of a confirmed training date may result in additional travel costs, and travel costs may be billed to the Customer.
12. Any changes to the scope or timelines of the project must first be reviewed and approved by the Ellevation IM and the Customer Implementation Project Lead prior to changes being made to the project plan. ☒

Appendix B: Deliverables Acceptance and Billing Procedure

This Customer Statement of Work outlines Ellevation deliverables for each phase of the implementation project in the Ellevation Objectives and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure.

Deliverables Acceptance:

System support and troubleshooting does not apply to these acceptance criteria and will follow standard Ellevation technical support channels.

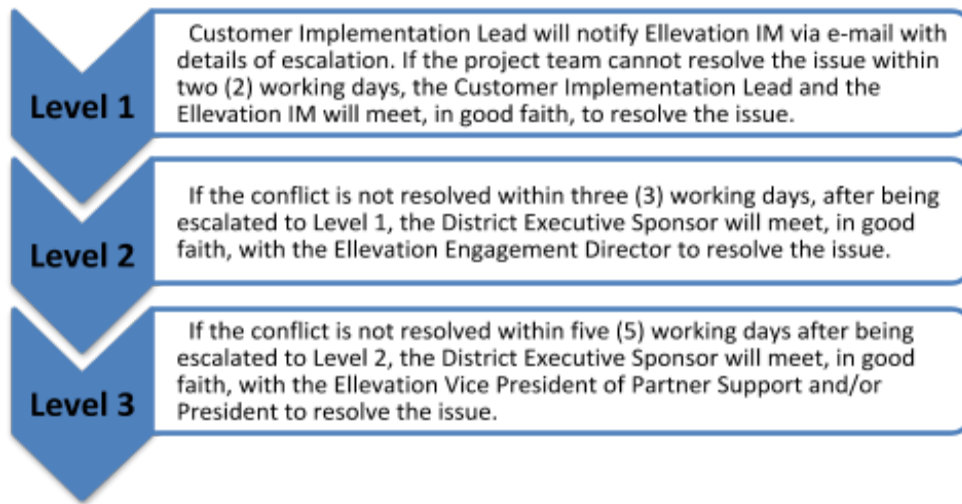
- Deliverable will be submitted or delivered to the Customer Implementation Project Lead or designated Customer implementation team member. It is the Customer Implementation Project Lead's responsibility to review and accept deliverable as complete. ☒
- Within four (4) business days of completion of each implementation project phase, the Customer Implementation Project Lead will either accept the deliverables or provide the Ellevation IM a written list of objections, if any. If no response from the Customer Implementation Project Lead is received within four (4) business days, then the deliverables will be deemed accepted, unless the Customer requests in writing an extension. ☒
- The Ellevation IM will consider the Customer's objections within the context of Ellevation's obligations within this Customer Statement of Work. Revisions agreed to by Ellevation will be applied, at which time the deliverables will be reviewed within four (4) business days and the Customer Implementation Project Lead either will accept the deliverables or provide the Ellevation IM a written list of objections, if any. If no response is received within four (4) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension. ☒
- The process as described in this section shall be repeated as objections are being resolved until reaching a mutually satisfactory conclusion.
- The Customer's objections that are not agreed to by Ellevation will be managed in accordance with the Project Change Control procedures outlined in Appendix C.
- If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and Ellevation will follow the Escalation Procedure described in Appendix C. ☒

Billing Procedure: ☒

- All services are invoiced prior to project as outlined in this Customer Statement of Work (SOW). All invoices shall be paid within thirty (30) days of the date of the invoice (unless otherwise prescribed by local law).

Appendix C: Customer Escalation Procedure:

The following procedure will be followed if resolution is required to a conflict arising during the performance of this Customer Statement of Work. When a conflict arises between the Customer and Ellevation, the Program team member(s) will first strive to work out the problem internally. If a resolution cannot be reached, then the issue should be escalated according to the following



During any conflict resolution, Ellevation agrees to continue to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. The Customer agrees to continue to pay invoices per the Agreement for items not in dispute.

Appendix E: Signature Page

The Customer listed below understands and agrees to services as described in this Ellevation Implementation SOW-4:

Ellevation Implementation SOW-4	
■ ■	
Customer: Oxnard School District	
Name: <u>Lisa A. Franz</u>	Title: <u>Director, Purchasing</u>
Signature: _____ (Authorized Signature)	Date: _____
Company: Ellevation Inc.	
Name: _____	Title: _____
Signature: _____ (Authorized Signature)	Date: _____
■ ■	

Please return this signed document to your designated Ellevation Engagement Director.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement/MOU #18-243, Cecilia Arredondo 2018-19 (DeGenna/Ramos)

Cecilia Arredondo provided 18 weeks of music lessons in K-1st grades at Elm School, from August 16, 2018 through June 14, 2019. Students were engaged in music fundamentals that included interactive lecture style with music and movement, rhythm instrument use, drum circles, and recorders, in an age-appropriate and fun manner while preparing for a year-end musical performance. Lessons were provided for 30-45 minutes on Fridays, from 8:00 a.m. - 2:10 p.m. Lessons took place in classrooms in order to accommodate each grade level.

FISCAL IMPACT:

Not to exceed \$3,000.00 – LCFF

RECOMMENDATION:

It is the recommendation of the Principal, Elm School, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #18-243 with Cecilia Arredondo.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #18-243 - Cecilia Arredondo \(1 Page\)](#)

**AGREEMENT/MEMORANDUM OF UNDERSTANDING #18-243 BETWEEN
CECILIA ARREDONDO, MUSIC CONSULTANT, AND OXNARD SCHOOL DISTRICT
FOR CLASSROOM MUSIC INSTRUCTION**

This Memorandum of Understanding (MOU) is entered into by **CECILIA ARREDONDO** and **OXNARD SCHOOL DISTRICT (OSD)** to facilitate music instruction in the classroom.

The MOU sets forth the respective roles and responsibilities each bring to the program.

CECILIA ARREDONDO will:

1. Be contracted to provide musical services at the following school:
ELM Elementary not to exceed \$ 3,000.00
2. Name **OSD** additionally insured in the amount of (\$1,000,000 per occurrence, \$2,000,000 aggregate) from August 16, 2018 through June 14, 2019.
3. Provide the following services: curriculum based songs, grade-level musical concepts (K-1), musical instruments for the students (recorders, bells, percussion, ukuleles, etc.), handouts to accompany the lessons, and live demonstrations on various instruments that she plays – keyboard, recorder, ukulele, and guitar.

OSD will:

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

This MOU is for the school year consultancy from August 16, 2018 to June 14, 2019.

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

Lisa A. Franz, Director, Purchasing

Date

Cecilia Arredondo, Music Consultant

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #19-79, Frog Environmental Inc. (Penanhoat/Briscoe)

Frog Environmental Inc. will perform the required Annual Comprehensive Facility Compliance Evaluation (ACCFCE) of the district's Transportation facility, during the 2019-2020 fiscal year. Services will include: SWPPP updates based on review of all samplings, visual observations and inspection records, Lab and Sampling Services, completion and submittal of the 2019-20 Level 2 Technical Report and provision of Storm Water Monitoring services.

FISCAL IMPACT:

Not to exceed \$5,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #19-79 with Frog Environmental Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-79 - Frog Environmental Inc. \(3 Pages\)](#)



2019-2020 Storm Water Monitoring Contract

Client: Oxnard School District
Address: 516 West Wooley Rd, Oxnard, CA 93030

Monitoring:

- Provide a Monitoring Plan and related administrative items and services, such as binders, service visit scheduling, and phone consulting.
- Provide required annual training for employees to perform required tasks such as proper completion of Monthly BMP Inspection Reports and Monthly Observations, rain preparation, and proper sampling techniques.
- Observations and comprehensive site BMP Evaluations performed throughout the year. This includes completing required forms and a BMP Report of findings for client.
- Perform records audit reviewing the Monthly BMP Inspection Reports and any other records generated.
- Provide rain alerts for forecasted rain events.
- BMP Site Evaluation and Recommendation Report included.

SMARTS Database Administration:

- Provide support and oversight of SMARTS database set-up and administration.
- Upload Annual Report, notifications and SWPPP changes as required via the SMARTS database.
- Upload sample results within 30 days via the SMARTS database.

SWPPP Updates:

- Update basic changes for SWPPPs updated or prepared by Frog Environmental. *

* Updates on client prepared SWPPPs will be reviewed on a case-by-case basis to determine whether Frog or client will perform updates.

**Updates that are required due to newly adapted TMDL regulations will be quoted/billed separately.

Annual Report:

- Perform the required Annual Comprehensive Facility Compliance Evaluation (ACFCE), including SWPPP updates based on a review of all sampling, visual observations and inspection records. The ACFCE also includes an inspection of potential pollutant sources, BMPs, and drainage areas having no exposure to industrial activities.
- Assess compliance and BMP effectiveness.
- Review all generated records for proper completion of Annual Report.*
- Enter reports to the State Water Resources Control Board (SWRCB) via SMARTS.

* Additional charges may apply if significant records assistance is needed to complete report.

Basic Run-Off Sampling Services:

- Provide rain alerts for forecasted rain events so Pre-Storm Visual Inspections and BMP Implementation can be performed by client.
- Discuss sample results with client, indicating any exceedances. Interpretation of results will be provided when necessary.
- CERS access for HUC-10 analysis.
- Provide initial training for employees to perform required tasks. *

* Additional training may be provided if needed (e.g. review of sample and observation locations, proper sampling technique, and proper completion of the Chain of Custody).

Cost for Monitoring Services:

\$ 574.00 Due August 1

\$ 574.00 Due November 1

\$ 574.00 Due February 1

\$ 574.00 Due May 1

\$ 2,296.00 Total Annual Cost – Lab and Sampling Fees Billed Separately (Invoices Net 30 Days)

Additional Client Services**Lab and Sampling Services*****Cost for Run-Off Sampling per event based on 3 point(s) and additional parameters None:*** **Lab Services and Sampling Using Frog Environmental**

Frog will provide the following:

- An initial sampling kit and additional sampling kits when needed.
- Coordination of sample delivery to laboratory, performed by Frog or a courier service at no additional charge.*
- Communication of sample results to client indicating any exceedances.
- Additional training as needed.

Additional charges may apply if samples need to be expedited.Please check one of these options:* **Frog will collect** samples, coordinate with lab and provide results and interpretation. **\$TBD** per event. (Visual Observations included) *Contact for availability.* **Client will collect** samples. Frog will coordinate with lab and provide results and interpretation. **\$525** per event, **\$175** per point. **Client to use own lab, will be responsible** for collecting samples, lab coordination, and delivering results to Frog. Frog will still provide training, rain alerts, oversight and results interpretation.**Monthly BMP Inspection Reports*****Required monthly, performed year round:*** **Frog will perform** the Monthly BMP Inspection Reports at **\$TBD** per report. *Contact for availability.* **Client will perform** the Monthly BMP Inspection Reports (Frog will provide all necessary documents).**Other Services:**

- Responses to agency inspections, general agency correspondence, QISP oversight, and expert witness are not included and will be billed at an hourly rate of **\$75 to \$125**.
- Site visits: Up to four visits are included. Additional site visits are subject to billing at an hourly rate of **\$75 to \$125**.
- Additional site visits, services, or sampling required due to any changes in Water Board policies with respect to Total Maximum Daily Loads (TMDLs) or Hydrologic Unit Code 10 (HUC-10) Watershed requirements are not included and will be billed at an hourly rate of **\$75 to \$125**. Additional parameters or sample points will be billed based on the Lab and Sampling Service rates in this contract.
- Unforeseeable events and major changes to the Scope of Work are not included and will be billed as Time and Materials at an hourly rate of **\$75 to \$125**.
- Prior to additional work, a separate quote will be issued with an estimated budget to complete the task. **No additional work will be conducted until authorization is granted.**

231

Please Initial _____

Purchase Order Required:**P.O. #** _____

Client (Print and Sign) Lisa A. Franz, Director, Purchasing

Date



Terry Balog, CEO, Frog Environmental, Inc.

July 1, 2019

Date

1. Acceptance: Contract quotes are valid for 30 days from the date of quotation.

2. Term: This Agreement shall commence and be effective concurrent with the start of the Storm Water Year (July 1st), hereto ("Effective Date"), and shall have an "Initial Term" of one (1) year from the Effective Date and shall be effective until terminated pursuant to the "Termination Clause".

3. Auto-Renewal: Unless written notification to not renew this Agreement is provided no less than sixty (60) days prior to the expiration of any Term, after the Initial Term, this Agreement shall be self-renewing initially on an additional one (1) year basis, and then every subsequent time thereafter on an annual basis for a time period of an additional twelve-month period each independent time this Agreement self-renews. The date of the annual self-renewal shall be on July 1st of each respective year.

4. Termination Clause: Client may terminate this contract at any time for any reason by giving at least 60 (sixty) days' notice in writing to Frog. If the contract is terminated as provided herein, then Client shall pay Frog all such unpaid monies within 10 (ten) days of the Termination Date.

5. Paperless Billing Available: Frog Environmental is committed to preserving our environment and its resources and is working towards a paperless payment processing system. As such, all invoices are available for automatic bill pay through major credit cards.

6. Contract Terms: Standard credit terms are net 30 days, subject to credit approval. Unless otherwise noted, all invoices are due 30 (thirty) days from the invoice date. We currently offer a 2% discount if payment is received within 10 (ten) days of the invoice date. Invoices and balances not paid within 60 (sixty) days will be assessed a 10% late fee that will continue to accrue until paid. All accounts with balances not paid within 60 (sixty) days will be placed on credit hold and all services will be suspended until payment is received. This Agreement constitutes a binding legal agreement which shall supersede any verbal agreements. If Frog Environmental is forced to institute a collection action against Client for unpaid services, Client shall pay to Frog Environmental its attorney fees and collection costs.

7. No Refunds or Exchanges: No refunds or exchanges for services performed are allowed.

8. Service Fee: \$30.00 will be assessed for any returned checks.

9. Payments: The undersigned hereby authorizes Frog Environmental, herein Frog, and its lender or funding source, the right to obtain and use consumer and/or commercial credit reports on the undersigned, now and from time to time, as necessary in the credit evaluation and review process and waives any right or claim the buyer(s) would have under the Fair Credit Reporting Act in absence of this continuing consent. This signed Agreement authorizes Frog and its assignees to report the undersigned's performance of any obligation owed Frog to any consumer/commercial reporting agency or other credit grantor.

10. Unscheduled Services: In the event that emergency or unscheduled service are requested by Client, additional charges may be assessed, due and payable upon presentation of an invoice by Frog Environmental to Client. Client is responsible for and shall pay in a timely way, any fees or charges associated with unscheduled services.

11. Waiver and Limitation of Liability: Frog Environmental has priced its products and services upon the understanding, and you hereby acknowledge the understanding, that Frog Environmental will not be responsible or liable for any form of consequential, incidental, statutory, punitive, exemplary or indirect damages of whatever kind or type arising from any type of commercial, business, environmental, tort, warranty, contract, strict liability or other causes arising directly or indirectly from or in connection with any product or service and/or its use, except consequential damages for any injury to a person in the case of products purchased for consumer use as defined by 15 us c. § 2301. Frog Environmental shall not be liable in any event for an amount greater than the cost to Client of Services.

12. Attorney Fee Requirement: Should any action be instituted, at law or in equity, concerning the Services, any provision of this Agreement, or the rights and obligations of either party in relation thereto, the party prevailing in such action shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for that party's costs and attorney's fees in the litigation.

13. Litigation Limitation: No action of any type at law or in equity arising out of or related to this Agreement or the performance thereof shall be commenced by either party against the other more than one year after the completion or cessation of work under this Agreement.

14. Severability: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

15. Entire Agreement: This instrument and any attachments contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

16. Transferability: Frog Environmental may assign its rights and obligations under this Agreement to any individual, corporation or entity engaged in similar business.

17. Indemnification: Client agrees to defend, indemnify and hold completely harmless Frog Environmental from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or related to Client's use of any services and/or items purchased.

18. Force Majeure: Frog Environmental shall not be liable for any failure, inability or delay to perform Services hereunder, if such failure, inability or delay is due to war, sabotage, insurrection, riot or other civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, flood, storm or any other act of god, shortage of labor, fuel, raw material or machinery or technical failure, where Frog Environmental has exercised ordinary care in the prevention thereof.

19. Governing Law and Venue: This agreement, the entire relationship between Client and Frog Environmental, and any litigation or other legal proceeding between Client and Frog Environmental (whether grounded in tort, contract, law or equity) shall be governed by and construed in accordance with the laws of the state of California, without giving effect to its choice of law rules. Any controversies or claims arising out of this agreement and/or past due invoices shall be subject to the exclusive jurisdiction of the state or federal courts located in California, County of Los Angeles.

Please Initial _____ 232

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section C: Personnel Agreement

**Ratification of Agreement #19-77 – California State University Channel Islands
(Vaca/Bond)**

This agreement between Oxnard School District and California State University Channel Islands will provide practice teaching experiences to students enrolled in various authorized credential programs for public school service. The partnership will deliver services in support of the programs that meet the regulations and standards of the California Commission on Teacher Credentialing (CCTC).

Term of Agreement: July 1, 2019 through June 30, 2022

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 #19-77 with California State University Channel Islands.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-77 - California State University Channel Islands \(4 Pages\)](#)

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs

This Agreement entered into between the Trustees of the California State UNIVERSITY on behalf of California State UNIVERSITY Channel Islands, hereafter referred to as "UNIVERSITY," and the **Oxnard School District**, thereafter referred to as "AGENCY".

WHEREAS, AGENCY and UNIVERSITY desire to enter into an agreement for AGENCY to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the UNIVERSITY; and

NOW, THEREFORE, it is mutually agreed between the UNIVERSITY and AGENCY as follows:

1. The Term of this Agreement is July 1, 2019 through June 30, 2022, with the option to either party to review and terminate the Agreement at the end of each year by providing written notice of termination to the other party on or before June 30 of each year.
2. AGENCY shall provide to the UNIVERSITY students, teaching experience through practice teaching in schools and classes of AGENCY. Such practice teaching shall be provided in such schools or classes of AGENCY and under the direct supervision and instruction of such employees of AGENCY, as AGENCY and the UNIVERSITY, through their duly authorized representative, may agree upon.
3. AGENCY may refuse to accept for practice teaching any student of the UNIVERSITY assigned to practice teaching in AGENCY, and upon request of AGENCY, the UNIVERSITY shall terminate the assignment of any student of the UNIVERSITY to practice teaching in the AGENCY.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of AGENCY, in the schools or classrooms in which the practice teaching is provided.

4. The UNIVERSITY Department of Education will work with AGENCY to ensure the student follows and completes the California state's requirement for fingerprinting/background checks prior to student teaching. The UNIVERSITY will also obtain from student and keep on file a clear TB test for each semester.
5. An assignment of a student of the UNIVERSITY to practice teaching in classes of AGENCY shall be, at the discretion of the UNIVERSITY for a minimum of 16 weeks of student teaching, each semester, for two semesters of the school year (i.e., fall and spring). UNIVERSITY students enrolled in (EDMS 586, EDSS 586, and SPED 586) classes during the fall semester will spend a minimum of three days per week at an assigned school at AGENCY. UNIVERSITY students enrolled in (EDMS 592, EDSS 592, and SPED 592) classes during the spring semester will spend a minimum of three days per week at an assigned school at AGENCY. Candidates must complete a minimum of 300 hours in each semester's placement.

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS Student Teaching Agreement-Credential Programs

- 5.1 Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the student by AGENCY.
6. At no time shall a student be considered or become an employee of AGENCY. The practice teaching is for credit as part of the student's educational program through the UNIVERSITY, and students do not displace regular employees. The UNIVERSITY shall inform the students that they are **not**: (1) AGENCY employees for any purpose; and (2) entitled to wages or employee benefits for the time spent at AGENCY in practice teaching. Further, Students are not employees of the UNIVERSITY.
7. **Indemnification:**
The parties hereto shall indemnify and hold each other harmless from any and all claims, losses, damages or injuries to person or property, and all costs, expenses and attorney's fees incurred in connection therewith, caused by the negligence or intentional acts of the indemnifying party, its agents or employees, arising out of performance of this Agreement.
8. **Insurance:**
It is understood and agreed that the UNIVERSITY will maintain insurance (self-group) programs to fund its liabilities under or arising from the Agreement.

The UNIVERSITY agrees to procure and provide the SPLIP (Student Professional Liability Insurance Program) as a "claims made" policy with at least One Million Dollars (\$1,000,000) minimum limit for each occurrence and at least Three Million Dollars (\$3,000,000) aggregate for all covered parties, and not per student. Coverage is provided for claims which are both: (1) first made against the Insured during the policy period; and (2) reported to the Carrier as soon as practical, but not later than three (3) years after the policy period. AGENCY will be considered an additional insured on the student's general liability policy. The UNIVERSITY agrees that AGENCY shall be an additional named insured under the SPLIP.
9. **Compliance with Laws: Harassment Policy:**
The UNIVERSITY acknowledge and agree that student will comply with all applicable laws and regulations. The UNIVERSITY acknowledges receipt of AGENCY's policy against harassment, including but not limited to sexual harassment, and agrees that student and UNIVERSITY will abide by said policy at all times.
- 9.1 Before assigning student to AGENCY, the UNIVERSITY will instruct such student on applicable UNIVERSITY and federal laws relating to unlawful discrimination (including harassment).
- 9.2 The UNIVERSITY will also instruct student on state and federal laws

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS Student Teaching Agreement-Credential Programs

related to the Family Educational Rights and Privacy Act (FERPA).

10. CSU POLICIES, RULES AND REGULATIONS – TITLE IX

As established under California State UNIVERSITY Executive Orders 1096 and 1097, it is CSU policy to provide equal opportunity for all persons regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military and veteran status in its programs and activities. UNIVERSITY provides equal accommodations, advantages, facilities, privileges and services for all members of the campus community, as well as third parties, in its programs and activities.

AGENCY agrees to abide by all CSU policies to the extent such policies apply to UNIVERSITY students, staff, faculty and guests, including CSU policies prohibiting discrimination, harassment, and retaliation of all students, employees and third parties in CSU educational programs and activities. CSU Executive Orders 1096 and 1097 are accessible here:

CSU Executive Order 1096 “Systemwide *Policy* Prohibiting Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Employees and Third Parties and Systemwide *Procedure* for Addressing Such Complaints by Employees and Third Parties”

<http://www.calstate.edu/eo/EO-1096-rev-6-23-15.html>

CSU Executive Order 1097 “Systemwide *Policy* Prohibiting Discrimination, Harassment and Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Students and Systemwide *Procedure* for Addressing Such Complaints by Students”

<http://www.calstate.edu/eo/EO-1097-rev-6-23-15.html>

UNIVERSITY shall respond promptly and effectively to all reports of discrimination, harassment, and retaliation, and will take appropriate action to prevent, correct, cease, and when necessary, discipline behavior that violates this policy. Reports of possible discrimination, harassment or retaliation by AGENCY will result in the immediate termination of this agreement and immediate departure of the STUDENT from the AGENCY premises, regardless of the status of the UNIVERSITY’s investigation.

11. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs

12. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:

Brian Sevier
Dean, School of Education
(805) 437-2073
brian.sevier@csuci.edu

AGENCY:

Jesus Vaca
Assistant Superintendent, Human
Resources and Support Services
jvaca@oxnardsd.org
(805)385-1501 x2051

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties as of the date last written below.

For CSU Channel Islands

For Agency

Rhonda Florick Date
Procurement & Contract Services

Signature Date

Lisa A. Franz

Print Name

Director, Purchasing

Print Title

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section C: Personnel Agreement

**Ratification of Agreement #19-78 – California State University Channel Islands
(Vaca/Bond)**

This agreement between Oxnard School District and California State University Channel Islands will provide fieldwork experiences to students enrolled in Early Childhood Studies for public school service. The partnership will deliver services in support of the programs that meet the regulations and standards of the California Commission on Teacher Credentialing (CCTC).

Term of Agreement: July 1, 2019 through June 30, 2022

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 #19-78 with California State University Channel Islands.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-78- California State University Channel Islands \(4 Pages\)](#)

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Early Childhood Studies

This Agreement entered into between the Trustees of the California State UNIVERSITY on behalf of California State UNIVERSITY Channel Islands, hereafter referred to as "UNIVERSITY," and the **Oxnard School District**, thereafter referred to as "AGENCY".

WHEREAS, AGENCY and UNIVERSITY desire to enter into an agreement for AGENCY to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the UNIVERSITY; and

NOW, THEREFORE, it is mutually agreed between the UNIVERSITY and AGENCY as follows:

1. The Term of this Agreement is **July 1, 2019 through June 30, 2022**, with the option to either party to review and terminate the Agreement at the end of each year by providing written notice of termination to the other party on or before June 30 of each year.
2. AGENCY shall provide to the UNIVERSITY students, teaching experience through practice teaching in schools and classes of AGENCY. Such practice teaching shall be provided in such schools or classes of AGENCY and under the direct supervision and instruction of such employees of AGENCY, as AGENCY and the UNIVERSITY, through their duly authorized representative, may agree upon.
3. AGENCY may refuse to accept for practice teaching any student of the UNIVERSITY assigned to practice teaching in AGENCY, and upon request of AGENCY, the UNIVERSITY shall terminate the assignment of any student of the UNIVERSITY to practice teaching in the AGENCY.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of AGENCY, in the schools or classrooms in which the practice teaching is provided

4. The UNIVERSITY Department of Education will work with AGENCY to ensure the Student follows and completes the California state's requirement for fingerprinting/background checks prior to student teaching. The UNIVERSITY will also obtain from Student and keep on file a clear TB test for each semester.
5. An assignment of a student of the UNIVERSITY to practice teaching in classes of AGENCY shall be, at the discretion of the UNIVERSITY for approximately 16 weeks of student teaching or for approximately 28 days for full time student teaching courses (ECS 461 & ECS 471). Students enrolled in other ECS Student Observing classes, not considered full time student teaching, will have varying time assignments. A student may be given more than one assignment by the UNIVERSITY to practice teaching in schools or classes.

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Early Childhood Studies

- 5.1 Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the student by AGENCY.
6. At no time shall a student be considered or become an employee of AGENCY. The practice teaching is for credit as part of the student's educational program through the UNIVERSITY, and students do not displace regular employees. The UNIVERSITY shall inform the students that they are **not**: (1) AGENCY employees for any purpose; (2) entitled to wages or employee benefits for the time spent at AGENCY in practice teaching. Further, Students are not employees of the UNIVERSITY.
7. **Indemnification:**
The parties hereto shall indemnify and hold each other harmless from any and all claims, losses, damages or injuries to person or property, and all costs, expenses and attorney's fees incurred in connection therewith, caused by the negligence or intentional acts of the indemnifying party, its agents or employees, arising out of performance of this Agreement.
8. **Insurance:**
It is understood and agreed that the UNIVERSITY will maintain insurance (self-group) programs to fund its liabilities under or arising from the Agreement.

The UNIVERSITY agrees to procure and provide the SPLIP (Student Professional Liability Insurance Program) as a "claims made" policy with at least One Million Dollars (\$1,000,000) minimum limit for each occurrence and at least Three Million Dollars (\$3,000,000) aggregate for all covered parties, and not per student. Coverage is provided for claims which are both: (1) first made against the Insured during the policy period; and (2) reported to the Carrier as soon as practical, but not later than three (3) years after the policy period. AGENCY will be considered an additional insured on the student's general liability policy. The UNIVERSITY agrees that AGENCY shall be an additional named insured under the SPLIP.
9. **Compliance with Laws: Harassment Policy:**
The UNIVERSITY acknowledge and agree that student will comply with all applicable laws and regulations. The UNIVERSITY acknowledges receipt of AGENCY's policy against harassment, including but not limited to sexual harassment, and agrees that student and UNIVERSITY will abide by said policy at all times.
- 9.1 Before assigning student to AGENCY, the UNIVERSITY will instruct such student on applicable UNIVERSITY and federal laws relating to unlawful discrimination (including harassment).
- 9.2 The UNIVERSITY will also instruct student on state and federal laws related to the Family Educational Rights and Privacy Act (FERPA).

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Early Childhood Studies

10. CSU POLICIES, RULES AND REGULATIONS – TITLE IX

As established under California State UNIVERSITY Executive Orders 1096 and 1097, it is CSU policy to provide equal opportunity for all persons regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military and veteran status in its programs and activities. UNIVERSITY provides equal accommodations, advantages, facilities, privileges and services for all members of the campus community, as well as third parties, in its programs and activities.

AGENCY agrees to abide by all CSU policies to the extent such policies apply to UNIVERSITY students, staff, faculty and guests, including CSU policies prohibiting discrimination, harassment, and retaliation of all students, employees and third parties in CSU educational programs and activities. CSU Executive Orders 1096 and 1097 are accessible here:

CSU Executive Order 1096 “Systemwide *Policy* Prohibiting Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Employees and Third Parties and Systemwide *Procedure* for Addressing Such Complaints by Employees and Third Parties”

<http://www.calstate.edu/eo/EO-1096-rev-6-23-15.html>

CSU Executive Order 1097 “Systemwide *Policy* Prohibiting Discrimination, Harassment and Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Students and Systemwide *Procedure* for Addressing Such Complaints by Students”

<http://www.calstate.edu/eo/EO-1097-rev-6-23-15.html>

UNIVERSITY shall respond promptly and effectively to all reports of discrimination, harassment, and retaliation, and will take appropriate action to prevent, correct, cease, and when necessary, discipline behavior that violates this policy. Reports of possible discrimination, harassment or retaliation by AGENCY will result in the immediate termination of this agreement and immediate departure of the STUDENT from the AGENCY premises, regardless of the status of the UNIVERSITY’s investigation.

11. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Early Childhood Studies

12. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:
Brian Sevier
Dean, School of Education
(805) 437-2073
brian.sevier@csuci.edu

AGENCY: Oxnard School District
Noemi Valdes
Director of Early Childhood Programs
(805) 385-1501 ext. 2321
nvaldes@oxnardsd.org

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties as of the date last written below.

For CSU Channel Islands

For Agency

Rhonda Florick Date
Procurement & Contract Services

Signature Date

Lisa A. Franz

Print Name

Director, Purchasing

Print Title

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-65 – Children’s Therapy Network Inc. (DeGenna/Madden)

Children’s Therapy Network Inc. will provide supplemental staffing to the Oxnard School District to support Private School students on an “as needed” basis during the 2019-2020 academic year. Children’s Therapy Network Inc. will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School District will provide all orientation, support, facilities, and training for service providers.

Children’s Therapy Network will provide the following supplemental staffing/services upon request:

- Speech Language Therapist

FISCAL IMPACT:

Not to exceed \$5,000.00 per attached Service Fee Schedule – Special Education Funding

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 #19-65 with Children’s Therapy Network Inc.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #19-65 - Children's Therapy Network Inc. \(6 Pages\)](#)
[Rate Schedule \(1 Page\)](#)
[Certificate of Insurance \(5 Pages\)](#)



AGREEMENT FOR CONSULTATION SERVICES

This Agreement for Consulting (Contracting) Services (“Agreement”), made and entered into this first day of August 2019 by Children’s Therapy Network, Inc., hereinafter called (“Contractor” or “CTN”) and Oxnard School District (Private Schools) (“Client”).

RECITALS:

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

- A. Services to be provided by CTN: CTN will render the services described below:
- a. CTN shall perform evaluations, therapy, advisory, and consulting services in Speech Language Therapy, Physical Therapy, Occupational Therapy, Recreational Therapy and licensed assistant and Parent Education classes for Client and will provide services for Client’s students with such needs according to the students' Individualized Education Plan (“IEP”) which shall be provided by Client to CTN. CTN and Client agree to coordinate scheduling and reporting so that CTN can attend any and all scheduled meetings in regard to the Client’s students and can participate in any report pertaining to any of the services provided by CTN.
 - b. CTN will perform said services in their own way and as an independent contractor in the pursuit of their independent calling and not as an employee of Client, and shall determine the means or manner by which such result is to be accomplished.
 - c. If CTN is a regular employee of a public entity, all services which CTN renders under this Agreement will be performed at times other than CTN’s regular assigned work day and said entity, or during periods of vacation or leave of absence from said entity.
- B. Terms of Agreement
- a. This Agreement shall be for a period of 12 months beginning August 1, 2019 through July 31, 2020, which includes the extended school year time.
 - b. Extension of this contract can be granted to allow for Extended School Year, and/or past the termination of this contract if mutually agreed upon by both parties.
- C. Services to be provided by Client
- a. Client will prepare and furnish to CTN upon request such information as is reasonably requested by CTN and necessary to the performance of CTN’s work under this Agreement. The list requires, but is not limited to the following:

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

D. CTN's Fee and Payment Thereof

- a. Client will pay CTN for services rendered under this Agreement the amount or amounts set forth below on the payment terms set forth below: See attached Rate Sheet
 1. In consideration of the services to be rendered by CTN, Client agrees to pay to CTN a fee at the rate of
 - a. Individual treatment \$ 125.00 per discipline service, per hour, per student.
 - b. Group treatment (2-4 students) \$85.00 per discipline, per hour, per student.
 - c. For an evaluation a fee rate of \$ 500.00 per discipline service. Evaluations will include testing and a written report CTN will provide quarterly progress updates to meet school report card compliance at the rate of \$125 per hour billed as IEP time. CTN's fees shall be paid monthly by Client upon receipt of an invoice each month detailing the fees incurred for the previous month. See attached exhibit for details.
 2. CTN will provide monthly billing logs as follows:
 - a. Master summary of all students and total treatment time rendered on a monthly basis.
 - b. An Itemized invoice which indicates date, time of service, total time rendered, and service discipline.
 - c. Treatment notes upon request.
 - d. Signed Service Logs upon request.
 3. Attendance to IEP meetings either in person or telecommunication will be paid at the hourly rate of \$125.00.
 4. Administrative time will be paid at the hourly rate of \$125.00 for any additionally requested services, such as consultations, and including, but not limited to observations of students, staff training, report writing other than an evaluation request, and administrative duties that the school requests from CTN outside of the normal IEP duties.
 5. All services rendered by CTN must be in accordance with the student's Special Education referral or IEP. Client will provide CTN with the most recent IEP, Compensatory or Addendums to the IEP supporting documentation to assist CTN in providing the prescribed therapy.
 6. No Show or cancelation will be paid at the rate of \$125.00 per billable hour per student (unless group rate applies) when the school, family or student fails to notify the therapist with less than 24 hours of absence from regularly scheduled and/or prior confirmed sessions. This acts as a safeguard to both CTN and Client to show good faith that services were offered as mandated by the IEP and fairly compensates the therapist for their time.

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

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

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

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

6. Hold Harmless

- a. CTN hereby agrees to indemnify, defend and hold harmless Client and its department, agencies, officers or employees ("CLIENT Indemnitees") from all sums which Client or any of the Client Indemnitees may be obligated to pay by reason of any liability imposed upon them for damages. ²⁴⁶

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

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

7. Miscellaneous

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

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

8. Special Provisions

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

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

Contractor:

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

C Woods-Pierce D.P.L., P.L., C.C.O.

Contractor Signature and Title

Agency:

Oxnard School District (Private schools)
1051 A St.
Oxnard Ca 93030

Lisa A. Franz, Director, Purchasing

Agency Signature and Title

5/31/2019

Date:

Date:



ADDENDUM TO Oxnard School District (Private)

This Addendum (this "**Addendum**") is entered in by Children's Therapy Network, Inc., a California Corporation ("**CTN**"), and Oxnard School District (Private) ("**Recipient**"), and is an addendum to and supplements that certain agreement between CTN and Recipient dated August 7, 2019 ("**Contract**"), whereby CTN will provide certain services to Recipient.

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

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

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

Children's Therapy Network, Inc. a California Corporation

Oxnard School District (Private)

By: CWoods-Prince DPT, PT, CEO
Cassandra Woods, DPT, PT, CEO

By: _____
Print Name: Lisa A. Franz
Title: Director, Purchasing

2019 NPA SPECIAL EDUCATION AND RELATED FEES

Children's Therapy Network Inc.

5/23/2019

NPA Name

Date

State the fees charged for each related service identified on the NPA01 worksheet.

Services and Related Services	Service Abbreviation	Fees			Time Allotment (i.e. per hour, day, or month?)
		Individual	Group	Consult	
Adapted Physical Education	APE				
Assistive Technology Services	ATS				
Audiological Services	AS				
Behavior Intervention – Design or Planning	BID				
Behavior Intervention – Implementation	BII				
Physical/Occupational/Speech Therapy Evaluation with Report (Attendance of IEP meeting billed at the hourly rate)	EVAL	\$500.00	na	na	Flat Rate for Eval
Early Education Programs for Children with Disabilities	EE	\$125.00	\$85.00 per child	\$100.00	per unit hour
Language and Speech Development and Remediation	LSDR	\$125.00	\$85.00 per child	\$100.00	per unit hour
Occupational Therapy Services	OT	\$125.00	\$85.00 per child	\$100.00	per unit hour
Parent Counseling and Training	PCT				
Physical Therapy Services	PT	\$125.00	\$85.00 per child	\$100.00	per unit hour
Psychological Services Other Than Assessment and IEP Development	PS				
Recreation Services	RS	\$95.00	\$65.00 per child	\$95.00	per unit hour
Specialized Driver Training Instruction	SDTI				
<i>Briefly name Low Incidence:</i>					
Transcriber Services	TS				
Vision Services	VS				
Other Related Service (MUST Identify Below)*	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 included in section NPA04b of this application packet.**



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/08/2019

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.

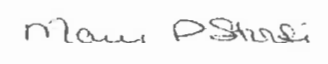
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer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

PRODUCER PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	CONTACT NAME: Paychex Insurance Agency Inc
	PHONE (A/C, NO. EXT): 877-266-6850
	FAX (A/C, No): 585-389-7426
	E-MAIL ADDRESS: Certs@paychex.com
	INSURER(S) AFFORDING COVERAGE
INSURED CHILDRENS THERAPY NETWORK INC (A CORP) 1857 KNOLL DR VENTURA, CA 93003	INSURER A: Sequoia Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			QWC1082341	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							

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

CERTIFICATE HOLDER Proof of Coverage	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 



1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone: 1-888-288-3534 Fax: 1-847-953-0134
Website: www.hpso.com

11/01/18

Children's Therapy Network, Inc.
1857 Knoll Dr
Ventura, CA 93003-7321

Dear Cassandra /Diane/Juanita/Evely:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-888-288-3534. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

Q032



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



Certificate of Insurance OCCURRENCE POLICY FORM

Print Date: 11/01/2018

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0433869335 from 11/01/18 to 11/01/19 at 12:01 AM Standard Time

Named Insured and Address: Children's Therapy Network, Inc. 1857 Knoll Dr Ventura, CA 93003-7321

Program Administered by: Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-888-288-3534 www.hpso.com

Medical Specialty: Physical Therapist Firm Code: 80995 Insurance is provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

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

Your professional liability limits shown above include the following:

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

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Frequency, Sublimit, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Enterprise Privacy Protection - Claims Made.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Total: \$4,121.00

Base Premium \$4,121.00

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

Table with 7 columns of policy form numbers: G-121500-D, G-121503-C, G-121501-C1, G-145184-A, G-147292-A, GSL15564, GSL15565, etc.

Signature of Chairman of the Board

Signature of Secretary

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

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

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

COMMON POLICY FORMS & ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
G-121503-C	Workplace Liability Form
G-121501-C1	Occurrence Policy Form - California
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
GSL13425	Business Owner Coverage Extension Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04	California Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
CNA79575	Exclusion of Cosmetic Procedures
CNA79516	Enterprise Privacy Protection

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

- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

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

Named Insured: Children's Therapy Net
Policy#: 0433869335

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-66 – Children’s Therapy Network Inc. (DeGenna/Madden)

Children’s Therapy Network Inc. will provide supplemental staffing to the Oxnard School District on an “as needed” basis. Children’s Therapy Network Inc. will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School District will provide all orientation, support, facilities, and training for service providers. Children’s Therapy Network will provide the following supplemental staffing/services upon request:

- Speech Language Therapist
- Physical Therapist
- Occupational Therapist
- Licensed Assistant
- Evaluations/Assessments
- Parent Education Classes

FISCAL IMPACT:

Not to exceed \$60,000.00 per attached Service Fee Schedule – Special Education Funding

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 #19-66 with Children’s Therapy Network Inc.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #19-66- Children's Therapy Network Inc. \(4 Pages\)](#)
- [Service Fee Schedule \(1 Page\)](#)
- [Certificate of Insurance \(5 Pages\)](#)



**CHILDREN'S THERAPY NETWORK, INC.
1234 EAST MAIN STREET
VENTURA, CA 93001
805-667-8200 PHONE ~ 805-667-8201 FAX**

AGREEMENT FOR CONSULTATION SERVICES

This agreement, made and entered into this first day of August 1, 2019 by Children's Therapy Network, Inc., hereinafter called "Consultant" and Oxnard School District, hereinafter called "OSD".

RECITALS

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

A. Services to be provided by Consultant

- a. Consultant will render the services described below:
Consultant shall perform evaluations, advisory and consulting services in **Speech Language Therapy, Physical Therapy, Occupational Therapy, and licensed assistant and Parent Education classes.** and will provided services for clients with such needs according to the students Individualized Plan. This includes the attendance of any and all schedule meeting in regard to the client and any report thereof.
- b. Consultant will perform said services in their own way and as an independent contractor in the pursuit of their independent calling and not as an employee of OSD, and the means or manner by which such result is to be accomplished,
- c. If Consultant is a regular employee of a public entity, all services which Consultant renders under this agreement will be performed at times other than Consultant's regular assigned work day and said entity, or during periods of vacation or leave of absence from said entity.

B. Terms of Agreement

- a. The agreement shall be for a period beginning August 1, 2019 through July 30, 2020.
- b. Upon a showing of good and sufficient cause by Consultant, OSD may, at its discretion, grant such extensions of time as it may deem advisable; provided, however, OSD shall not be obligated to pay consultant any additional consideration if such an extension of time has been granted unless Consultant undertakes additional services, in which instance the consideration shall be implemented as OSD and Consultant shall agree.

C. Services to be provided by OSD

- a. OSD will prepare and furnish to Consultant upon request such information as is reasonable necessary to the performance of Consultant's work under this agreement.

D. Consultant's Fee and Payment Thereof

- a. OSD will pay Consultant for services rendered under this agreement the amount or amounts set forth below on the payment terms set forth below:

1. In consideration of the services to be rendered by the Consultant, OSD agrees to pay to the Consultant a fee at the rate of 125.00 per discipline service, per hour, per client. For an evaluation a fee rate of \$500.00 per discipline service. Evaluations will include testing and written report. Consultant's fees shall be paid monthly by OSD upon receipt of invoice detailing the fees incurred for the previous month. See attached exhibit for details.
2. Attendance to IEP meetings either in person or telecommunication will be paid at the hourly rate of \$125.00.
3. Administrative time will be paid at the hourly rate of 125.00 for any additionally requested services, such as , but not limited to observations of students, staff training, report writing this is outside of an evaluation request, and administrative duties that the school requests from the consultant outside of the normal IEP duties.
4. All services rendered by Consultant must be in accordance with the student's Special Education referral or IEP. OSD will provide the consultant with the most recent IEP, Compensatory or Addendums to the IEP supporting documentation to assist the consultant provide the prescribed therapy.
5. Compensatory services must be approved by the Special Education Department prior to being rendered to be eligible for payment, with no exceptions. Compensatory services will only be approved for services that dictated within student IEP's or referrals and that were not provided due to administrator error or unavailability. Compensatory services will not to be issued when a student fails to take advantage of a service as offered.
6. Drive time: ~~OSD agrees to be the hourly fee for drive time for CTN therapists to commute to and from CTN office to school location.~~
7. Mileage: ~~OSD will pay .59 cents per mile driven to serve OSD students.~~

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

- a. If, at any time during the performance of this agreement, OSD determined, at OSD's sole discretion, that Consultants services are any time during the performance of this agreement OSD determined at its sole discretion, to suspend indefinitely or abandon the work under this agreement, OSD shall have the right to cancel this agreement and terminate the performance of Consultant's service hereunder. In the event of such cancellation, OSD shall give written notice to Consultant of its intention to cancel thirty (30) days in advanced of the effective date of the cancellation. If Consultant is unable to perform services set forth on this agreement, a call must be made within five (5) working days to notify and a written notice by Consultant of their intent to cancel this agreement will be sent thirty (30) days in advance of the effective date of the cancellation.
- b. If the cancellation is the result of OSD's decision to suspend indefinitely or abandon the work under this agreement, OSD shall be obligated to pay Consultant only for those services performed by Consultant through the effective date cancellation to termination.

6. Hold Harmless

a. Consultant hereby agrees to save and hold harmless OSD and its department, agencies, officers or employees from all sums which OSD or any of its department, agencies, officers, may be obligated to pay by reason of any liability imposed upon them for damages arising out of the performance of the services rendered by Consultant and ceased error, omission, or act of Consultant or any person employed by him or her or of any others for whose acts Consultants are legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

7. Miscellaneous

a. Insurance – Consultant shall maintain professional liability insurance in the amount of at least \$1,000,000.00 covering Consultant and the practice. Consultant shall provide a Certification of Insurance evidence public liability and malpractice coverage, and shall maintain such coverage throughout the term of this contract. In the event any coverage required this contract is cancelled for any reason OSD shall be given thirty (30) days notice of such cancellation from either the insurer, Consultant, or both.

b. Indemnification – OSD will relieve and indemnify Consultant, their agents and employees from liability to third parties for any loss, cost, claim, damage, or expense arising as a result or consequences of the alleged negligence of OSD, its officers, agents, and employees.

8. Special Provisions

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

b. This agreement may be amended by the mutual written consent of the parties.

Contractor:

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

Agency:

Oxnard School District
1051 S A St.
Oxnard Ca 93030

C Woods Peirce DPT, PT, CEO
Contractor Signature and Title

Lisa A. Franz, Director, Purchasing
Agency Signature and Title

5/31/2019
Date:

Date:



ADDENDUM TO Oxnard School District

This Addendum (this “**Addendum**”) is entered in by Children’s Therapy Network, Inc., a California Corporation (“**CTN**”), and Oxnard School District (“**Recipient**”), and is an addendum to and supplements that certain agreement between CTN and Recipient dated August 1, 2019 (“**Contract**”), whereby CTN will provide certain services to Recipient.

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

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

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

Children’s Therapy Network, Inc. a California Corporation

Oxnard School District

By: CWoods-Prince DPT, PT, CEO
Cassandra Woods, DPT, PT, CEO

By: _____
Print Name: _____
Title: _____

2019 NPA SPECIAL EDUCATION AND RELATED FEES

Children's Therapy Network Inc.

5/23/2019

NPA Name

Date

State the fees charged for each related service identified on the NPA01 worksheet.

Services and Related Services	Service Abbreviation	Fees			Time Allotment (i.e. per hour, day, or month?)
		Individual	Group	Consult	
Adapted Physical Education	APE				
Assistive Technology Services	ATS				
Audiological Services	AS				
Behavior Intervention – Design or Planning	BID				
Behavior Intervention – Implementation	BII				
Physical/Occupational/Speech Therapy Evaluation with Report (Attendance of IEP meeting billed at the hourly rate)	EVAL	\$500.00	na	na	Flat Rate for Eval
Early Education Programs for Children with Disabilities	EE	\$125.00	\$85.00 per child	\$100.00	per unit hour
Language and Speech Development and Remediation	LSDR	\$125.00	\$85.00 per child	\$100.00	per unit hour
Occupational Therapy Services	OT	\$125.00	\$85.00 per child	\$100.00	per unit hour
Parent Counseling and Training	PCT				
Physical Therapy Services	PT	\$125.00	\$85.00 per child	\$100.00	per unit hour
Psychological Services Other Than Assessment and IEP Development	PS				
Recreation Services	RS	\$95.00	\$65.00 per child	\$95.00	per unit hour
Specialized Driver Training Instruction	SDTI				
<i>Briefly name Low Incidence:</i>					
Transcriber Services	TS				
Vision Services	VS				
Other Related Service (MUST Identify Below)*	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 included in section NPA04b of this application packet.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/08/2019

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.

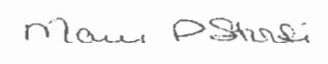
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer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

PRODUCER PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	CONTACT NAME: Paychex Insurance Agency Inc
	PHONE (A/C, NO. EXT): 877-266-6850
	FAX (A/C, No): 585-389-7426
	E-MAIL ADDRESS: Certs@paychex.com
	INSURER(S) AFFORDING COVERAGE
INSURED CHILDRENS THERAPY NETWORK INC (A CORP) 1857 KNOLL DR VENTURA, CA 93003	INSURER A: Sequoia Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			QWC1082341	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							

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

CERTIFICATE HOLDER Proof of Coverage	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 



1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone: 1-888-288-3534 Fax: 1-847-953-0134
Website: www.hpso.com

11/01/18

Children's Therapy Network, Inc.
1857 Knoll Dr
Ventura, CA 93003-7321

Dear Cassandra /Diane/Juanita/Evely:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-888-288-3534. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

Q032



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP



Certificate of Insurance
OCCURRENCE POLICY FORM

Print Date: 11/01/2018

Producer 018098 **Branch** 970 **Prefix** HPG **Policy Number** 0433869335 **Policy Period** from 11/01/18 to 11/01/19 at 12:01 AM Standard Time

Named Insured and Address:
Children's Therapy Network, Inc.
1857 Knoll Dr
Ventura, CA 93003-7321

Program Administered by:
Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-888-288-3534
www.hpso.com

Medical Specialty:
Physical Therapist Firm

Code:
80995

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

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

Your professional liability limits shown above include the following:

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

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 11/01/2015 (Defense inside limits)				

Workplace Liability

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

Total: \$ 4,121.00

Base Premium \$4,121.00

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

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

Chairman of the Board

Secretary

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

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

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

COMMON POLICY FORMS & ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
G-121503-C	Workplace Liability Form
G-121501-C1	Occurrence Policy Form - California
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
GSL13425	Business Owner Coverage Extension Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04	California Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
CNA79575	Exclusion of Cosmetic Procedures
CNA79516	Enterprise Privacy Protection

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

- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

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

Named Insured: Children's Therapy Net
Policy#: 0433869335

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #18-244 with Ventura County Office of Education (DeGenna/Ridge)

The Ventura County Office of Education (VCOE) and Oxnard School District will work together to implement an enhanced and expanded Tobacco Use Prevention Education (TUPE) program for a 2-year period beginning July 1, 2018 to June 30, 2020. This plan is funded by the California Department of Education's Safe and Healthy Kids Program Office and will further goals of not only enabling more students to avoid the dangers of tobacco use, but also help instill in them a profound appreciation of healthy lifestyles.

VCOE will provide the TUPE Consortium Project Coordinator, a Project Specialist Technician, and a Youth Development Operations Specialist to coordinate training and support the District in activities and programs such as Saturday Night Live.

The budget for this 2-year program was recently confirmed by the state for \$110,432.00 for the period of July 1, 2018 through June 30, 2020.

FISCAL IMPACT:

The budget for this 2-year program was recently confirmed by the state for \$110,432.00 for the period of July 1, 2018 through June 30, 2020.

RECOMMENDATION:

It is the recommendation of the Director of Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #18-244 with the Ventura County Office of Education for the TUPE program as outlined.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #18-244 - Ventura County Office of Education \(4 Pages\)](#)

**MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY OFFICE OF
EDUCATION AND OXNARD SCHOOL DISTRICT**

This Memorandum of Understanding (Agreement), which became effective July 1, 2018, is made and entered into by and between **Ventura County Office of Education (hereinafter referred to as VCOE) and Oxnard School District (hereinafter referred to as District)**. This Agreement confirms the District's continued implementation of the Tobacco-Use Prevention Education Tier II Cohort K grant. Each agency agrees to participate fully in the TUPE program by providing the following services through June 30, 2020. Agreement term is July 1, 2018 to June 30, 2020.

VCOE will:

- Provide TUPE Consortium Project Coordinator to develop and monitor program implementation and compliance of a comprehensive tobacco-use prevention education program.
- Provide Project Specialist Technician to oversee grant invoicing, reporting, and budget deliverables.
- Provide Youth Development Operations Specialist to coordinate trainings and support District in activities and programs, such as Friday Night Live and Friday Night Live Mentoring.
- Coordinate and provide technical assistance (TA) for the administration of the California Healthy Kids Survey (CHKS), California School Staff Survey (CSSS), and California School Parent Survey (CSPS) in the 2019-2020 school year. VCOE will purchase required materials and cover the cost of required surveys; collaborate with WestEd to coordinate and schedule survey administration; collaborate with District to develop and submit Ventura County Custom Module to WestEd for review and approval; and collaborate with the VCOE Department of Research and Evaluation for data analysis and presentations.
- Provide technical assistance to ensure compliance with Tobacco-Free Certification requirements and signage.
- Submit annual online and hard-copy progress reports to track progress and outcome measures to determine if the grant is moving forward as planned.
- Provide CDE-approved TUPE curriculum, as well as, TUPE training opportunities, as applicable to the District, for the Model/Minnesota Smoking Prevention Program (MSPP) for grade 6; Project ALERT for grades 7 and 8; and Project Towards No Drug Abuse (TND) for grades 9-12.
- Provide and deliver through Cal-SAFE the Tobacco Free Generations curriculum to all identified pregnant and parenting minors.
- Provide information on cessation, including the California Smokers' Helpline, through the publication of cessation brochures.
- Facilitate TUPE Consortium Coordinator meetings.

District will:

- Recruit staff to serve as the District TUPE Project Coordinator. The Coordinator will participate in program evaluation, including collecting curriculum implementation logs, recording activities, and ensuring compliance with grant requirements.

- Allow TUPE Project Coordinator participation in TUPE Coordinator meetings, trainings, and events.
- Collaborate regularly with site administrators (Principals, Assistant Principals or Designee) to generate and sustain support for the TUPE program. Components include: informing staff of and enforcing tobacco use policies; ensuring delivery of the CDE-approved TUPE curriculum; and efforts to provide intervention and cessation services, including appropriate referrals.
- Designate teachers or other appropriate staff to participate in curriculum training and ensure delivery of the CDE-approved, research-validated TUPE curriculum [Model/Minnesota Smoking Prevention Program (MSPP) grade 6, Project ALERT grades 7 and 8, and Project Towards No Drug Abuse (TND) grades 9-12] annually with fidelity at participating campuses.
- Designate administrator, counselor or other appropriate staff to participate in Intervention training and ensure that Intervention counseling sessions are conducted by trained staff for students in violation of tobacco policies, as well as identified tobacco users. Additionally, provide personnel and referrals to the California smoker's helpline and other cessation resources.
- Refer students identified as pregnant minors and/or minor parents to Cal-SAFE and/or Ventura County Public Health Adolescent Family Life Program (AFLP), Cal-Learn Program for tobacco education and cessation support, and/or other prevention and support services.
- Collaborate with VCOE staff to organize TUPE specific outreach and youth advocacy activities that may include outside speakers, skits, rallies, poster contests, and other activities.
- Coordinate and purchase tobacco-free incentive materials that encourage and support student participation in activities and projects such as Red Ribbon Week, Great American Smoke Out, Lose the Chew, Kick Butts Day, and World No Tobacco Day; at all participating campuses. Student incentives must have a tobacco-free message on the item and cannot be in the form of cash.
- Enforce the Tobacco-Free Policy Certification requirements according to CDE regulations, including: compliant school Board Policies and "Tobacco Use is Prohibited" signs at all district-owned property entrances and key areas.
- Annually review and update, if necessary, any applicable District Board Policies and Administrative Regulations that require updated tobacco specific language, procedures, and practices. Submit annual sign assessments to VCOE to ensure compliance with Tobacco-Free Certification Policy requirements.
- Administer the CDE required components of: 1) the Cal-SCHLS System [California Healthy Kids Survey (CHKS), California School Staff Survey (CSSS), and California School Parent Survey (CSPS)] and, 2) the VCOE Custom Module in the 2019-2020 school year to meet the TUPE grant mandates. Survey to be administered to students in grades 7, 9, 11, and to all students attending alternative educational programs. Students in grade 5 may be surveyed under the umbrella of TUPE with prior approval. Ensure that district policies and practices regarding the administration of surveys are followed, including, but not limited to, California Education Code, Board approval, and parent consent.
- If selected, participate in the statewide California Student Tobacco Survey (CSTS) and the Evaluation of Tobacco-Use Prevention Education Programs in California.
- Complete and submit district-level online and hard-copy progress reports as provided by VCOE.

- Neither receive nor apply for funds, educational materials, or services from the tobacco industry or any agency which has received funding from the tobacco industry to implement tobacco-use prevention or intervention programs.

Fiscal Responsibilities:

The maximum total amount of the Agreement for the period of July 1, 2018 through June 30, 2020 shall not exceed a budget of \$110,432

ENCUMBERED
031819de

District will:

- Provide a 2018 - 2020 TUPE Grant Project Budget and Justification which includes annual expenditures for VCOE approval (Exhibit A). The budget shall be divided across the extended grant term. Examples of allowable budget categories considered for reimbursement by the VCOE Tier II Cohort K grant include:
 - **Certificated and Classified Salaries** (District Coordinator, Site Coordinators, Youth Development Coordinators, and sub-costs) A Project Coordinator is required. Funding for administrative personnel, other than the project coordinator cannot be funded through the TUPE grant.
 - **Employee Benefits** (Certificated/Classified)
 - **Materials & Supplies** (Office supplies, youth development activities)
 - **Travel and Conference** (In-county mileage and out-of-county travel expenses associated with VCOE approved Youth Development activities)
 - **Youth Development Transportation**
- Comply with Guidelines for Allowable and Nonallowable Costs (See Exhibit B).
- Submit quarterly fiscal reports to include the Quarterly Expenditure Report and Invoice, as well as supporting documentation on the following due dates; **October 10th, January 10th, April 10th, and July 10th**, except for the final invoice, which must be submitted by no later than **June 19, 2020**.
- Attend annual budget meeting between VCOE staff and District designated TUPE Coordinator and at least one District fiscal staff representative.
- **Budget Revisions:** When circumstances necessitate a modification of the District's approved budget, a revision of the original approved budget with justification will be required. Contact VCOE, Project Specialist Technician for specific submission requirements. Budget revisions must be approved prior to the reallocation of funding.

TUPE Report Requirements:

All reports are due by the dates indicated below. Failure to submit all required reports by the appropriate due dates will result in future payments being delayed.

Implementation Logs:

- Due annually by January 15th** for the period of *July 1st through January 1st*.
- Due annually by June 30th** for the period of *January 1st through June 30th*.

Key Activities & Timeline:

Due Bi-annually (Jan. and June)

TUPE Online Report

Due annually by June 1st

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein.

Lisa A. Franz, Director, Purchasing
Authorized District Representative

Signature

Date

Lisa Cline,
VCOE Exec. Director Internal Business Services



Signature



Date

Dr. Antonio Castro,
VCOE Associate Superintendent



Signature



Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Support Services Agreement

**Ratification of Agreement/MOU #19-71 - Ventura County Office of Education
(DeGenna/Batista)**

This agreement with the Ventura County Office of Education, Migrant Education Program, Region 17 (VCOE), is to provide Identification and Recruitment services for the Oxnard School District. VCOE will provide services to Migrant students by hosting Saturday school and intervention programs after school hours during the period of July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Not to exceed \$60,000.00 – Program costs to be reimbursed by VCOE Migrant Ed.

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-71 with the Ventura County Office of Education, Migrant Education Program, Region 17.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #19-71 - Ventura County Office of Education \(3 Pages\)](#)



VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

OSD AGREEMENT/MOU #19-71

MEMORANDUM OF UNDERSTANDING

Between

Region 17, Migrant Education Program

Ventura County Office of Education

And

Oxnard Elementary School District

1051 South A Street

Oxnard, California 93030

This is an agreement to provide supplementary educational services for the Oxnard Elementary School District. This agreement is between the Ventura County Office of Education, Migrant Education Program, Region 17, hereinafter referred to as the Region and the Oxnard Elementary School District, hereinafter referred to as the District.

The period covered by this agreement shall be from July 1, 2019 to June 30, 2020 inclusive.

The Region agrees to:

- 1.0 Reimburse the District upon receipt of an invoice for any and all supplementary services provided to eligible migrant students and/or eligible migrant parents/guardians eligible to receive services as previously agreed and approved by the Region.
- 2.0 Verify eligibility of students and parents by an official State approved Certificate of Eligibility and/or a regional computer printout.
- 3.0 Provide any necessary training for the District staff, classified and/or certificated, working directly or indirectly with eligible migrant students.
- 4.0 Provide a qualified Recruiter to identify and recruit all potential migrant students and/or parents.
- 5.0 Provide and maintain an official Migrant Education Program lap computer for use in the identification and recruitment services, when necessary.
- 6.0 Provide supervision and evaluation of the Recruiter in the performance of his/her duties.
- 7.0 Provide any necessary and relevant office supplies, materials, forms, and documents in the provision of the Migrant Education Program supplementary services.
- 8.0 Provide emergency health services to eligible migrant students as determined by the Region and deemed appropriate and necessary and providing there are funds currently available.

- 9.0 Provide educational supplementary services to eligible migrant students in the areas of language arts, math, science, music, art, and any other relevant cultural, social, and educational activities provided in the State Core Standards, within the funds available and provided by the Region.
- 10.0 Provide supplementary educational services to Priority For Service and At-Risk Migrant Students Far Below Basic and Below Basic before serving Basic and Above migrant students, whenever possible.

The District agrees to:

- 1.0 Submit a monthly invoice with appropriate supportive documentation to the Region for reimbursement for any and all supplementary service costs provided to eligible migrant students and eligible migrant parents previously agreed and approved by the Region and the District jointly in writing.
- 2.0 Provide appropriate office space with desk, chair, phone, file cabinet, and any other relevant furniture and/or equipment relevant and necessary for the Recruiter to perform his/her duties.
- 3.0 Provide bus transportation for both the summer school program and the regular school year program.
- 4.0 Provide nutrition for both the summer school program and the regular school year program.
- 5.0 Provide custodial services for both the summer school program and the regular school year program.
- 6.0 Provide appropriate educational facilities for both the summer school program and the regular school year program.
- 7.0 Provide upon request relevant student and parent home address and phone number in order to interview and determine possible eligibility in the Migrant Education Program.

TERMINATION:

Either party, in writing, may terminate this MOU at any time upon 30 days' written notice to the other Party.

REVISION/AMENDMENT:

This MOU may be revised and/or amended by agreement of both parties at any time during the duration of the agreement.

IDEMNIFICATION/HOLD HARMLESS:

Each party agrees that it will indemnify, hold harmless and defend the other party, its officers, employees, and agents, from all claims, losses and damages, including property damage, personal injury, death, attorney fees and liability of every kind, directly or indirectly arising from the negligent acts or omissions, or willful misconduct, of that party.

The parties have evidenced their acceptance of this Memorandum of Understanding by their signatures affixed below.

Oxnard Elementary School District
1051 South A Street
Oxnard, California 93030

Ventura County Office of Education
5189 Verdugo Way
Camarillo, California 93012

By: _____
Signature Superintendent or Designee

By: _____
Signature Superintendent or Designee

Lisa A. Franz

Print Name

Print Name

Director, Purchasing

Print Title

Print Title

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #19-58 – LingPerfect Translations, Inc. (DeGenna/Batista)

LingPerfect Translations, Inc. will provide over the phone Translation/Interpreting services as needed during the period of July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

\$3,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-58 with LingPerfect Translations, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-58 - LingPerfect Translations Inc. \(13 Pages\)](#)
[Proposal \(9 Pages\)](#)
[Certificate of Insurance \(4 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-58

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of August 2019 by and between the Oxnard School District (“District”) and LingPerfect Translations, Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from 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.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Three Thousand Dollars (\$3,000.00), per rates listed in attached proposal, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Marlene Batista
Phone: 805.385.1501, x2351
Fax: 805.486.6084

To Consultant: LingPerfect Translations, Inc.
2 Water Street, Suite 14A
New York, NY 10004
Attention: Robert London/Vanessa Herrera
Phone: (888) 808.8166
Fax: (646) 736.1975

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

LINGPERFECT TRANSLATIONS, INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-58

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-58

SERVICES

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

Provide over the phone translation/interpreting services per attached proposal dated 5/16/19

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

N/A

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #19-58

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-58

COMPENSATION

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

*Per attached Proposal dated 5/16/19 – Not to Exceed \$3,000.00

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 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 \$3,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-58

INSURANCE

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

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

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

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

~~(3) Insurance coverage should include:~~

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

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

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

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

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

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

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

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

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

Not Project Related

Project #19-58

~~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 #19-58

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-58

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, **LINGPERFECT TRANSLATIONS, INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Proposal for Over the Phone
Interpretation (OPI) Services

Prepared by
LingPerfect Translations, Inc.:



Prepared for:



LingPerfect DUNS number: 078727049
LingPerfect GSA contract number: GS00F085DA

Contents

Executive Summary	3
LingPerfect at a glance	4
Technical Proposal: Interpretation	5
Simultaneous Interpretation	5
Consecutive interpreting	5
Over the Phone Interpretation (OPI)	5
LingPerfect Interpretation Experience	6
Quality Control Plan	7
Roles and responsibilities	7
Pricing Proposal	8
Telephonic Interpreting Services:	8
Summary	9

Executive Summary

Erica Murillo de Jeronimo
Oxnard School District

May 16, 2019

Dear Erica,

Thank you for providing LingPerfect with this opportunity to present itself as a language translation and Interpretations services partner to **Oxnard School District**.

For more than 10 years, LingPerfect has delivered innovative business solutions that **boost efficiency and value** for our clients across our service offerings supply chain. LingPerfect has a vast network of resources which exceeds 10,000 professional translators and interpreters in the US and across the globe. We employ leading-edge technology and best practices to implement solutions that improve communication among all of a client's key stakeholders.

Since its inception, LingPerfect has been a trusted partner to US Government and Commercial entities. Throughout this time, LingPerfect has consistently demonstrated a superior level of attention to detail, flexibility in working with our clients to exceed their expectations and providing innovative solutions. Today, **Oxnard School District** is seeking a partner who can help them with phone interpretation into **Multiple Languages**.

At LingPerfect, we have the resources, attitude, services and approach to form a mutually beneficial partnership with Oxnard School District. Should you require additional information or clarification for any of our responses, please do not hesitate to contact us.

We look forward to any feedback you may have, and thank you again for this opportunity.

Cordially,

Ignacio Gioiosa
Business Development Manager
LingPerfect Translations, Inc.

1110 Brickell Av. Suite 430-K25,
Miami, FL. 33131
Phone: +1-929-200-1015
IGioiosa@LingPerfect.com
www.LingPerfect.com

LingPerfect at a glance

LingPerfect is an international language service provider that helps businesses to achieve maximum returns on their localization investment by delivering quality driven language expertise in over 150 languages. Thanks to our unique blend of employees and linguists, processes, and customer service, even the most technically and linguistically complex content can be translated into a multitude of languages effectively and efficiently.

We understand that translations are a major investment for our clients; therefore we deliver the highest value through quality translations in a timely manner. We create tailored localization solutions through clear, client-focused communications and a multilevel Quality Assurance process, guaranteeing each project has optimal results. Our experience, competitive pricing and use of the most efficient technologies allow us to build long-term partnerships with our clients.

LingDirector, our project management and translation management system, stored in the US-based Microsoft server room, allows for easy user functionality across the globe and operating systems. No installation is required, and accessibility requires only an internet connection with client-specific credentials. LingDirector allows LingPerfect and its clients to track a project's status, overall spend, and submit a new request from anywhere in the world.

At LingPerfect, we utilize only native-speaking and subject-matter experts. With offices in Europe, America and Asia we have the capabilities, resources, and infrastructure to deal with your most demanding assignments.

Technical Proposal: Interpretation

LingPerfect offers accurate interpreting services that promise comprehensible, successful communication. Our interpreters are available for business meetings, conference calls, conventions, exhibitions, courtroom and depositions, medical exams, community meetings, and tours. In today's world, communication is a key factor for success. The need to overcome a language barrier can be critical and LingPerfect's interpreting services are always available to help.

Simultaneous Interpretation

LingPerfect's simultaneous interpreting service is in high demand at international conferences, business, and community meetings where it permits presentations and discussion to proceed at the same pace as a single language meeting. Each attendee hears what is being said in his or her own language with the help of wireless receivers.

The simultaneous interpreting service is a combination of highly talented conference interpreters and wireless electronic equipment to transmit the interpreters' words to the appropriate listeners.

LingPerfect provides a complete package. Our simultaneous interpreters are trained, highly qualified specialists, selected from a large pool, according to subject and native language. All are highly skilled professionals with years of simultaneous interpreting experience. The right experts familiar with the subject matter of your agenda are assigned to your conference.

Simultaneous interpreting is the ultimate in international conference hospitality. There is no better way to attract foreign attendance. LingPerfect's simultaneous interpretation methodology had proven successful in the past for all of our Government and Commercial Partners, we will be delighted to provide our ISO certified interpretation services to Oxnard School District.

Consecutive interpreting

Consecutive interpreting is appropriate for law offices, business meetings, and various medical situations where language is a barrier. Consecutive interpreters translate what a person has just said immediately after it has been said. LingPerfect utilizes highly trained consecutive interpreter able to interpret in both directions, delivering the message with the same intonation and emphasis as each speaker, without embellishment. LingPerfect has provided this service for oral depositions and various other situations for over 150 languages.

Over the Phone Interpretation (OPI)

LingPerfect has a team of over 8,000 professional interpreters who are carefully selected and trained in interpretation skills and specific industry practices and terminologies to be the very best in the business. Professional, courteous, and focused on complete and accurate interpretation in any circumstance, our interpreters will provide you with the very best phone interpreting experience possible.

LingPerfect's over-the-phone interpreting solution is easy to use on any phone, connecting you to an interpreter within seconds, 24/7/365.

LingPerfect provides a toll free telephone number, basic account information, and identify the language you need. You will be connected with an interpreter within seconds. We can customize this process to streamline your call flow, improve efficiency, and meet your specific business needs.

LingPerfect Over the Phone Interpretation services (OPI) allows you to provide the callers with a dedicated toll free telephone number. The caller is greeted in-language, and then paired with an interpreter before your phone even rings, saving time and increasing productivity. The short response time improves the in-language client experience and is perfect for appointments, consults, community outreach, hotlines and more.

LingPerfect Interpretation Experience

In addition to the services described above LingPerfect offers a turnkey solution which proved successful for multilingual communication.

At LingPerfect, We access to the top interpreters in the world along with the high-tech equipment necessary to provide highly professional onsite interpretations in almost any environment. From large concert halls to small meeting rooms, LingPerfect has a solution for your onsite interpretations needs.

Our onsite interpreters have undergone the most rigorous language training in the industry. With UN certified interpreters on staff, LingPerfect understands the strict standards necessary to provide accurate onsite interpretations. With linguists trained in over 150 languages covering all subject matters, LingPerfect will find the right linguist for your subject matter, no matter how complex.

As with all of our service offerings, LingPerfect adheres to strict standards of confidentiality and quality.

LingPerfect is the provider to over 500 clients worldwide and is trusted by the most reputable organizations in the world, including the U.S. Military and government. Whether you need business, legal, medical, educational, or conference onsite interpretation services, LingPerfect is your cost-effective and reliable solution.

Quality Control Plan

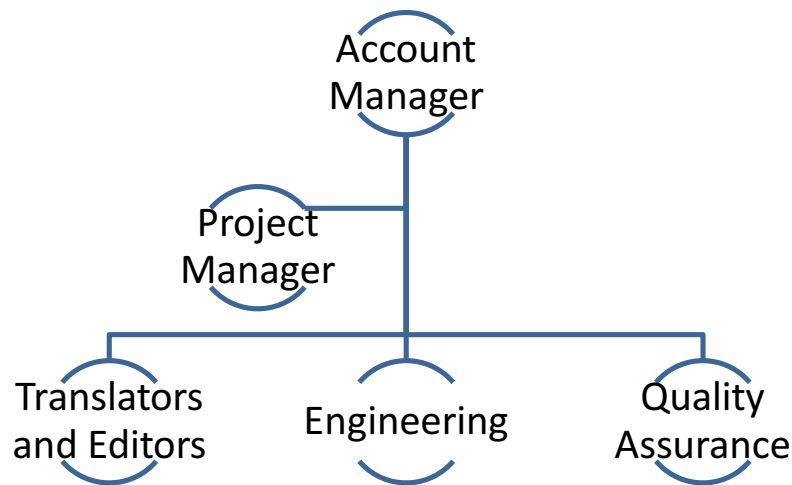
LingPerfect is ISO 9001:2008 certified and prides itself on its quality processes and providing excellent customer service in over 150 languages.

QualityPerfect is our management system that guides every stage of the translation process, from submitting materials to final approval. No job is complete until we know that the client is completely satisfied.

Flexibility around our clients' needs and consulting reference materials, such as glossaries and briefs, are key components of QualityPerfect. These steps ensure the final product meets all requirements and contains the specific, correct terminology. Moreover, with translation memory (TM) technology, additional projects can be carried out with increased precision and efficiency.

Roles and responsibilities

LingPerfect establishes a custom production team dedicated to supporting Oxnard School District needs



Management team:

Account Manager:

The AM serves as the unique point of contact for Oxnard School District. The AM handles the day to day client interaction and understands the customers' needs in order to be translated into deliverables

Project Manager:

The PM manages the entire translation team, sets up production matrices, coordinate with team members to ensure they have the necessary tools to efficiently complete the deliverables in a timely fashion.

Production team

Translators, Editors, Engineering and Quality assurance.

Pricing Proposal

Telephonic Interpreting Services:

Tiered Pricing	Spanish (per minute)	All other languages (per minute)
0-5,000 mins./month (Base rate)	\$2.00	\$2.50
5,000 - 10,000 mins./month	\$1.75	\$2.25
10,000-20k	\$1.65	\$2.00
20k+	\$1.55	\$1.85

Summary

At LingPerfect we truly care about our clients and do everything we can to make the translation process successful and seamless. We will work with you every step of the way with a consultative approach to handle the unique demands of your projects. Our US network of linguists ensures seamless coverage regardless of language or time zone while our US-based systems allow for limitless access regardless of location.

If after reviewing this document you have additional questions or would like to discuss specific requirements in greater detail, please do not hesitate to contact me.

Ignacio Gioiosa

Business Development Manager

1110 Brickell Av. Suite 430-K25,
Miami, FL. 33131
Phone: +1-929-200-1015

This Policy is issued by the stock insurance company listed above.

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS.

Policy No. EONNYF146021734	
Item 1. Named Insured	Lingperfect Translations, Inc Principal Address: 125 Maiden Lane #509 New York , NY 10038
Item 2. Policy Period:	From 12:01 a.m. 10-22-2018. To 12:01 a.m. 10-22-2019 (Local time at the address shown in Item 1)
Item 3. Limit of Liability (including Claims Expenses)	\$1,000,000 Each Claim \$1,000,000 Aggregate Limit \$ 5,000.00 Disciplinary Proceeding Claims Expenses Aggregate Limit (in addition to the Each Claim and Aggregate Limits set forth above)
Item 4. Retention	\$2,500 Each Claim
Item 5. Premium:	\$2,480
Item 6. Retroactive Date (if applicable):	10/22/2012
Item 7. Professional Services:	See MPL Amendatory Endorsement-Definition of Professional Services
Item 8. NOTICE TO INSURER:	Phone: 800-433-0385 (Business Hours) 800-523-9254 (After Hours)

Please be advised that Financial Lines claims must be reported in writing and cannot be reported by phone. Please refer to your policy for proper reporting procedures.

Mail:

Chubb North America Claims
PO Box 5122
Scranton, PA 18505-0554

FIRST NOTICES FAX:

877-395-0131 (Toll Free)

FIRST NOTICES EMAIL:

ChubbClaimsFirstNotice@Chubb.com

Item 9. Optional **Extended Reporting Period:**

Additional Premium: 100% of last annual premium.
Additional Period: 12 months

Item 10. Endorsements:

PF18873	(1105)	ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY POLICY DECLARATIONS
LD5S23J	(0314)	SIGNATURE ENDORSEMENT (SURPLUS LINES COMPANIES)
PF18874	(0206)	ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY POLICY
PF19061	(1005)	SPOUSAL COVERAGE EXTENSION
PF19236	(1205)	INSURED DEFINITION AMENDED-LEASED, PART TIME, SEASONAL EMPLOYEES
PF19806	(0206)	ADDITIONAL INSURED (AUTOMATIC PURSUANT TO CONTRACT)
PF23293	(1207)	MPL AMENDATORY ENDORSEMENT DEFINITION OF PROFESSIONAL SERVICES AMENDED
PF23296a	(0708)	CONTINGENT BODILY INJURY, PROPERTY DAMAGE ("FOR" PREAMBLE) WITH SUB-LIMIT OF LIABILITY
PF25559	(0309)	NEW YORK CHANGES - LEGAL ACTION AGAINST THE INSURER
PF38981	(0113)	FALSE CLAIMS ACT EXCLUSION
PF40575	(1213)	MPL ENHANCEMENT ENDORSEMENT
PF45312	(0415)	ADDITIONAL INSURING AGREEMENTS: TECHNOLOGY LIABILITY, ELECTRONIC MEDIA ACTIVITIES, NETWORK SECURITY LIABILITY, PRIVACY LIABILITY, DATA BREACH FUND AND NETWORK EXTORTION THREAT
PF46422	(0715)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
PF47720	(0316)	FIRST DOLLAR DEFENSE ENDORSEMENT
PF47760	(0516)	UNSOLICITED COMMUNICATIONS EXCLUSION
ALL20887	(1006)	ACE PRODUCER COMPENSATION PRACTICES & POLICIES

ILP001	(0104)	U.S. TREASURY DEPARTMENTS' OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
SL34255a	(0116)	SERVICE OF SUIT ENDORSEMENT
TermsOfTrade	(0101)	TERMS OF TRADE

Producer: SCOTTISH AMERICAN INSURANCE GENERAL AGENCY INC
648 39TH STREET BROOKLYN
BROOKLYN, NY 11232
Z03875

IN WITNESS WHEREOF, the **Company** has caused this **Policy** to be countersigned by a duly authorized representative of the **Company**.

DATE: 10-16-2018

Authorized Representative

AUTHORIZED AGENT

Chubb. Insured.™

SIGNATURES

Named Insured LINGPERFECT TRANSLATIONS, INC			Endorsement Number LD5S23J0314
Policy Symbol EON	Policy Number EONNYF146021734	Policy Period 10-22-2018 TO 10-22-2019	Effective Date of Endorsement 10-22-2018
Issued By (Name of Insurance Company) ILLINOIS UNION 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.

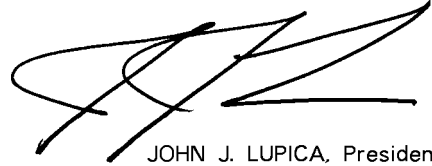
THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

ILLINOIS UNION INSURANCE COMPANY (A stock company)
525 W. Monroe Street, Suite 400, Chicago, Illinois 60661

WESTCHESTER SURPLUS LINES INSURANCE COMPANY (A stock company)
Royal Centre Two, 11575 Great Oaks Way, Suite 200, Alpharetta, GA 30022


REBECCA L. COLLINS, Secretary


JOHN J. LUPICA, President

Authorized Representative

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Support Services Agreement

**Ratification of contract renewal for Agreement #18-01 - Durham School Services, L.P.
(Penanhoat/Briscoe)**

The Administration recognizes Transportation as a vital service to accomplish Oxnard School Districts' mission statement.

Currently Oxnard School District contracts with Durham School Services for Transportation Services. Their proposal reflects a 2% increase in the District's rates for the 2019/2020 fiscal year and will provide consistent, efficient and cost effective transportation for the Oxnard School District while maintaining the highest level of safety consistent with industry standards. In addition, Durham School Services, will take on the responsibility to ensure that the District drivers are current and in compliance with all school bus training hours, certificates, and first aid. The Contractor's State instructor will respond to all school bus accidents.

FISCAL IMPACT:

\$4,350,000.00 (2019/2020) – General Fund

RECOMMENDATION:

It is the recommendation of the Manager, Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify the renewal of Agreement #18-01 for Pupil Transportation Services with Durham School Services, for fiscal year 2019/2020.

ADDITIONAL MATERIALS:

Attached: [Attachment A - Renewal of Agreement #18-01 - Durham School Services \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

ATTACHMENT A

**ANNUAL CONTRACT PRICE ADJUSTMENT
JULY 1, 2019 THROUGH JUNE 30, 2020**

Renewal Agreement #18-01, Contract for Pupil Transportation Services

Both parties agree to adjust the Transportation rates as follows:

It is agreed that effective July 1, 2019 through June 30, 2020 the rates shall be increased by 2% as stated below:

BUS TYPE AND CAPACITY	MINIMUM 4 HR/75 MILE Rate	RATE PER OVER HOUR	RATE PER OVER MILE
Type A or B (18-20 ambulatory passengers)	\$317.68	\$35.70	N/A
Type C (30-46 ambulatory passengers with minimum 2 wheel chair positions)	\$369.04	\$35.70	N/A
Type D (78-84 ambulatory with undercarriage storage)	\$453.79	\$35.70	N/A
<u>FIELD TRIPS</u>			
PER HOUR	\$44.88		

IN WITNESS WHEREOF, the parties hereto have executed this Renewal as of the dates written below.

DURHAM SCHOOL SERVICES, L.P.
By: Durham Holding II, L.L.C.,
Its general partner

OXNARD SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Lisa A. Franz
Title: Director, Purchasing
Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #19-68 – Casa Pacifica (DeGenna/Ridge)

Casa Pacifica Centers for Children & Families (Casa Pacifica) will provide transportation services to school-aged children K-8, defined as homeless (including those living in shelters) under Title 1, who require transportation to and from school during the 2019-2020 school year. The District will reimburse Casa Pacifica \$50.00 per day (round trip), per pupil, up to \$21,000.00.

FISCAL IMPACT:

Not to exceed \$21,000.00 – Title 1

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-68 with Casa Pacifica, in the amount not to exceed \$21,000.00.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-68 - Casa Pacifica \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

**AGREEMENT #19-68 BETWEEN OXNARD SCHOOL DISTRICT AND CASA
PACIFICA CENTERS FOR CHILDREN & FAMILIES
TO TRANSPORT “MCKINNEY-VENTO” PUPILS**

This agreement is made by and between CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES and OXNARD SCHOOL DISTRICT hereinafter referred to as DISTRICT.

1. This agreement pertains to school-age children placed at CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES who are pupils defined as homeless (including those living in shelters) under the Title I and who require transportation to and from school.
2. CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES agrees to provide for the transportation of students placed at CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES who qualify as homeless under Title I as agreed to by DISTRICT.
3. DISTRICT shall reimburse CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES at a rate of \$50.00 per day (round trip) per pupil for each day transportation is provided for the above defined students.
4. CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES shall invoice the DISTRICT by the 5th working day of each month for all transportation services provided in the prior month. The invoice shall include a list of students transported to DISTRICT schools from CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES, the dates and the number of trips provided.
5. DISTRICT shall pay the invoiced amount within 30 days of receipt of the invoice.
6. CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES carries comprehensive General Liability and Automobile insurance coverage, including products/completed operations, personal injury, broad form property damage, blanket contractual, and owned, non-owned and hired automobile liability coverage of \$5,000,000 combined single limit per occurrence.
7. DISTRICT agrees to defend, indemnify and hold harmless CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES, its Board of Directors, its officers, and its employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising out of CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES performance of obligations under this agreement. However, this duty to defend and indemnify shall not apply if it is finally adjudicated that such claim, demand, liability or expense rose out of the sole negligence of CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES.
8. CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES will agree to and enforce its employees to obey all applicable laws.
9. CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES will provide a declaration of worker's compensation insurance.
10. Drivers will comply with Education Code, section 45125.1, fingerprinting requirements, and Education Code section 49406, examination for tuberculosis.
11. The Term of this contract shall begin July 1, 2019 and end on June 30, 2020.

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

**CASA PACIFICA CENTERS FOR
CHILDREN & FAMILIES:**

OXNARD SCHOOL DISTRICT:

Signature

Signature

Wayne Davey, Chief Financial Officer
Typed Name/Title

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

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2018

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Helen F Westfall, AINS PHONE (A/C, No, Ext): (805) 585-6124 FAX (A/C, No): (805) 585-6224 E-MAIL ADDRESS: hwestfall@tolmanandwiker.com														
INSURED Casa Pacifica Centers for Children and Families 1722 South Lewis Road Camarillo CA 93012-8520	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Nonprofits' Insurance Alliance of CA</td> <td></td> </tr> <tr> <td>INSURER B : Lloyd's of London</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nonprofits' Insurance Alliance of CA		INSURER B : Lloyd's of London		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 18/19 GL/AL/UMB/E&O REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES SOCIAL SERVICES <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	2018-03300-NPO	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$								
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			2018-03300-NPO	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2018-03300-UMB (GL/Prof/Auto)	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
B	MEDICAL PROFESSIONAL LIABILITY CLAIMS MADE Retro Date 10/5/2004			W2093D180201	11/01/2018	11/01/2019	PER CLAIM \$2,000,000 AGGREGATE \$4,000,000								

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

Re: Students attending the NPS. GL: Oxnard School District is Additional Insured as respects to operations of the Named Insured per form CG20260413 which applies only as required by current written contract on file.

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

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Approval of the 2018-19 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Vaca)

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

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

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2018-19 Quarterly Report on Williams Uniform Complaint, fourth quarter, as presented.

ADDITIONAL MATERIALS:

Attached: [Williams Quarterly Report August 2019 \(one page\)](#)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2018-19

District: **Oxnard School District**

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **July 2019 (4/1/19 to 6/30/19)**

Date for information to be reported publicly at governing board meeting: **August 7, 2019**

Please check box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Karling Aguilera-Fort

Print Name of District Superintendent

Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Personnel Actions (Vaca/Nair-Villano)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Personnel Actions 08072019 \(four pages\)](#)

New Hire

Barragan, Mayra A	Library Media Technician, Position #1849 Elm 5.0 hrs./190 days	04/29/2019
Corse, Alyssa M	Paraeducator II, Position #2114 Special Education 5.75 hrs./183 days	05/06/2019
Martinez, Mayra	Paraeducator II, Position #9306 Special Education 5.75 hrs./183 days	05/13/2019
Patron-LaFrance, Alicia	Payroll Technician, Position #9176 Budget & Finance 8.0 hrs./246 days	05/06/2019
Harper, Stephanie	Library Media Technician, Position #2199 Sierra Linda 5.0 hrs./190 days	5/20/2019
Reyes, Juan C	Custodian, Position #6448 Driffill 4.0 hrs./246 days	07/02/2019

Limited Term

Almanza, Sanjuana	Campus Assistant (substitute)	04/22/2019
Botello, Monica	Paraeducator (substitute)	05/14/2019
Chavez, Julio C	Paraeducator (substitute)	05/28/2019
Cortez, Rosario	Campus Assistant (substitute)	05/01/2019
Garcia Jr., Manuel	Custodian (substitute)	05/22/2019
Gutierrez, Sheila M	Clerical (substitute)	05/13/2019
Jimenez, Maricela	Child Nutrition Worker (substitute)	05/07/2019
Jimenez, Perla	Clerical (substitute)	05/13/2019
Nunez, Charles J	Custodian (substitute)	05/15/2019
Ordaz, Josue J	Paraeducator (substitute)	05/15/2019
Plascencia, Carlos	Clerical (substitute)	05/13/2019
Potts, Erin	Clerical (substitute)	05/20/2019
Ting, Tina M	Clerical (substitute)	04/20/2019
Torres, Alfred	Clerical (substitute)	05/20/2019
Washington, Ashleigh K	Paraeducator (substitute)	06/24/2019

Transfer

Cater, Taylor	Paraeducator I, Position #7184 McAuliffe 4.83 hrs./ 183 days Paraeducator I, Position #7167 Brekke 4.83 hrs./ 183 days	05/26/2019
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In Lieu of Layoff

Ontiveros, Alma	Preschool Assistant, Position #9595 Harrington 3.0 hrs./183 days Preschool Assistant, Position #2893 Harrington 3.0 hrs./183 days	08/19/2019
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In Lieu of Layoff continued

Lopez, Ana S	Preschool Teacher, Position #9579 Ramona 4 hrs./183 days Preschool Teacher, Position #6336 Sierra Linda 4 hrs./183 days	08/19/2019
Palomar, Ariana	Preschool Teacher, Position #9582 Harrington 4.0 hrs./183 days Preschool Teacher, Position #2895 Harrington 4.0 hrs./183 days	08/12/2019
Perez, Maria	Intermediate School Secretary BL, Position #6708 Kamala 8.0 hrs./192 days Intermediate School Secretary BL, Position #5388 Frank 8.0 hrs./192 days	7/29/2019
Nash, Maribel	Intermediate School Secretary BL, Position #921 Frank 8.0 hrs./192 days Intermediate School Secretary BL, Position #6338 Fremont 8.0 hrs./192 days	7/29/2019
Gaytan, Blanca	Office Assistant III BL, Position #2408 Special Education 8.0 hrs./ 12 months Office Assistant III BL, Position #1808 Educational Services 8.0 hrs./ 12 months	8/26/2019
Van Voorhis, Leticia	Office Assistant II BL, Position #631 Driffill 8.0 hrs./ 203 days Office Assistant III BL, Position #2408 Special Education 8.0 hrs./ 12 months	8/26/2019
Valenzuela-Arenas, Dalia	Administrative Assistant BL, Position #560 Educational Services 8.0 hrs./ 12 months Administrative Assistant BL, Position #5467 Educational Services 8.0 hrs./ 12 months	7/29/2019
Aspuria, John	Site Technology Technician, Position #2511 Ramona 7.0 hrs./ 221 days Site Technology Technician, Position #2947 Haydock 5.0 hrs./ 12 months	7/29/2019

Voluntary Demotion

Escobedo, Sonia	Paraeducator I, Position #7178 Lemonwood 4.10 hrs./ 183 days Paraeducator II, Position #8603 Special Education 5.75 hrs./ 183 days	05/19/2019
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Return from Leave of Absence

Grande, Carmen E	School Office Manager, Position #1820 Marshall 8.0 hrs./ 210 days	05/20/2019
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Released during Probation

10574	Language Assessment Technician, Position #2443	05/23/2019
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Medical Layoff

1362 Paraeducator II, Position #6581 06/27/2019

Resignation

Canales, Catalina Health Care Technician, Position #9032 05/07/2019
Pupil Services 7.0 hrs./183 days

Fateh, Navid D Director of Facilities, Position #7354 06/03/2019
Facilities 8.0 hrs./ 246 days

Fountain, Genesis District Textbook Coordinator, Position #2300 05/31/2019
Educational Services 8.0 hrs./246 days

Gardner, Stephen A Bus Driver, Position #1453 06/14/2019
Transportation 6.0 hrs./183 days

Jindall, Shweta Payroll Technician, Position #9175 05/23/2019
Budget & Finance 8.0 hrs./246 days

Madrigal, Lizeth Campus Assistant, Position #3069 04/25/2019
Rose Ave. 4.5 hrs./180 days

Nunez, Charles J Campus Assistant, Position #7151 05/15/2019
Fremont 4.0 hrs./180 days

Warrick, Roderick Site Technology Technician, Position #2511 05/07/2019
Ramona 8.0 hrs./246 days

Resignation Date Correction

Hernandez, Julie V Paraeducator I, Position #7193 05/17/2019–05/16/2019
Sierra Linda 4.83 hrs./183 days

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

Alfaro, Coraima	Teacher, BCLAD	August 19, 2019
Aminian, Keyon	Teacher, SPED M/M	August 19, 2019
Cano, Ann	Teacher, SPED M/M	August 19, 2019
Davey, Hannah	Teacher, SPED M/M	August 19, 2019
Flores Cortes, Hector	School Psychologist	August 9, 2019
Garcia, Andres	Teacher, SPED M/M	August 19, 2019
Garcia, Cecilia	Teacher, SPED M/M	August 19, 2019
Henke, Elijah	Teacher, Language Arts	August 19, 2019
Hernandez, Stephanie	Teacher, SPED DHH	August 19, 2019
Kengni, NellyVanessa	Teacher, SPED M/M	August 19, 2019
Kinberg, Adam	Teacher, BCLAD	August 19, 2019
Lopez, Israel	Teacher, SPED M/M	August 19, 2019
Madrigal, Max	Teacher, BCLAD	August 19, 2019
Magana, Everardo	Teacher, SPED M/M	August 19, 2019
Martinez, Adalberto	Teacher, BCLAD	August 19, 2019
Medrano, Claudia	Teacher, BCLAD	August 19, 2019
Molina, Ana	Speech Language Therapist	August 19, 2019
Olley, Amanda	School Psychologist	August 9, 2019
Salas, Cristina	Teacher, BCLAD	August 19, 2019
Wilkins, Rosemary	Teacher, BCLAD	August 19, 2019
Zamudio, Eva	SPED M/M	August 19, 2019
Fernandez, Alexis	Substitute Teacher	2019/2020 School Year
Shapiro, Megan	Substitute Teacher	2019/2020 School Year

Retirement

Fishell, Michael	Teacher	June 30, 2019
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Resignations

Covarrubias, Gabriel	Teacher	June 30, 2019
Hayashi, Elizabeth	School Psychologist	June 14, 2019
Rosenberg, Carmen	School Nurse	July 26, 2019
Villapudua, Nadia	Manager, SPED	August 2, 2019
Yale, Beth	Teacher, SPED M/M	June 14, 2019

Leave of Absences

Fedele, Joy	Teacher	08/19/2019 – 01/6/2020
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #19-05, Maxim Healthcare Services Inc. (DeGenna/Madden)

At the Board meeting of May 1, 2019, the Board of Trustees approved Agreement #19-05 with Maxim Healthcare Services Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Special Education Services Department on an “as needed” basis for the period of May 2019 through June 30, 2020.

Amendment #1 is to include the services for Board Certified Behavior Analyst supervision through the end of the original agreement term.

FISCAL IMPACT:

No additional funding is required to include these services.

RECOMMENDATION:

It is recommended by the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-05 with Maxim Healthcare Services Inc.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(2 Pages\)](#)
[Agreement #19-05 - Maxim Healthcare Services \(11 Pages\)](#)



AMENDMENT

This Amendment (hereinafter “Amendment”) to The Master Contract (hereinafter “Agreement”) is entered into this August 7, 2019, by and between **Oxnard School District**, referred to in this Amendment as “CLIENT,” and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, referred to in this Amendment as “MAXIM.”

RECITALS

WHEREAS, CLIENT and MAXIM entered into the Agreement, with an effective date of May 1 , 2019.

WHEREAS, CLIENT and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, CLIENT and MAXIM hereby agree as follows:

The following Discount Table shall be added to Attachment A of the Agreement:

Behavior Technicians

Cases*	Hourly Rate**
0-9 cases	\$50.00/hr
10 to 14 cases	\$48.00/hr
15 or more cases	\$46.00/hr

BCBA Supervision

Cases*	Hourly Rate**
0-20 cases	\$100.00/hr
20+ cases	No Fee

* Cases in which CLIENT requests that MAXIM employee is engaged as a Behavior Technician and which MAXIM accepts.

OXNARD SCHOOL DISTRICT :

MAXIM HEALTHCARE SERVICES
INC. D/B/A MAXIM STAFFING
SOLUTIONS:

Signature
Lisa A. Franz, Director, Purchasing

Signature

Printed Name & Title

Printed Name & Title

Date

Date

All other terms and conditions will remain unchanged as stated in the Agreement. CLIENT and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Amendment as of the date set forth above.



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 1st day of May, 2019, by and between **Oxnard School District** located at 1051 South A St. Oxnard, CA 93030, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and MAXIM ENTITY, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 500 Esplanade Dr.#660, Oxnard, CA 93036 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in California and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for the period of May 2, 2019 through June 30, 2020 and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified health care providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBA's, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license, certification(s) and/or credential(s), as applicable and appropriate for the services provided to EDUCATIONAL

INSTITUTION, documentation of which will be kept in the MAXIM employee file and will be provided to EDUCATIONAL INSTITUTION as requested in writing.

- 2) Skills competency evaluation, if applicable, to be verified by a MAXIM clinician.
- 3) Completed MAXIM standard OSHA and HIPAA training.
- 4) Complete state-specific background checks and health assessment requirements, as defined by state-specific educational code.
- 5) MAXIM will ensure completion of documentation, as requested by EDUCATIONAL INSTITUTION, to assist in Local Education Agency reimbursement.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify EDUCATIONAL INSTITUTION in writing of its intent to use subcontractors and will obtain written approval from EDUCATIONAL INSTITUTION. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION'S specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 Requests for Personnel. EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding

reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

- Section 3.3 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.5 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided be MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such

dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Assignment Confirmation. MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Personnel within fourteen (14) days from the date of notification.

Section 3.10 Assignment Cancellation for Convenience. EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

Section 3.11 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage.

Section 3.12 Incident Reports. EDUCATIONAL INSTITUTION shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the EDUCATIONAL INSTITUTION and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- Weekly
- Bi-weekly
- Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

**Oxnard School District
1051 South A St.
Oxnars, CA 93030
ATTN: Accounts Payable**

- Section 5.2** **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3** **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4** **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5** **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

- Section 6.1** **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2** **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3** **Indemnification.** MAXIM agrees to indemnify and hold harmless EDUCATIONAL INSTITUTION, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of EDUCATIONAL INSTITUTION, its directors, officers, employees, contractors or agents under this Agreement.
- Section 6.4** **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- Section 6.5** **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the

address to which notices are sent by sending written notice of such change of address to the other party.

Oxnard School District
1051 South A St.
Oxnard, CA 93030
ATTN: Accounts Payable

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Staffing Solutions
500 Esplande Dr. #660
Oxnard, CA 93036
ATTN: **Matt Amerault**

- Section 6.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.7 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.
- Section 6.8 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- Section 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 Limitation on Liability. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.


Section 7.2 HIPAA/FERPA /HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.


Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

OXNARD SCHOOL DISTRICT:


Signature
Lisa A. Franz, Director, Purchasing
Printed Name & Title
5-6-19
Date

MAXIM HEALTHCARE SERVICES, INC., D/B/A
MAXIM STAFFING SOLUTIONS:


Signature
Brandon McGee Asst. Controller
Printed Name & Title
5/24/19
Date

ATTACHMENT A
Oxnard School District STAFFING RATES

Charges will be based on the following hourly rate schedule effective May 2nd, 2019:

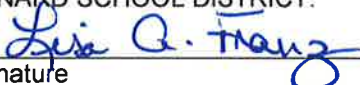
Service	Rate
ParaEducator	\$32.00
Specialty Para	\$35.00
LVN	\$45.00
RN	\$65.00
Credentialed RN	\$75.00- \$80.00
OT / PT	\$75.00- \$85.00
SLP	\$80.00- \$90.00
Psychologist	\$85.00- \$95.00
Special Ed Teacher	\$70.00

Annual Rate Increase. An annual rate increase of 1% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$.58 per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.


Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

OXNARD SCHOOL DISTRICT:


 Signature
 Lisa A. Franz, Director, Purchasing

 Printed Name & Title
 5-6-19

 Date

MAXIM ENTITY:


 Signature
 Brandon McGee Asst. Controller

 Printed Name & Title
 5/23/19

 Date



AMENDMENT

This Amendment (hereinafter "Amendment") to The Master Contract (hereinafter "Agreement") is entered into this 1st day of May, 2019, by and between **Oxnard School District**, referred to in this Amendment as "CLIENT," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, referred to in this Amendment as "MAXIM."

RECITALS

WHEREAS, CLIENT and MAXIM entered into the Agreement, with an effective date of May 2nd, 2019;

WHEREAS, CLIENT and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, CLIENT and MAXIM hereby agree as follows:

The following Discount Table shall be added to Attachment A of the Agreement:

Behavior Technicians	
Cases*	Hourly Rate**
0-9 cases	\$50.00/hr
10 to 14 cases	\$48.00/hr
15 or more cases	\$46.00/hr

*Cases in which CLIENT requests that MAXIM employee is engaged as a Behavior Technician and which MAXIM accepts.

All other terms and conditions will remain unchanged as stated in the Agreement. CLIENT and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Amendment as of the date set forth above.

OXNARD SCHOOL DISTRICT:

MAXIM HEALTHCARE SERVICES INC. D/B/A MAXIM STAFFING SOLUTIONS:

Lisa A. Franz
Signature

[Signature]
Signature

Lisa A. Franz, Director, Purchasing
Printed Name & Title

Brendan McGee Asst. Controller
Printed Name & Title

5-6-19
Date

5/24/19
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2019

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).


PRODUCER Altus Partners, Inc 919 Conestoga Road Building 3, Suite 311 Rosemont PA 19010	CONTACT NAME: Krista Dean PHONE (A/C, No, Ext): (610) 526-9130 FAX (A/C, No): (610) 526-2021 E-MAIL ADDRESS: kdean@altuspartners.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: ACE American Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 2623/623 22667

COVERAGES **CERTIFICATE NUMBER:** Healthcare Std + XS **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PH1807054	11/30/2018	11/30/2019	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> \$3,000,000 SIR		X				MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY			H25274799 (Owned Auto)	11/30/2018	11/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			H25274830			BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR			PH1807054	11/30/2018	11/30/2019	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		C65439037	11/30/2018	11/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	C65439074 (CA, MA)			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			C65438951 (WI)			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
				C65438999 (OH, WA)			E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PH1807054 (\$4M SIR)	11/30/2018	11/30/2019	\$4,000,000 per claim / Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate is issued as evidence of insurance per policy terms, conditions and exclusions. Certificate holder is an additional insured on the general liability insurance policy where required by written agreement prior to loss.

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 Krista Dean/KMD 

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Enrollment Report (Penanhoat)

District enrollment as of June 14, 2019 was 16,162. This is 387 less than the same time last year.

FISCAL IMPACT:

None.

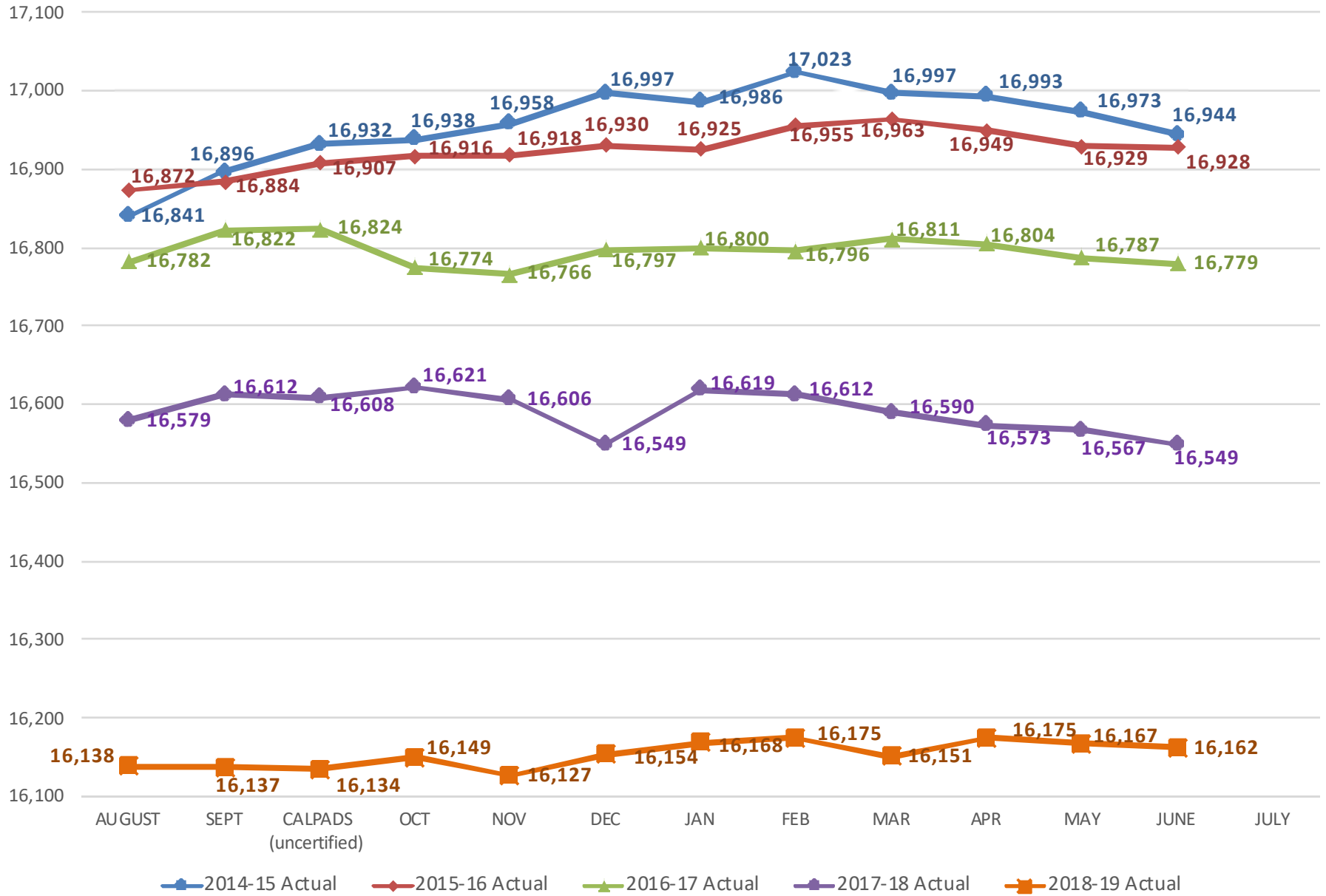
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph – Oxnard School District Enrollment History 2014-15 through 2018-19 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2014-15 through 2018-19 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Ratification of the District's Submission of the 2019-20 Consolidated Application for Funding (Penanhoat/Crandall Plasencia)

The California Department of Education (CDE) uses the Consolidated Application (ConApp) to distribute categorical funds from various federal programs to school districts throughout California. Annually, in June, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provides assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. Furthermore, data submission also occurs during January/February of each school year. The January/February submission of data is a monitoring mechanism for the State and District to ensure accuracy in that data.

The District agrees to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Federal Program Monitoring (FPM). The District accepts the legal assurances for all programs as the basic legal conditions for the operation of selected projects and programs and copies of assurances are on site.

The District submitted the Consolidated Application prior to the deadline of June 28, 2019. Due to the process and timeline of completing the Consolidated Application, it is necessary to submit the required information prior to having access to the completed report, hence the request for the ratification.

FISCAL IMPACT:

Submission of application makes the district eligible for federal categorical funds for the 2019-20 fiscal year.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees ratify the District's submission of the 2019-2020 Consolidated Application for Funding.

ADDITIONAL MATERIALS:

Attached: [2019-20 Certifications of Assurances \(8 pages\)](#)
[2019-20 Nonprofit Private School Consultation \(2 pages\)](#)
[2019-20 Other ESEA Nonprofit Private School Participation \(2 pages\)](#)
[2019-20 Title I, Part A Nonprofit Private School Participation \(1 page\)](#)

2019-20 Tite IV, Part A Nonprofit Private School Participation (1 page)

2019-20 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca19assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Janet Penanhoat
Authorized Representative's Signature	
Authorized Representative's Title	Asst. Superintendent, Business & Fiscal Services
Authorized Representative's Signature Date	06/24/2019

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2019-20 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Anabolena DeGenna
Authorized Representative's Title	Asst. Superintendent, Educational Services
Authorized Representative's Signature Date	06/24/2019
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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2019-20 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

To receive funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the 2017/18–2019/20 LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification the LEA is agreeing to submit the LCAP Federal Addendum that has been approved by the local governing board or governing body of the LEA to the California Department of Education (CDE), and acknowledging that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

<p>County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017/18–2019/20 LCAP</p> <p>Note: For districts, the date should be the day your county office of education (COE) approved your 2017/18–2019/20 LCAP. For COEs, it should be the date the CDE approved your 2017/18–2019/20 LCAP.</p>	<p>08/28/2017</p>
<p>Charter Schools Enter the adoption date of the charter school LCAP</p>	
<p>Authorized Representative's Full Name</p>	<p>Anabolena DeGenna</p>
<p>Authorized Representative's Title</p>	<p>Asst. Superintendent, Educational Services</p>

*****Warning*****

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2019-20 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/07/2019
---	------------

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Jessica Vargas
DELAC review date	05/30/2019
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes

*****Warning*****

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2019-20 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student Support) ESSA Sec. 1112(b) SACS 4127	Yes
---	-----

*****Warning*****

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2019-20 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2019-20 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831
 Kevin Webb, Language Policy and Leadership Office, kwebb@cde.ca.gov, 916-323-5838

Estimated Entitlement Calculation

Estimated English learner per student allocation	\$107.75
Estimated English learner student count	8,036
Estimated English learner entitlement amount	\$865,879

Note: \$10,000 minimum program eligibility criteria

If the LEA's estimated entitlement amount is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the CDE Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$144,787
Program and other authorized activities	\$145,766
English Proficiency and Academic Achievement	\$378,117
Parent, family, and community engagement	\$146,769
Direct administrative costs (Amount cannot exceed 2% of the estimated entitlement)	\$17,300
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$33,140
Total budget	\$865,879

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2019-20 Title III Immigrant Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2019-20 Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831
 Kevin Webb, Language Policy and Leadership Office, kwebb@cde.ca.gov, 916-323-5838

Estimated Entitlement Calculation

Estimated immigrant per student allocation	\$97.90
Estimated immigrant student count	333
Estimated immigrant entitlement amount	\$32,601

Note: Eligibility criteria

An LEA which has 21 or more eligible immigrant students and has experienced a significant increase of two percent or more in eligible immigrant students enrollment in the current year compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	\$30,715
Direct administrative costs (Amount should not exceed 2% of the estimated entitlement)	\$639
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$1,247
Total budget	\$32,601

*****Warning*****

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2019-20 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

John Miles, Financial Accountability and Info Srv Office, jmiles@cde.ca.gov, 916-445-7289

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2019-20 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies.

*****Warning*****

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2019-20 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy and Program Guidance Office, RDeRose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children
- Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

*****Warning*****

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2019-20 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
Assistance League	6997837	14	Y	Y	Y	Y1	N
New Harvest Christian School	7093677	110	Y	Y	Y	Y1	N
Our Lady of Guadalupe Parish School	6965768	192	Y	Y	Y	Y1	N
Santa Clara Elementary	6965859	237	Y	Y	Y	Y1	N
St. Anthony's Elementary	6984413	213	Y	Y	Y	Y1	N

Warning

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2019-20 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

CDE Program Contact:

Geeta Rezvani , Title II / Standards Implementation Support , grezvani@cde.ca.gov, 916-323-5595
Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Title II, Part A Improving Teacher and Principal Quality

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Title III Immigrant and English Learner Student Subgrant Program

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

School Name	School Code	Enrollment	Title II, Part A Participation	Title III Immigrant Participation	Title III English Learner Participation	School Added
Assistance League	6997837	14	N	N	N	N
New Harvest Christian School	7093677	110	Y	N	N	N

Warning

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2019-20 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

School Name	School Code	Enrollment	Title II, Part A Participation	Title III Immigrant Participation	Title III English Learner Participation	School Added
Our Lady of Guadalupe Parish School	6965768	192	Y	N	Y	N
Santa Clara Elementary	6965859	237	Y	N	Y	N
St. Anthony's Elementary	6984413	213	Y	N	Y	N

Warning

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2019-20 Title I, Part A Nonprofit Private School Participation

The local educational agency (LEA) shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy and Program Guidance Office, RDeRose@cde.ca.gov, 916-323-0472

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

School Name	School Code	Enrollment	Participating	Low Income Student Count	School Added
Assistance League	6997837	14	N		N
New Harvest Christian School	7093677	110	N		N
Our Lady of Guadalupe Parish School	6965768	192	Y	13	N
Santa Clara Elementary	6965859	237	Y	46	N
St. Anthony's Elementary	6984413	213	Y	82	N

Warning

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2019-20 Title IV, Part A Nonprofit Private School Participation

The local educational agency (LEA) must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel for the Title IV, Part A program.

CDE Program Contact:

Tom Herman, School Health Office, THerman@cde.ca.gov, 916-319-0914

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title IV, Part A Student Support Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

School Name	School Code	Enrollment	Title IV, Part A Participation	School Added
Assistance League	6997837	14	N	N
New Harvest Christian School	7093677	110	Y	N
Our Lady of Guadalupe Parish School	6965768	192	Y	N
Santa Clara Elementary	6965859	237	Y	N
St. Anthony's Elementary	6984413	213	Y	N

Warning

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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Interfund Transfer (Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board approve the following interfund transfer from General Fund, as listed:

Fund #710	Retiree Benefits	\$ 4,073,144.00 *
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The members of the Oxnard School District Employee Health & Welfare Benefits Trust approved this action at their meeting of June 5, 2019.

* This amount is estimated as of 6/4/19 and is subject to revision after the fiscal year-end closing.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board approve the interfund transfer from General Fund to Fund 710 (Retiree Benefits Fund) in the amount of \$ 4,073,144.00.

ADDITIONAL MATERIALS:

Attached: [Interfund Transfers Signature Page \(1 page\)](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Disclosure of Collective Bargaining Agreement with Management & Confidential and O SSA (Penanhoat)

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

In keeping with this requirement, the cost projections for the proposed agreements with Management & Confidential and O SSA are presented herewith for the Board’s information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreements would allow the district to meet its financial obligations and remain fiscally solvent.

FISCAL IMPACT:

Information only.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Management & Confidential and O SSA as presented.

ADDITIONAL MATERIALS:

Attached: [AB1200 Management-Confidential & O SSA \(5 pages\)](#)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Oxnard School District

Name of Bargaining Unit: Oxnard Support Services Association (OSSA)

The proposed agreement covers the period:
 Beginning: 1-Jul-18 Employee Type: Certificated: X
 Ending: 30-Jun-19 Classified: _____

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: 7-Aug-19

A. Proposed Change in Compensation:

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2018-19	Year 2 2019-20	Year 3 2020-21
1. Salary Schedule - Increase/(Decrease)	\$ 10,317,733	\$ 128,972 1.25%	\$ %	\$ %
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 25,920 0.25%	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,065,610	\$ 31,660 1.53%	\$ %	\$ %
5. Health/Welfare Benefits - Increase/(Decrease)	\$	\$ 0 #DIV/0!	\$ %	\$ 0 #DIV/0!
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 12,383,343	\$ 186,552 1.51%	\$ %	\$ %
7. Total Number (FTE) of Represented Employees	# 90	# 90	# 90	# 90
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 137,593	\$ 2,073 1.51%	\$ %	\$ %
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$	\$	#
-Maximum Daily Rate	\$	\$	\$	#
-Substitute Daily Rate	\$	\$	\$	\$
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: _____
 District and OSSA negotiated a 1.25% on-schedule salary increase, retro to July 1, 2018
 OSSA employees do not receive a district contribution to H&W in lieu they will receive \$288 1x Off Schedule

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Oxnard School District

Name of Bargaining Unit: Management & Confidential (Unrepresented)

The proposed agreement covers the period: Employee Type:
 Beginning: 1-Jul-18 Certificated: X
 Ending: 30-Jun-19 Classified: X

The proposed agreement will be acted upon by the Governing Board at its meeting on: 7-Aug-19

A. Proposed Change in Compensation:

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2018-19	Year 2 2019-20	Year 3 2020-21
1.	Salary Schedule - Increase/(Decrease)	\$ 10,289,342	\$ 128,617 1.25%	\$ %	\$ %
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,262,630	\$ 28,283 1.25%	\$ %	\$ %
5.	Health/Welfare Benefits - Increase/(Decrease)	\$	\$ 0 #DIV/0!	\$ 50,184 #DIV/0!	\$ 0 #DIV/0!
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 12,551,972	\$ 156,900 1.25%	\$ 50,184 0.40%	\$ %
7.	Total Number (FTE) of Represented Employees	# 82	# 82	# 82	# 82
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 153,073	\$ 1,913 1.25%	\$ 612 0.40%	\$ %
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$	\$ %	\$ %	# %
	-Maximum Daily Rate	\$	\$ %	\$ %	# %
	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$ 16,390	\$	\$ 16,768	\$
	- District Cost Annual H&W Benefit amount per FTE	\$ 11,368	\$	\$ 11,982	\$
	- Current Negotiated H&W Cap amount per FTE	\$ 11,368	\$	\$ 11,982	\$

Please include comments and explanations as necessary: _____
 Management & Confidential employees receive a 1.25% on-schedule salary increase, retro to July 1, 2018
 H&W cap increased by \$51/month to accommodate increased costs

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

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

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

None

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

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

F. Source of Funding for the Proposed Agreement:

1. Current Year:

LCFF funding/General Fund resources

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

LCFF funding/General Fund resources

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

N/A

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of June 19, 2019)	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	170,075,684			170,075,684
Remaining Revenues (8100-8799)	35,647,739			35,647,739
TOTAL REVENUES	205,723,423	0	0	205,723,423
EXPENDITURES				
1000 Certificated Salaries	86,163,581	227,779	776,956	87,168,316
2000 Classified Salaries	29,694,334	29,810		29,724,144
3000 Employees' Benefits	44,909,240	54,103	158,260	45,121,603
4000 Books and Supplies	16,948,535			16,948,535
5000 Services and Operating Expenses	30,534,197			30,534,197
6000 Capital Outlay	1,110,783			1,110,783
7100-7499 Other	4,472,718			4,472,718
TOTAL EXPENDITURES	213,833,388	311,692	935,216	215,080,296
OPERATING SURPLUS (DEFICIT)	(8,109,965)	(311,692)	(935,216)	(9,356,873)
OTHER SOURCES AND TRANSFERS IN				
OTHER USES AND TRANSFERS OUT	2,995,344			2,995,344
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(11,105,309)	(311,692)	(935,216)	(12,352,217)
BEGINNING BALANCE	28,434,828			28,434,828
CURRENT YEAR ENDING BALANCE	17,329,519	(311,692)	(935,216)	16,082,611
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	120,000			120,000
Restricted (9740)	1,822,192			1,822,192
Committed (9750 / 9760)				
Assigned (9780)	3,062,855			3,062,855
Reserve for Economic Uncertainties (9789)	6,504,862	9,351	28,056	6,542,269
Unappropriated Amounts (9790)	5,819,610	(321,043)	(963,272)	4,535,295

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6, please explain the variance below.

Please include comments and explanations as necessary: CNS Fund 130 and State Pre-School Fund 120 Costs are included above as both require a General Fund Contribution

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 218,075,640
b. State Standard Minimum Reserve Percentage for this District	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 6,542,269

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

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 6,542,269
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 4,535,295
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 129,976
e. Total District Budgeted Unrestricted Reserves	\$ 11,207,540

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

Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

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



 District Superintendent
 (Signature)

6/13/19

 Date



 District Chief Business Official
 (Signature)

6/13/19

 Date

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Disclosure of Collective Bargaining Agreement with CSEA (Penanhoat)

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

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

FISCAL IMPACT:

Information only.

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Disclosure of Collective Bargaining Agreement with CSEA \(4 pages\)](#)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Oxnard School District

Name of Bargaining Unit: CSEA

The proposed agreement covers the period:
 Beginning: 1-Jul-18
 Ending: 30-Jun-19

Employee Type:
 Certificated: _____
 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: 7-Aug-19

A. Proposed Change in Compensation:

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2018-19	Year 2 2019-20	Year 3 2020-21
1. Salary Schedule - Increase/(Decrease)	\$ 28,415,350	\$ 355,192 1.25%	\$ %	\$ %
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 7,751,393	\$ 96,892 1.25%	\$ %	\$ %
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 3,496,040	\$ %	\$ 192,307 5.50%	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 39,662,783	\$ 452,084 1.14%	\$ 192,307 0.48%	\$ %
7. Total Number (FTE) of Represented Employees	# 891	# 891	# 891	# 891
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 44,515	\$ 507 1.14%	\$ 216 0.48%	\$ %
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$	\$	\$
		%	%	%
-Maximum Daily Rate	\$	\$	\$	\$
		%	%	%
-Substitute Daily Rate	\$	\$	\$	\$
		%	%	%
9b. - Annual Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
<input type="checkbox"/> Actual <input type="checkbox"/> Capped		%	%	%

Please include comments and explanations as necessary:
 District and CSEA negotiated a 1.25% on-schedule salary increase, retro to July 1, 2018
 CSEA employees will in addition, receive the increased cost of the SISC H&W plan (\$51) for 2019/20 only
 Employees belonging to Fund 130 have been included due to the General Fund Contribution to Fund 130

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

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

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

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

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

F. Source of Funding for the Proposed Agreement:

1. Current Year:

LCFF funding/General Fund resources

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

LCFF funding/General Fund resources

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

N/A

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of June 19, 2019)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	170,075,684			170,075,684
Remaining Revenues (8100-8799)	35,647,739			35,647,739
TOTAL REVENUES	205,723,423	0	0	205,723,423
EXPENDITURES				
1000 Certificated Salaries	86,163,581		1,030,655	87,194,236
2000 Classified Salaries	29,694,334	355,192	29,810	30,079,336
3000 Employees' Benefits	44,909,240	96,892	218,203	45,224,335
4000 Books and Supplies	16,948,535			16,948,535
5000 Services and Operating Expenses	30,534,197			30,534,197
6000 Capital Outlay	1,110,783			1,110,783
7100-7499 Other	4,472,718			4,472,718
TOTAL EXPENDITURES	213,833,388	452,084	1,278,668	215,564,140
OPERATING SURPLUS (DEFICIT)	(8,109,965)	(452,084)	(1,278,668)	(9,840,717)
OTHER SOURCES AND TRANSFERS IN				
OTHER USES AND TRANSFERS OUT	2,995,344			2,995,344
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(11,105,309)	(452,084)	(1,278,668)	(12,836,061)
BEGINNING BALANCE	28,434,828			28,434,828
CURRENT YEAR ENDING BALANCE	17,329,519	(452,084)	(1,278,668)	15,598,767
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	120,000			120,000
Restricted (9740)	1,822,192			1,822,192
Committed (9750 / 9760)				0
Assigned (9780)	3,062,855			3,062,855
Reserve for Economic Uncertainties (9789)	6,504,862	13,563	38,360	6,556,785
Unappropriated Amounts (9790)	5,819,610	(465,647)	(1,317,028)	4,036,935

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary: Fund 130 Employees are included in totals above as the fund requires a General Fund contribution

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	218,559,484
b.	State Standard Minimum Reserve Percentage for this District		3%
c.	State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$	6,556,785

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

a.	General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	6,556,785
b.	General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$	4,036,935
c.	Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$	
d.	Special Reserve Fund (17) Budgeted Unappropriated Amount	\$	129,976
e.	Total District Budgeted Unrestricted Reserves	\$	10,723,696

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

Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

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



 District Superintendent
 (Signature)

6-27-19

 Date



 District Chief Business Official
 (Signature)

6/27/19

 Date

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #19-01 (Penanhoat/Franz)

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

1. A listing of Purchase orders issued 06/07/2019 through 7/24/2019 for the 2018- 2019 school year, for \$3,911,383.06.
2. A listing of Purchase orders issued 06/07/2019 through 7/24/2019 for the 2019- 2020 school year, for \$22,752,135.75.
3. There have been no Draft Payments issued from 06/07/2019 through 7/24/2019 for 2018-2019 or the 2019-2020 school year.

FISCAL IMPACT:

N/A

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 #19-01 as submitted.

ADDITIONAL MATERIALS:

Attached: [PO Report #19-01 \(21 pages\)](#)

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
NP19-00084	Gold Star Foods	CNS	stores	7,642.04
P19-04414	COMMEMORATIVE BRANDS INC CB AN NOUCMENTS CSF BALFOUR	FREMONT	Materials and Supplies/ Instructional	287.10
P19-04443	GMO GLOBALSIGN INC.	IT	SOFTWARE (SSL Certificate/Kranzler)	268.00
P19-05124	Walmart	MCAULIFFE	MATL/SUPL-Instructional	300.00
P19-05126	LEARNING A-Z	RAMONA	online subs-instructional Learning A-Z 1year subs	109.95
P19-05127	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	2,709.92
P19-05128	CDW G	ENGLISH LEARNE	Lincenses	151.21
P19-05129	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	matl/supp-instructional	2,395.28
P19-05130	Lakeshore Learning Materials	SAN MIGUEL	Materials & Supplies	2,232.42
P19-05131	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	matl/supp-instructional	1,817.24
P19-05132	Jostens, Inc	SORIA	Mats/Sup - Instructional	2,223.96
P19-05133	Staples Direct	MCAULIFFE	MAT/SUPL-Instructional	1,664.73
P19-05134	ALFONSO SALINAS SALINAS & SONS ROOTER SERVICE	FACILITIES	Prof Service / OSC	1,175.00
P19-05135	Walmart	MARSHALL	MATL/SUP - Instruction	2,000.00
P19-05136	School Tech Supply	SAN MIGUEL	Computer Equipment	12,074.32
P19-05137	Ashton Awards Inc Aswell Troph y	SORIA	Mats/Sup - Instructional	697.57
P19-05138	Petroleum Telcom Inc DBA Telec om	RISK MGMT	EOP RADIO REPLACEMENT BATTERIES	369.42
P19-05139	Sacramento Co Office Of Ed	ED SERVICES	CONF	375.00
P19-05140	Jostens, Inc	LEMONWOOD	MAT/SUPPLIES	21.69
P19-05141	M & J Kids Scientific, Inc dba Mad Science of Los Angeles	MCKINNA	serv'instructional	428.00
P19-05142	BARNES AND NOBLE BOOKSELLERS, INC.	ED SERVICES	MATL/SUP	3,599.71
P19-05143	Office Depot Bus Ser Div	SIERRA LINDA	MATL/SUPP (Serrano)	1,935.19
P19-05144	Jostens, Inc	LEMONWOOD	MAT/SUPPLIES	2,385.02
P19-05145	Westin Gaslamp Quarter	ED SERVICES	CONF	4,147.23
P19-05146	Oxnard Performing Arts Center	ED SERVICES	RENT/LEASE/REPAIR	2,413.00
P19-05147	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	837.17
P19-05148	Ventura Co Office Of Education	Special Ed	SERV (SESP)	167.26
P19-05149	Deere & Co.	FACILITIES	Equip	9,613.74
P19-05150	Ashton Awards Inc Aswell Troph y	CURREN	matl/sup - instructional	1,446.35
P19-05151	Liz Party Rental	KAMALA	SERV-INST	550.00
P19-05152	COUNTY OF VENTURA ELECTIONS DI VISION	SUPERINTENDEN	SERV - Nov 6, 2018 Gubernatorial General Election	518.77
P19-05153	Oxnard Chamber Of Commerce	SUPERINTENDEN	Reservation - State of the City Luncheon Invoice	150.00
P19-05154	Pave West Inc	PURCHASING	DEF MAINT/ASPHALT	139,590.00
P19-05155	Channel Islands Roofing Inc	PURCHASING	DEF MAINT/ROOF REPLC	524,476.00
P19-05156	Ventura Co Star	BUSINESS	SERV	239.15
P19-05157	Ricoh Usa, Inc	PURCHASING	SERV (APPXTENDER MAINT/SUPPORT)	4,266.90
P19-05158	Veritiv Operating Company	GRAPHICS	Materials and Supplies	1,293.92
P19-05159	Calif Dept Of Educ	FACILITIES	Fees / Harrington	525.00
P19-05160	Greenfield Learning Inc	MCAULIFFE	SERV-Instructional	8,000.00

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 21

362

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P19-05161	PRIDE LEARNING CO.	Special Ed	SVC/ #18-238	10,000.00
P19-05162	Ashton Awards Inc Aswell Troph y	DRIFFILL	MATL/SUPP-instructional	63.03
P19-05163	Veritiv Operating Company	GRAPHICS	Materials and Suplies	584.52
P19-05164	METRO OFFICE SYSTEMS INC	Special Ed	REPAIR	447.50
P19-05165	CONEJO VALLEY HISTORICAL SOC S TAGECOACH INN MUSEUM	LEMONWOOD	SERVICES (Instructional)	240.00
P19-05166	Office Depot Bus Ser Div	PURCHASING	STORES SUPPLIES	1,325.33
P19-05167	Tremco Incorporated	FACILITIES	Roofing materials and supplies - Fremont School	66,921.15
P19-05168	Infant Development Assoc Of	SAN MIGUEL	Travel & Conference	135.00
P19-05169	Lakeshore Learning Materials	SORIA	Matls/Sup - Instructional	1,204.49
P19-05170	COSTCO WHOLESALE CORPORATION	RAMONA	services- food items for Re-classification awards	49.82
P19-05171	Miguel Mijares M & M Sports	ED SERVICES	MATL/SUPL	905.10
P19-05172	Brainpop Com LLC	LEMONWOOD	Online Subscription - Instructional	3,345.00
P19-05173	MobyMax, LLC	LEMONWOOD	ONLINE LICENSE (Instructional)	2,744.50
P19-05174	LEARNING A-Z	LEMONWOOD	Raz-Kids Renewal	329.85
P19-05175	Starfall Education Foundation	LEMONWOOD	SOFTWARE APPS (Instructional)	270.00
P19-05176	Ashton Awards Inc Aswell Troph y	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVES	13.77
P19-05177	Univ Of Southern California Ca ruso Family Ctr	SAN MIGUEL	Travel & Conference	990.00
P19-05178	Petroleum Telcom Inc DBA Telec om	HARRINGTON	MATERIALS & SUPPLIES ADMIN	409.45
P19-05179	AG Designs 805	LEMONWOOD	Mat/Supl (Instructional)	665.76
P19-05180	Kelly Paper	GRAPHICS	MATERIALS/SUPPLIES	19.70
P19-05181	KELLY BREAUX HOOPITUP	MCKINNA	matl/suo-instructional	657.00
P19-05182	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	matl/supp-instructional	497.46
P19-05183	Ashton Awards Inc Aswell Troph y	PERSONNEL	MATLS	110.60
P19-05184	Petroleum Telcom Inc DBA Telec om	BREKKE	MAINT / LCFF	937.05
P19-05185	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	Special Ed	CONF	35.00
P19-05186	DOUBLETREE BY HILTON LOS ANGEL ES DOWNTOWN	ED SERVICES	CONF	288.09
P19-05187	Ashton Awards Inc Aswell Troph y	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	221.43
P19-05188	Ventura Co Office Of Education	Pupil Srvs	CONF	245.00
P19-05189	Ashton Awards Inc Aswell Troph y	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVES	1,217.38
P19-05190	Ashton Awards Inc Aswell Troph y	DRIFFILL	matl/supp-instructional	1,266.55
P19-05191	UNITED RECORDS MANAGEMENT	ASES	SERVICE	.00
P19-05192	Plaza14 North American Cinem	DRIFFILL	SERV-instructional	1,410.00
P19-05193	Ashton Awards Inc Aswell Troph y	HR	SERV	161.63
P19-05194	MIND RESEARCH INSTITUTE	RAMONA	online subs- renewal for ST Math	15,463.50
P19-05195	ADOBE SYSTEMS INC	SUPERINTENDEN	Adobe Spark (one year, prepaid)	99.99
P19-05196	JACINTO MENDETA MONICA'S FLOWE RS	SUPERINTENDEN	Parent Volunteers - Monica's Flowers	46.00
P19-05197	Art Trek	ED SERVICES	SERV (ASES)	20,000.00
P19-05198	TRUDY ARRIAGA	ED SERVICES	SERV	.00

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ESCAPE ONLINE

Page 2 of 21

363

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P19-05199	Mystery Science Inc	LEMONWOOD	SFTW/APPS (Instructional)	999.00
P19-05200	ESGI	LEMONWOOD	Software/Licenses (Instructional)	525.00
P19-05201	Read Naturally, Inc	LEMONWOOD	Online Sumscription (Instruction)	2,489.00
P19-05202	Westin Gaslamp Quarter	ENGLISH LEARNE	Conf/Travel	4,051.98
P19-05203	Ventura Co Office Of Education	Special Ed	SERV(HH/SUPERVISION)	3,261.54
P19-05204	ROBERT MANWARING	BUSINESS	SERV	3,300.00
P19-05205	Ventura Co Office Of Education	ED SERVICES	CONF	80.00
P19-05206	Lifetouch	LEMONWOOD	MATLS/SUPL	1,742.51
P19-05207	JACINTO MENDETA MONICA'S FLOWE RS	SORIA	Mats/Sup - Instructional	210.00
P19-05208	Greenfield Learning Inc	LEMONWOOD	LICENSE/SUBSCRIPTION	9,900.00
P19-05209	Jostens, Inc	LEMONWOOD	MTLS/SUPL	34.48
P19-05210	CALIF DEPT. OF GENERAL SVCS	HR	SERV	1,820.00
P19-05211	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Haydock	125.00
P19-05212	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Curren	450.00
P19-05213	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Chavez	225.00
P19-05214	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Chavez	225.00
P19-05215	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Lemonwood	225.00
P19-05216	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Kamala	225.00
P19-05217	Ashton Awards Inc Aswell Troph y	SUPERINTENDEN	Nameplate & nametag for K. Aguilera-Fort	38.79
P19-05219	TEACHER TEST PREP INC	HR	CONF	1,017.50
P19-05220	Ventura Co Office Of Education	Pupil Srvs	CONF	50.00
P19-05221	City Of Ventura	SIERRA LINDA	SVC	1,150.00
P19-05222	Petroleum Telcom Inc DBA Telec om	FREMONT	Materials and Supplies	37.72
P19-05223	Underwood Family Farms	MARSHALL	SERV - Instruction	400.00
P19-05224	SWINERTON BUILDERS	LEMONWOOD	BOND/BLDG (LEM ECDC PROJ)	2,976,375.45
P19-05225	Ventura Co Office Of Education	Special Ed	SVC	422.71
P19-05226	360 Degree Customer, Inc	Special Ed	SERV(SLP-R. Hansen)	19,040.00
P19-05227	ROBERT W. NORRIS VENTURA SIGNS &SCREEN PRINTING	MARSHALL	MATL/SUP - Instruction	513.97
P19-05228	Nigro & Nigro Pc	BUSINESS	SVC	50,000.00
P19-05229	Calif Dept Of Educ Cashier's O ffcie	FACILITIES	BLDG FEES	3,360.00
P19-05230	Dept Of Toxic Substances Ctr	FACILITIES	BOND/ LEM	219.66
P20-00011	ISSQUARED, Inc	IT	SOFTWARE	217,002.62
P20-00012	School Serv Of Calif Inc	BUSINESS	CONF	750.00
P20-00013	Document Tracking Services Llc	ASSESS ACCOUN	Prof Serv	37,663.00
P20-00014	Hyatt Regency Long Beach	Pupil Srvs	CONF	1,375.44
P20-00015	LRP Publications Inc	Special Ed	MATLS	234.50
P20-00016	FIRST	RITCHEN	SERV-Instructional	568.55
P20-00017	N2Y	Special Ed	SUBSCRIPTION (NEWS 2 YOU)	12,146.84
P20-00018	Frontline Technologies Grp LLC	HR	Serv-	27,015.82
P20-00019	ACSA/FEA	ED SERVICES	CONF	1,295.00
P20-00020	Calif Assn Of Latino Supt & Ad	ED SERVICES	CONF	1,725.00
P20-00021	CETPA ANNUAL CONFERENCE	IT	CONF/TRAVEL	800.00
P20-00022	Colbi Technologies Inc	BUSINESS	SERV	10,250.00
P20-00023	US Bank CM-9690	BUDGET	Services/Fees GO Bond	12,700.00
P20-00024	General Binding Corp.	LEMONWOOD	MAINT-instruction	778.66
P20-00025	General Binding Corp.	DRIFFILL	MAINT-Instruction	544.96

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ESCAPE ONLINE

Page 3 of 21

364

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-00026	Calif Assn Of Latino Supt & Ad	HR	Conf-	575.00
P20-00027	Simi Valley Unified School	Special Ed	TRAVL/CONF (K.Haidet)	40.00
P20-00028	Ventura Co Office Of Education	CNS	Excel advaced Registration Class	50.00
P20-00029	General Binding Corp.	ERC	MAINT	473.80
P20-00031	DATAFINCH TECHNOLOGIES	Special Ed	SOFT(BEHAVIOR)	8,097.30
P20-00032	AVID CENTER REGISTRATIONS	ASSESS ACCOUN	Prof Serv - AVID memberships - LCAP 1.39, 1.29	60,149.73
P20-00033	Manchester Grand Hyatt	HR	Conf-	432.66
P20-00034	PESTICIDE APPLICATORS PROFESSIONAL ASSOCIATION	FACILITIES	Conference	100.00
P20-00035	General Binding Corp.	MARSHALL	MAINT-Instruction	655.13
P20-00036	Calif Assn Of Latino Supt & Ad	IT	TRAVEL/CONF	675.00
P20-00037	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	ED SERVICES	SERV	97,100.00
P20-00038	Ventura Co Office Of Education	ASES	SERV (ASES - MATH PROGRAM)	21,800.00
P20-00039	Ventura Co Office Of Education	ASES	SERV (ASES - LANGUAGE ARTS PROGRAM)	16,800.00
P20-00040	William Venegas Hip Hop Mindse t	ASES	SERV	75,000.00
P20-00041	Avid Center	ASSESS ACCOUN	T1/SERV	5,300.00
P20-00042	VENTURA UNIFIED SCHOOL DIST	ED SERVICES	T1/SERV	4,726.63
P20-00043	California School Mgmt Group	PURCHASING	SERV	31,000.00
P20-00044	General Binding Corp.	CHAVEZ	MAINT-Instruction	408.55
P20-00045	Printech	CHAVEZ	MAINT-instruction	1,750.00
P20-00046	Printech	MCKINNA	MAINT-instruction	825.00
P20-00047	Printech	SAN MIGUEL	MAINT/ INSTRUCTION	750.00
P20-00048	UNITED RECORDS MANAGEMENT	DISTRICT OFFICE	SERV/ADMIN	1,000.00
P20-00049	CANON SOLUTIONS AMERICA INC	DISTRICT OFFICE	MAINT (DISTRICT WIDE COPIERS)	100,000.00
P20-00050	Southern Calif Edison Co	DISTRICT OFFICE	UTIL	1,500,000.00
P20-00051	Southern Calif Gas Co	DISTRICT OFFICE	UTIL/ NATURAL GAS	115,000.00
P20-00052	TIME WARNER CABLE	DISTRICT OFFICE	COMM	100,000.00
P20-00053	Ups	DISTRICT OFFICE	postage	100.00
P20-00054	Verizon Select Services	DISTRICT OFFICE	COMM	1,000.00
P20-00055	City Of Oxnard	DISTRICT OFFICE	UTIL	1,700.00
P20-00056	Calif State Board	DISTRICT OFFICE	FUEL	50.00
P20-00057	Calif State Dept Of Justice	DISTRICT OFFICE	SERVICE	70,000.00
P20-00058	City Of Oxnard	DISTRICT OFFICE	UTIL/WATER	700,000.00
P20-00059	Cmrs Tms	DISTRICT OFFICE	POSTAGE	100,000.00
P20-00060	Express Business Machines	PURCHASING	MAINT	650.00
P20-00061	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	ASES	SERV (ASES)	2,150,000.00
P20-00062	Fred Pryor Seminars	HR	Conf-	199.00
P20-00063	Miracle Recreation Equip Co	FACILITIES	Def Maint/ Prof Service / Brekke	22,255.23
P20-00064	Printech	CURREN	MAINT-Instruction	1,375.00
P20-00065	Printech	CURREN	MAINT-Instruction	1,020.00
P20-00066	Printech	MARINA	MAINT-instruction	2,025.00
P20-00067	Printech	ROSE	MAINT-instruction	2,250.00
P20-00068	Printech	RITCHEN	MAINT-instruction	1,900.00

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ESCAPE ONLINE

Page 4 of 21

365

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-00069	CCI Office Technologies	PURCHASING	SUPPLIES	2,000.00
P20-00070	Printech	HAYDOCK	MAINT-instruction	2,250.00
P20-00071	SHRED-IT USA LLC	DISTRICT OFFICE	SERV	2,500.00
P20-00072	Pave West Inc	FACILITIES	Def Maint / Prof Services / Brekke	4,908.66
P20-00073	City Of Oxnard	FACILITIES	City Fees / Elm	2,593.76
P20-00074	Federal Express Corp	DISTRICT OFFICE	POSTAGE	4,000.00
P20-00075	Frontier California Inc	DISTRICT OFFICE	COMM	320,000.00
P20-00076	Coastal Occupational Medical	DISTRICT OFFICE	SERV	20,000.00
P20-00077	Art Trek	ED SERVICES	SERV (ASP)	28,000.00
P20-00078	BIOMETRICS4ALL, INC	HR	Serv-	2,500.00
P20-00079	COSTCO WHOLESALE CORPORATION	HR	Supp-	500.00
P20-00080	WIDMORE MANAGEMENT LLC EL POLL O LOCO	HR	Supp-	500.00
P20-00081	MAGDA WEYDET FRESH & FABULOUS CAFE, LLC	HR	Supp-	500.00
P20-00082	Office Depot Bus Ser Div	HR	Supp-	5,000.00
P20-00083	PANERA BREAD COMPANY PANERA LL C	HR	Supp-	500.00
P20-00084	Subway	HR	Supp-	500.00
P20-00085	Tom Rey Garcia dba/ Tomas Cafe & Gallery	HR	Supp-	500.00
P20-00086	Office Depot Bus Ser Div	ENGLISH LEARNE	MTLS ELPAC-Unrestricted	8,000.00
P20-00087	Costco Wholesale	ENGLISH LEARNE	MTLS ELPAC-Unrestricted	200.00
P20-00088	Walmart	ENGLISH LEARNE	MATL/SUP -Unrestricted	300.00
P20-00089	Costco Wholesale	ENGLISH LEARNE	MATLS/SUP- Unrestricted	900.00
P20-00090	Vallarta	ENGLISH LEARNE	MATL/SUPL-Unrestricted	500.00
P20-00091	El Pollo Loco	ENGLISH LEARNE	MATL/SUP-Unrestricted	400.00
P20-00092	Marie Callender's	ENGLISH LEARNE	MATLS/SUPL	1,000.00
P20-00093	Cabo Seafood Grill And Cantina	ENGLISH LEARNE	MATL/SUP- Unrestricted	600.00
P20-00094	Office Depot Bus Ser Div	ENGLISH LEARNE	MATL/SUP LCAP 1.02/1.04	6,000.00
P20-00095	Office Depot Bus Ser Div	ENGLISH LEARNE	MATL/SUP LCAP 1.37	500.00
P20-00096	California Carbide	FACILITIES	Materials and Supplies	500.00
P20-00097	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	FACILITIES	Roofing Materials and Supplies	500.00
P20-00098	Cyber Copy Inc	FACILITIES	Prof Service	3,500.00
P20-00099	ALTA LIFT INC	IT	MAINT/AGREEMENT(aka:Quinn)	2,024.00
P20-00100	Kone Inc	FACILITIES	Prof Service	25,000.00
P20-00101	Oxnard Auto Electric Co	FACILITIES	Electrical Materials and Supplies	500.00
P20-00102	Package Products & Services In	FACILITIES	Prof Service	7,000.00
P20-00103	Budlong And Associates Inc	FACILITIES	Def Maint / San Miguel Fire Alarm	4,850.00
P20-00104	Walmart	ENGLISH LEARNE	MATL/SUP LCAP 1.37	500.00
P20-00105	Costco Wholesale	ENGLISH LEARNE	MATLS/SUP LCAP 1.37	250.00
P20-00106	PPG ARCHITECT COATINGS, LLC GL IDDEN PROFESSIONAL PAINT CTR	FACILITIES	Materials and Supplies	500.00
P20-00107	Office Depot Bus Ser Div	ENGLISH LEARNE	MATL/SUP LCAP 3.07	300.00
P20-00108	Walmart	ENGLISH LEARNE	MATL/SUP LCAP 3.07	2,000.00
P20-00109	CODESP	PERSONNEL	Membership	2,200.00
P20-00110	Neogov	PERSONNEL	Software/Online Subscriptions	15,588.19

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ESCAPE ONLINE

Page 5 of 21

366

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-00111	Costco Wholesale	ENGLISH LEARNE	MATLS/SUP LCAP 3.07	250.00
P20-00112	Vallarta	ENGLISH LEARNE	MATL/SUP LCAP 3.07	500.00
P20-00113	El Pollo Loco	ENGLISH LEARNE	MATL/SUP LCAP 3.07	2,000.00
P20-00114	MAGDA WEYDET FRESH & FABULOUS CAFE, LLC	PERSONNEL	mat/sup	600.00
P20-00115	EL POLLO NORTENO INC	PERSONNEL	mat/sup	600.00
P20-00116	Office Depot Bus Ser Div	PERSONNEL	mat/supplies	3,000.00
P20-00117	Cabo Seafood Grill And Cantina	ENGLISH LEARNE	MATL/SUP LCAP 3.07	2,000.00
P20-00118	Costco Wholesale	LEMONWOOD	MAT/SUPPLIES (Instructional)	1,550.00
P20-00119	Harris Water Conditioning	LEMONWOOD	RENT instruction	432.00
P20-00120	Office Depot Bus Ser Div	LEMONWOOD	MAT/SUPPLIES (Admin)	10,000.00
P20-00121	Premier Agendas Inc	LEMONWOOD	MAT/SUPPLIES (Instruction)	3,666.81
P20-00122	CN School & Office Sol, Inc Cui-ver-Newlin	LEMONWOOD	MAT/SUPPLIES (ADMIN STORAGE)	1,716.26
P20-00123	SMART AND FINAL-C.I. BLVD	HR	Supp-	500.00
P20-00124	Smart And Final Iris Co	ENGLISH LEARNE	MTLS ELPAC Unrestricted	500.00
P20-00125	ETS Technical Assistance Attn: Data Coor	ENGLISH LEARNE	SERV ELPAC-Unrestricted	4,500.00
P20-00126	SHRED-IT USA LLC	ENGLISH LEARNE	Service ELPAC-Unrestricted	850.00
P20-00127	Smart And Final Iris Co	ENGLISH LEARNE	MATL/SUP-Unrestricted	3,000.00
P20-00128	Aswell Trophy And Engraving	FACILITIES	Materials and Supplies	500.00
P20-00129	Smart And Final Iris Co	ENGLISH LEARNE	MATLS/SUP LCAP 1.37	300.00
P20-00130	C R Laurence Co Inc	FACILITIES	Window Materials and Supplies	500.00
P20-00131	Gold Coast Steel & Supply Inc	FACILITIES	Materials and Supplies	500.00
P20-00132	Smart And Final Iris Co	ENGLISH LEARNE	MATLS/SUP LCAP 3.07	500.00
P20-00133	SHRED-IT USA LLC	MCKINNA	Serv-Instruction	500.00
P20-00134	Centinela Valley UHSD Personnel Commission	PERSONNEL	Membership	100.00
P20-00135	Smart And Final Iris Co-N. Ox. Blvd	PERSONNEL	mat/sup	1,000.00
P20-00136	Smart And Final Iris Co	ENGLISH LEARNE	MATLS/SUP DLAC-Unrestricted	250.00
P20-00137	Smart And Final Iris Co	LEMONWOOD	MAT/SUPPLIES	100.00
P20-00138	Teachers Pay Teachers	LEMONWOOD	MAT/SUPPLIES (Instructional)	200.00
P20-00139	GOBULK.COM	LEMONWOOD	MAT.SUPPLIES (Instructional)	463.28
P20-00140	MAHON, GLENDA C. dba/ ACTION P REPAREDNESS TRAINING	HR	SERV	9,000.00
P20-00141	Doubletree Hotel Ontario	ASSESS ACCOUNT	Conf - Assessment	719.82
P20-00142	ANAHEIM MARRIOTT	IT	CONF/TRAVEL	3,228.12
P20-00143	All Phase Electric Supply	FACILITIES	Electrical Materials and Supplies	15,000.00
P20-00144	Allcable Inc	FACILITIES	Electrical Materials and Supplies	6,000.00
P20-00145	AMERICAN FLAGPOLE & FLAG CO.	FACILITIES	Materials and Supplies	3,000.00
P20-00146	AMERIGAS PROPANE, LP	FACILITIES	HVAC materials and supplies	2,000.00
P20-00147	Appliance Parts of Oxnard, LLC	FACILITIES	HVAC materials and supplies	9,000.00
P20-00148	Astra Industrial Services In	FACILITIES	Plumbing Materials and Supplies	5,000.00
P20-00149	Batteries Plus	FACILITIES	Electrical Materials and Supplies	6,000.00
P20-00150	CAMFIL USA INC	FACILITIES	HVAC materials and supplies	10,000.00
P20-00151	Chemsearch	FACILITIES	Plumbing Materials and Supplies	1,500.00
P20-00152	Desoto Sales Inc	FACILITIES	Flooring materials and supplies	1,500.00
P20-00153	Drapery Affair The Floor Store	FACILITIES	Flooring materials and supplies	6,000.00

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ESCAPE ONLINE

Page 6 of 21

367

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-00154	Airgas USA Inc	FACILITIES	HVAC Materials and Supplies	1,000.00
P20-00155	Dunn Edwards	FACILITIES	Painting Supplies	6,500.00
P20-00156	Electronic Expeditors, Inc	FACILITIES	Electrical supplies	1,000.00
P20-00157	Ferguson Enterprises Inc	FACILITIES	Plumbing materials and supplies	32,000.00
P20-00158	FG Wilcox Inc	FACILITIES	HVAC materials and supplies	2,000.00
P20-00159	Florence Filter Corporation	FACILITIES	HVAC materials and supplies	15,000.00
P20-00160	GCS Service Inc	FACILITIES	HVAC materials and supplies	3,000.00
P20-00161	Gold Coast Steel & Supply Inc	FACILITIES	Materials and supplies	1,500.00
P20-00162	H And R Roofing	FACILITIES	Roofing materials and supplies	1,000.00
P20-00163	Hagle Lumber	FACILITIES	Structural materials and supplies	3,000.00
P20-00164	Hardnox Llc	FACILITIES	Materials and Supplies	2,000.00
P20-00165	Intelliccept	FACILITIES	Materials and Supplies	1,000.00
P20-00166	Johnstone Supply	FACILITIES	HVAC materials and supplies	30,000.00
P20-00167	JuengermannInc dba Spring Industries	FACILITIES	Materials and supplies	1,000.00
P20-00168	Keenan Supply	FACILITIES	Plumbing Supplies	1,500.00
P20-00169	Lennox Industries Inc	FACILITIES	HVAC Materials and Supplies	7,000.00
P20-00170	Lowe's	FACILITIES	Materials and Supplies	10,000.00
P20-00171	Mayan Hardwood Inc	FACILITIES	Flooring materials and Supplies	3,000.00
P20-00172	Motion Industries Inc	FACILITIES	HVAC Materials and Supplies	1,000.00
P20-00173	Office Depot Bus Ser Div	FACILITIES	Materials and supplies	8,000.00
P20-00174	Oxnard Pipe & Supply Co	FACILITIES	Plumbing materials and supplies	3,000.00
P20-00175	Parts Town, LLC	FACILITIES	Materials and supplies	3,000.00
P20-00176	Paul Moore dba/ Moore Fabricat ion	FACILITIES	Materials and supplies	5,000.00
P20-00177	Plastic Window Products	FACILITIES	Materials and Supplies	1,500.00
P20-00178	Praxair Distribution Inc	FACILITIES	HVAC Materials and Supplies	4,000.00
P20-00179	Refrigeration Hardware Suppl	FACILITIES	HVAC materials and supplies	3,500.00
P20-00180	Ron's Signs	FACILITIES	Materials and Supplies	6,000.00
P20-00181	SCOTT MACHINE DEV CORP	FACILITIES	Materials and Supplies	1,000.00
P20-00182	Scotty Chitwood Company	FACILITIES	Materials and Supplies	1,000.00
P20-00183	SIGNET CONTROLS, INC	FACILITIES	Materials and Supplies	8,000.00
P20-00184	Superior Sanitary Supplies	FACILITIES	Plumbing materials and supplies	3,000.00
P20-00185	Tremco Incorporated	FACILITIES	Roofing Materials and Supplies	1,000.00
P20-00186	TRIMARK ERF, INC BIGTRAY	FACILITIES	Materials and Supplies	1,000.00
P20-00187	United Refrigeration Inc	FACILITIES	HVAC materials and supplies	30,000.00
P20-00188	US Air Conditioning Dist	FACILITIES	HVAC Materials and Supplies	10,000.00
P20-00189	VER SALES, INC	FACILITIES	Materials and supplies	2,000.00
P20-00190	Western Drain Supply	FACILITIES	Plumbing Materials and Supplies	1,000.00
P20-00191	Zee Service Co	FACILITIES	Plumbing Materials and Supplies	2,000.00
P20-00192	Bird Barrier America Inc	FACILITIES	Materials and Supplies	2,000.00
P20-00193	Conejo Concrete Pumping Serv	FACILITIES	Materials and Supplies	5,000.00
P20-00194	Dunn Edwards	FACILITIES	Materials and Supplies	1,000.00
P20-00195	Palm Flex Inc	FACILITIES	Materials and Supplies	1,000.00
P20-00196	SiteOne Landscape Supply, LLC	FACILITIES	Materials and Supplies	5,000.00
P20-00197	State Ready Mix Inc	FACILITIES	Materials and Supplies	1,000.00
P20-00198	Univar	FACILITIES	Materials and Supplies	5,000.00
P20-00199	WESTERN MATERIALS, INC	FACILITIES	Materials and Supplies	2,000.00
P20-00200	Grainger Inc	FACILITIES	Materials and Supplies	2,000.00
P20-00201	Hillyard Inc	FACILITIES	Materials and Supplies	2,000.00

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ESCAPE ONLINE

Page 7 of 21

368

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-00202	Home Depot Inc	FACILITIES	Materials and Supplies	2,000.00
P20-00203	Shiffler Equipment	FACILITIES	Custodial materials and supplies	3,000.00
P20-00204	Sinclair Sanitary Supply Inc	FACILITIES	Materials and Supplies	5,000.00
P20-00205	Veritiv Operating Company	FACILITIES	Materials and Supplies	2,000.00
P20-00206	KAREN SCHNEE	Special Ed	SERV	7,200.00
P20-00207	SUSAN HOLLAR dba/HOLLAR SPEECH & LANGUAGE THERAPY	Special Ed	SERV	10,000.00
P20-00208	DOVE PSYCHOLOGICAL & BEHAVIORAL SERVICES, PC	Special Ed	SERV	20,000.00
P20-00209	AUTISM LEARNING PARTNERS LLC	Special Ed	SERV	236,700.00
P20-00210	KEY2ED, INC.	Special Ed	SERV	45,750.00
P20-00211	California School Boards Assoc	SUPERINTENDEN	Manual Maintenanc/Gamut Online Inv48085-S5G1K3	8,990.00
P20-00212	HAYNES FAMILY OF PROGRAMS dba/ HAYNES EDUCATION CENTER	Special Ed	SERV	140,000.00
P20-00213	CYNTHIA Z. HANSEN	Special Ed	SERV	20,000.00
P20-00214	BEHAVIOR INSIGHTS INC	Special Ed	SERV	100,000.00
P20-00215	Saratoga Clinic	Special Ed	SERV	6,000.00
P20-00216	ALTERNATIVE BEHAVIOR STRATEGIE S, LLC	Special Ed	SERV	60,000.00
P20-00217	ANN SIMUN DBA/ NEUROPSYCHOLOGY PARTNERS	Special Ed	SERV	15,000.00
P20-00218	MEGAN ACLAN ACLAN BEHAVIORAL SERVICES	Special Ed	SERV	10,000.00
P20-00219	JENNY L PONZURIC /dba/JLJ CONSULTING	Special Ed	SERV	111,500.00
P20-00220	TAWANDA LISA PULLEN	Special Ed	SERV	22,500.00
P20-00221	FRANCES E. ARNER-COSTELLO EXCEPTIONAL EDUC CONS INC	Special Ed	SERV	65,000.00
P20-00222	ADV MEDICAL PERSONNEL SVCS INC	Special Ed	SERV	300,000.00
P20-00223	John Tracy Clinic	Special Ed	SERV	5,000.00
P20-00224	RAAWEE INC. RAAWEE K12 SOLUTIONS	Pupil Svcs	SERV	83,000.00
P20-00225	CN School & Office Sol, Inc Cu Iver-Newlin	MCKINNA	BOND/EQUIP (NEW CLASSRM FURNITURE - VS)	244,774.57
P20-00226	California School Boards Assoc	SUPERINTENDEN	CSBA/ELA Membership Inv46074-D9Y7Y0	19,130.00
P20-00227	CN School & Office Sol, Inc Cu Iver-Newlin	MCKINNA	BOND/MATL-SUP (MCK AIRFLEX CHAIRS/DOLLIES)	10,716.34
P20-00228	SANTA BARBARA ZOO	ASES	SERV	7,200.00
P20-00229	Marriott City Center	ASSESS ACCOUNT	Conf - Assessment	2,579.28
P20-00230	A-1 TRUCK & EQUIPMENT INC	FACILITIES	Vehicle repair	500.00
P20-00231	Airport Towing	FACILITIES	Prof Service	500.00
P20-00232	ALTA LIFT INC	FACILITIES	Prof Service	5,000.00
P20-00233	AMERICAN AUTOMATIC DOORS, INC	FACILITIES	Repairs	1,000.00
P20-00234	American Time And Signal	FACILITIES	Audio Visual materials and supplies	5,000.00
P20-00235	ANIXTER INC	FACILITIES	Locksmith Materials and Supplies	12,000.00

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ESCAPE ONLINE

Page 8 of 21

369

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-00236	B And R Tool and Supply Co	FACILITIES	Plumbing supplies	500.00
P20-00237	Buffums Safe and Lock	FACILITIES	Locksmith Materials and Supplies	1,000.00
P20-00238	California Custom Shells	FACILITIES	Prof Service	1,000.00
P20-00239	Chapins Equip Rentals	FACILITIES	Rental	1,000.00
P20-00240	Closet Factory dba Hardy & Son s	FACILITIES	Misc. Materials and Supplies	500.00
P20-00241	Coastal Pipco	FACILITIES	Plumbing Materials and Supplies	3,000.00
P20-00242	County First Fire Protection	FACILITIES	Prof Service	11,000.00
P20-00243	Daniels Tire Service	FACILITIES	Prof Service	5,000.00
P20-00244	Del Norte Recycling Center	FACILITIES	Prof Service	3,000.00
P20-00245	Dial Security	FACILITIES	Alarm repairs	16,000.00
P20-00246	Durbiano Fire Equipment Co	FACILITIES	Prof Service	11,000.00
P20-00247	Electric Motor Service	FACILITIES	Repair of Maintenance Equipment	4,000.00
P20-00248	Ertel Cabinets & Millwork	FACILITIES	Misc Materials and Supplies	2,000.00
P20-00249	GMH INC dba/WEST COAST AIR CON DITIONING	FACILITIES	Repairs	500.00
P20-00250	Grainger Inc	FACILITIES	Misc Materials and Supplies	25,000.00
P20-00251	Home Depot Inc	FACILITIES	Misc Materials and Supplies	45,000.00
P20-00252	J A Sexauer Mfg Co	FACILITIES	Plumbing Materials and Supplies	13,000.00
P20-00253	JW Enterprises	FACILITIES	Prof Service	2,000.00
P20-00254	Kimball Midwest	FACILITIES	Misc Materials and Supplies	11,000.00
P20-00255	Marinelock	FACILITIES	Locksmith Materials and Supplies	500.00
P20-00256	McMaster Carr Supply Co	FACILITIES	Locksmith Materials and Supplies	30,000.00
P20-00257	Montgomery Hardware Company	FACILITIES	Locksmith Materials and Supplies	15,000.00
P20-00258	Pep Boys	FACILITIES	Misc Materials and Supplies	3,000.00
P20-00259	Pete's Road Service, Inc	FACILITIES	Prof Services	500.00
P20-00260	Pyro Comm Systems Inc	FACILITIES	Audio visual materials and supplies	3,000.00
P20-00261	Spartan Tools	FACILITIES	Plumbing Materials and Supplies	3,000.00
P20-00262	Sports Facilities Group, Inc	FACILITIES	Repairs	2,000.00
P20-00263	Standard Plumbing Supply DBA H arbor Plumbing	FACILITIES	Plumbing Materials and Supplies	15,000.00
P20-00264	TRENCH PLATE RENTAL COMPANY	FACILITIES	Rental / Lease	500.00
P20-00265	Ventura Co Overhead Door Co	FACILITIES	Prof Service	2,000.00
P20-00266	Vista Ford Of Oxnard	FACILITIES	Repairs	15,000.00
P20-00267	Vista Ford Of Oxnard	FACILITIES	Misc Materials and Supplies	1,000.00
P20-00268	Agromin	FACILITIES	Landscape Supplies	4,000.00
P20-00269	AgRx	FACILITIES	Misc. Garden Supplies	5,000.00
P20-00270	Ahern Rentals	FACILITIES	Rentals	10,000.00
P20-00271	Artesia Sawdust Products, Inc	FACILITIES	Misc. Garden Supplies	15,000.00
P20-00272	Astra Industrial Services In	FACILITIES	Misc. Garden Supplies	4,000.00
P20-00273	Boething Treeland Farms Inc	FACILITIES	Landscape supplies	4,000.00
P20-00274	Cal Coast Machinery Inc	FACILITIES	Misc Materials and Supplies	3,000.00
P20-00275	Chapins Equip Rentals	FACILITIES	Rentals	2,000.00
P20-00276	Coastal Pipco	FACILITIES	Misc. Materials and Supplies	6,000.00
P20-00277	Commercial Landscape Supply	FACILITIES	Misc. Materials and Supplies	3,000.00
P20-00278	Daniels Tire Service	FACILITIES	Repairs	4,000.00
P20-00279	Del Norte Recycling Center	FACILITIES	Prof Service	4,000.00
P20-00280	Diamond A Equipment	FACILITIES	Misc Materials and Supplies	8,000.00
P20-00281	Ewing Irrigation Products Inc	FACILITIES	Misc. Materials and Supplies	2,500.00

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ESCAPE ONLINE

Page 9 of 21

370

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-00282	FAMCON PIPE & SUPPLY INC	FACILITIES	Misc Grounds Supplies	500.00
P20-00283	Fence Factory	FACILITIES	Rentals	15,000.00
P20-00284	Grainger Inc	FACILITIES	Misc. Materials and Supplies	8,000.00
P20-00285	HARBOR FREIGHT TOOLS	FACILITIES	Misc. Materials and Supplies	1,000.00
P20-00286	Home Depot Inc	FACILITIES	Misc. Materials and Supplies	11,000.00
P20-00287	Hose-Man Inc	FACILITIES	Misc Materials Supplies	500.00
P20-00288	El Pollo Loco	ENGLISH LEARNE	MATL/SUP LCAP 1.37	500.00
P20-00289	Hydropoint	FACILITIES	Prof Service / Irrigation Fees	10,000.00
P20-00290	Lowe's	FACILITIES	Misc Gardening supplies	2,000.00
P20-00291	McCarty And Sons Towing	FACILITIES	Prof Service	3,000.00
P20-00292	MCT Trailers	FACILITIES	Repairs	2,000.00
P20-00293	Oxnard Auto Electric Co	FACILITIES	Misc. Materials and Supplies	500.00
P20-00294	Pacific Sod	FACILITIES	Landscape Materials and Supplies	500.00
P20-00295	Pep Boys	FACILITIES	Misc. Materials and Supplies	2,000.00
P20-00296	Port Hueneme Marine Sup Co I	FACILITIES	Misc. Materials and Supplies	1,500.00
P20-00297	Praxair Distribution Inc	FACILITIES	Misc. Materials and Supplies	500.00
P20-00298	Prime Building Materials	FACILITIES	Misc. Materials and Supplies	14,000.00
P20-00299	Smith Pipe And Supply Co	FACILITIES	Misc. Materials and Supplies	16,000.00
P20-00300	SPECTRATURF	FACILITIES	Misc. Materials and Supplies	5,000.00
P20-00301	Turf Star	FACILITIES	Equipt. Parts	5,000.00
P20-00302	Ventura Pest Control	FACILITIES	Prof Service	11,000.00
P20-00303	Vista Ford Of Oxnard	FACILITIES	Repairs	6,000.00
P20-00304	White Cap Industries Inc	FACILITIES	Misc. Supplies	2,500.00
P20-00305	Big Brand Tire Co	FACILITIES	Prof Services	3,000.00
P20-00306	Costco Wholesale	ENGLISH LEARNE	MATLS/SUP DLAC-Unrestricted	250.00
P20-00307	Cabo Seafood Grill And Cantina	ENGLISH LEARNE	MATL/SUP DLAC-Unrestricted	800.00
P20-00308	Silvas Oil Company Inc	DISTRICT OFFICE	FUEL	89,000.00
P20-00309	Frontier California Inc	DISTRICT OFFICE	COMM/BEST PROG	550.00
P20-00310	Postage One	DISTRICT OFFICE	POSTAGE	4,788.00
P20-00311	Southern Calif Gas Co	TRANSPORTATIO	FUEL	150.00
P20-00312	Arrowhead Drinking Water	WAREHOUSE	MATLS	200.00
P20-00313	Mail Finance	PURCHASING	LEASE AGREEMENT (POSTAGE)	21,002.28
P20-00314	Mail Finance	GRAPHICS	LEASE AGREEMENT (ENVELOPE FOLDER/INSERTER)	9,000.00
P20-00315	Southwest Airlines	ASES	CONF	310.96
P20-00316	CANON FINANCIAL SERVICES INC	GRAPHICS	LEASE (GRAPHICS CANON VARIOPRINT DP 130)	15,384.00
P20-00317	De Lage Landen Operational Ser	GRAPHICS	LEASE	19,500.60
P20-00318	Costco Wholesale	PURCHASING	MEMB	120.00
P20-00319	Office Depot Bus Ser Div	MCKINNA	Matl/sup-instructional	3,000.00
P20-00320	COSTCO WHOLESALE CORPORATION	MCKINNA	matl/sup-instructional	1,000.00
P20-00321	UBP- SAN LUIS OBISPO, INC ULTR EX BUSINESS PRODUCTS	GRAPHICS	maint	15,000.00
P20-00322	Tom Rey Garcia dba/ Tomas Cafe & Gallery	ASSESS ACCOUN'	Matl/Sup	250.00
P20-00323	MAGDA WEYDET FRESH & FABULOUS CAFE, LLC	ASSESS ACCOUN'	Matl/sup	250.00
P20-00324	COSTCO WHOLESALE CORPORATION	ASSESS ACCOUN'	matl/sup	500.00

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ESCAPE ONLINE

Page 10 of 21

371

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-00325	Office Depot Bus Ser Div	ASSESS ACCOUN	matl/sup	600.00
P20-00326	Ricoh Usa, Inc	PURCHASING	EQUIP-MAINT (SCANNERS-HR/UPDATE KOFAX SOFTWARE)	5,689.79
P20-00327	Office Depot Bus Ser Div	SAN MIGUEL	Materials & Supplies	10,000.00
P20-00328	Arrowhead Drinking Water	ENGLISH LEARNE	MTLS/SUP- Unrestricted	660.00
P20-00329	Office Depot Bus Ser Div	BREKKE	Mat/ Supl Instructional	500.00
P20-00330	Office Depot Bus Ser Div	BREKKE	MATL/ SUP - Admin	150.00
P20-00331	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,000.00
P20-00332	Ventura Co Office Of Education	ASSESS ACCOUN	PROF SERV	58,728.75
P20-00333	Walmart	ED SERVICES	Mat/Sup	1,000.00
P20-00334	Lowe's	ED SERVICES	Mat/Sup	1,000.00
P20-00335	Office Depot Bus Ser Div	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	8,000.00
P20-00336	Witherspoon Ent Inc DBA Port A Stor	FACILITIES	Rental / Lease	20,000.00
P20-00337	Witherspoon Ent Inc DBA Port A Stor	CNS	rental (ELM/LEM)	2,100.00
P20-00338	Witherspoon Ent Inc DBA Port A Stor	MARINA	RENTAL/LEASES	1,860.00
P20-00339	Witherspoon Ent Inc DBA Port A Stor	FREMONT	RENT/LEASE	840.00
P20-00340	Witherspoon Ent Inc DBA Port A Stor	MCAULIFFE	Rent-Instructional	840.00
P20-00341	Witherspoon Ent Inc DBA Port A Stor	RAMONA	RENT	840.00
P20-00342	Inn Off Capitol Park	ASES	CONF	303.60
P20-00343	Granicus, Inc	IT	SERV/SOFTWARE (Opie TV)	15,041.25
P20-00344	CDW G	ASSESS ACCOUN	SFTWR - instructional	302.42
P20-00345	Global Equipment Co Inc	IT	MATL/SUP Instructional (LCAP 1:40))	559.77
P20-00346	General Binding Corp.	MCAULIFFE	MAINT-instruction	543.98
P20-00347	Bucknail Power Tool Service	FACILITIES	Plumbing repairs	500.00
P20-00348	California Quality Plastics	FACILITIES	Misc Materials and Supplies	500.00
P20-00349	eReplacementParts.com, LLC	FACILITIES	Misc. Materials and Supplies	1,000.00
P20-00350	Foundation Building Matls, LLC	FACILITIES	Misc materials and supplies	10,000.00
P20-00351	Harbor Freight Tools	FACILITIES	Misc Materials and Supplies	1,000.00
P20-00352	Joe F Alvarez Tri County Rhino	FACILITIES	Prof Service	1,000.00
P20-00353	Kason Western Industries	FACILITIES	Locksmith materials and supplies	2,000.00
P20-00354	Mostafa Gharebaghi 5 Points Sm og	FACILITIES	Prof Service	700.00
P20-00355	Pacificom Coast Sound And	FACILITIES	Audio visual materials and supplies	5,000.00
P20-00356	Pride Barco Lock Company	FACILITIES	Locksmith Materials and Supplies	1,000.00
P20-00357	School Tech Supply	FACILITIES	Computer Equipt	234.88
P20-00358	Shiffler Equipment	FACILITIES	Misc Materials and Supplies	3,500.00
P20-00359	Tech-Wall Of Ventura Inc	FACILITIES	Repairs	500.00
P20-00360	Victor Manuel Tenorio 101 Glas s & Mirror	FACILITIES	Misc. Materials and Supplies	3,000.00
P20-00361	BAVCO	FACILITIES	Equipt. Parts	4,000.00
P20-00362	Eckharts Trailer Hitch & Weldi	FACILITIES	Repairs	2,000.00
P20-00363	Green Thumb International	FACILITIES	Landscape supplies	7,000.00
P20-00364	John A Lagomarsino IV Lagomarsino Transport	FACILITIES	Prof Service	3,000.00

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ESCAPE ONLINE

Page 11 of 21

372

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-00365	Mariposa Landscapes, Inc	FACILITIES	Prof. Services	40,000.00
P20-00366	R A ATMORE AND SONS, INC	FACILITIES	Prof Service	7,000.00
P20-00367	Safety-Kleen Systems Inc	FACILITIES	Prof Service	7,000.00
P20-00368	Total Clean	FACILITIES	Prof Service	2,000.00
P20-00369	West Coast Tree Service	FACILITIES	Prof. Services	5,000.00
P20-00370	Batteries Plus	FACILITIES	Materials and Supplies	3,000.00
P20-00371	Extreme Clean	FACILITIES	Materials and Supplies	1,000.00
P20-00372	Hillyard Inc	FACILITIES	Repairs	2,000.00
P20-00373	Superior Sanitary Supplies	FACILITIES	Custodial Repairs	25,000.00
P20-00374	Superior Sanitary Supplies	FACILITIES	Custodial Materials and Supplies	25,000.00
P20-00375	Printech	BREKKE	MAINT-instruction	1,250.00
P20-00376	Printech	DRIFFILL	MAINT-Instruction	1,625.00
P20-00377	Printech	ELM	MAINT-instruction	850.00
P20-00378	Printech	FREMONT	MAINT-instruction	3,075.00
P20-00379	Printech	HARRINGTON	MAINT-instruction	1,100.00
P20-00380	Printech	KAMALA	MAINT-instruction	2,325.00
P20-00381	Printech	LEMONWOOD	MAINT-instruction	2,025.00
P20-00382	Printech	MCAULIFFE	MAINT-instruction	1,150.00
P20-00383	Printech	RAMONA	MAINT-instruction	1,150.00
P20-00384	Printech	SORIA	MAINT-Instruction	2,450.00
P20-00386	CANON SOLUTIONS AMERICA INC	GRAPHICS	MAINT(GRAPHICS CANON VARIOPRINT DP 130)	10,000.00
P20-00387	Printech	RITCHEN	Mat/Sup-Instructional	800.00
P20-00388	Oriental Trading Co Inc	ASSESS ACCOUN	Mat/sup - New Teacher LCAP 1.28	189.07
P20-00389	School Tech Supply	IT	SERV (Instructional) LCAP 1:40	9,000.00
P20-00390	SMART AND FINAL-C.I. BLVD	ASSESS ACCOUN	Mat/sup	1,000.00
P20-00391	Printech	BREKKE	MATL/ SUP- Instruction	1,700.00
P20-00392	Laser Toner & Computer Supply	BREKKE	MATL/SUPL-Admin	1,000.00
P20-00393	Laser Toner & Computer Supply	BREKKE	Mat/Sup-Instructional	1,000.00
P20-00394	Meredith Digital, Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	6,500.00
P20-00395	SMART AND FINAL-C.I. BLVD	ED SERVICES	Mat/Sup	1,000.00
P20-00396	Printech	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,000.00
P20-00397	Lakeshore Learning Materials	ED SERVICES	Mat/Sup	2,000.00
P20-00398	SHRED-IT USA LLC	HAYDOCK	SERVICE/INSTRUCTION	500.00
P20-00399	ACSA/FEA	ED SERVICES	CONF	183.00
P20-00400	Apple Computer Inc	IT	COMP SUP (Instructional) LCAP 1:40	7,531.73
P20-00401	Oriental Trading Co Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	110.65
P20-00402	Lakeshore Learning Materials	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	268.29
P20-00403	Cam Painting Inc	FACILITIES	DEF MAINT/PAINTING	107,500.00
P20-00404	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	6,982.70
P20-00405	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	1,353.56
P20-00406	School Nurse Supply Co	WAREHOUSE	Stores Supplies	1,978.29
P20-00407	Southwest Plastic Binding Co S	WAREHOUSE	Stores Supplies	1,927.65
P20-00408	Southwest Binding & Laminating	WAREHOUSE	Stores Supplies	5,185.15
P20-00409	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	993.98
P20-00410	Identification & Security Inte	WAREHOUSE	Stores Supplies	6,698.90
P20-00411	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	13,188.38

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ESCAPE ONLINE

Page 12 of 21

373

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-00412	Batteries Plus- Camarillo	WAREHOUSE	Stores Supplies	891.39
P20-00413	Uline	WAREHOUSE	Stores Supplies	553.40
P20-00414	John Pence Building Specs Inc	FACILITIES	Repairs	2,000.00
P20-00415	Sprint	FACILITIES	Prof Services	9,000.00
P20-00416	The Glass Wizard	FACILITIES	Window Repairs	2,000.00
P20-00417	Vortex Industries, Inc	FACILITIES	Repair	1,000.00
P20-00418	Petroleum Telcom Inc DBA Telecom	FREMONT	Materials and Supplies	234.90
P20-00419	Printech	MCKINNA	Materials & Supplies-Instructional	930.96
P20-00420	SMART AND FINAL-C.I. BLVD	CNS	supplies	3,500.00
P20-00421	Printech	MARSHALL	MAINT-Instruction	4,228.01
P20-00422	Smart And Final Iris Co	ASES	MAT/SUPL	2,000.00
P20-00423	Blick Art Materials	ASES	MTRL/SUPL	8,000.00
P20-00424	Petroleum Telcom Inc DBA Telecom	ASES	MTRL/SUPL	9,000.00
P20-00425	POSTCARDGURU PRINT & PROMO	ASES	SERV	15,000.00
P20-00426	Aswell Trophy And Engraving	ASES	MTL/SUPL	1,000.00
P20-00427	Amazon Com	Special Ed	MATLS (Letty)	74.35
P20-00429	Gold Coast Glass Inc	FACILITIES	Window repair	9,000.00
P20-00430	Juan Gonzan DBA Classic Upholstery	FACILITIES	Repair	2,000.00
P20-00431	PPG ARCHITECT COATINGS, LLC GL IDDEN PROFESSIONAL PAINT CTR	FACILITIES	Painting Materials and Supplies	5,000.00
P20-00432	Pyro Comm Systems Inc	FACILITIES	Repairs	5,000.00
P20-00433	Jacobsen West Textron Inc	FACILITIES	Equip Parts	4,000.00
P20-00434	Amazon Com	LEMONWOOD	BOOKS (Instructional)	673.71
P20-00435	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	171.62
P20-00436	Walmart	ENGLISH LEARNE	MATL/SUP DLAC-Unrestricted	1,000.00
P20-00437	El Pollo Loco	ENGLISH LEARNE	MATL/SUP-DLAC Unrest	1,000.00
P20-00438	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	CNS	supplies	500.00
P20-00439	Solarcity Billing Dept	DISTRICT OFFICE	UTIL	150,000.00
P20-00440	GREAT WESTERN INSTALLATIONS IN C	FACILITIES	Def Maint / Site Improv / Marina West	82,241.00
P20-00441	CENTRAL COAST PLAYGROUNDS INC	FACILITIES	Def Maint / Prof Service / Brekke	20,800.00
P20-00442	Ventura Co Office Of Education	ASES	CONF	50.00
P20-00443	California School Boards Assoc	SUPERINTENDEN	CSBAAEC DEC 2019	3,850.00
P20-00444	Witherspoon Ent Inc DBA Port A Stor	HR	Rental	1,020.00
P20-00445	Office Depot Bus Ser Div	ASES	MAT/SUPL	35,000.00
P20-00446	Staples Direct	ASES	MATL/SUPL	250.00
P20-00447	Home Depot Inc	ASES	MATLS/SUP	1,000.00
P20-00448	Lowe's	ASES	MTRL/SUPL	500.00
P20-00449	Walmart	ASES	MATL/SUP	2,000.00
P20-00450	ACSA/FEA	SUPERINTENDEN	ACSA Conference	1,113.00
P20-00451	Allcable Inc	IT	MAR/F&E	700.00
P20-00452	SMART AND FINAL-C.I. BLVD	WAREHOUSE	Stores Supplies	714.30

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ESCAPE ONLINE

Page 13 of 21

374

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-00453	Ventura Co Sch Self-Funding	BUDGET	SERV/Insurance Premium	1,349,572.00
P20-00454	Banc Of America Leasing	BUDGET	DEBT SVC	402,453.78
P20-00455	US Bank - Corporate Trust	BUDGET	DEBT SVC	160,000.00
P20-00456	Mutual Of Omaha Insurance Comp	BUDGET	Insurance Premium	52,710.84
P20-00457	Banc Of America Leasing	BUDGET	DEBT SVC	471,853.63
P20-00458	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	894.33
P20-00459	BSN Sports	WAREHOUSE	Stores Supplies	1,219.60
P20-00460	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	515.91
P20-00461	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	269.11
P20-00462	LABSOURCE, INC	WAREHOUSE	Stores Supplies	1,279.53
P20-00463	School Health Corporation	WAREHOUSE	Stores Supplies	3,018.08
P20-00464	Veritiv Operating Company	WAREHOUSE	Stores Supplies	281.87
P20-00465	MJP Technologies, Inc	MARSHALL	BOND/MATL-SUP (F&E - MAR RUCKUS CEILING MOUNT)	506.43
P20-00466	The Berry Man Inc	CNS	supplies-summer	1,350.00
P20-00467	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	CNS	supplies-summer	1,350.00
P20-00468	SiteOne Landscape Supply, LLC	FACILITIES	Irrigation Materials and Supplies	27,559.73
P20-00469	Office Depot Bus Ser Div	ED SERVICES	Mat/Sup	5,000.00
P20-00470	Office Depot Bus Ser Div	ED SERVICES	Mat/Sup	1,000.00
P20-00471	JOHN S. BASCOM INC PRECISION P LUMBING-MECHANICAL	FACILITIES	Def Maint / Prof Service / Haydock Sewer	15,640.00
P20-00472	Office Depot Bus Ser Div	CHAVEZ	MATERIALS AND SUPPLIES-OFFICE	840.42
P20-00473	Mission Linen Supply	CNS	operations-summer	1,777.88
P20-00474	TABBARA CORPORATION	RISK MGMT	2019 Ahera Inspections	3,300.00
P20-00475	Amazon Com	ASES	MTRL/SUPL	784.01
P20-00476	Home Depot Inc	RISK MGMT	ERGO MATERIALS & SUPPLIES	375.62
P20-00477	CALIF LATINO SCHOOL BOARDS ASS N	SUPERINTENDEN	CLSBA Conf. for Karling Aguilera - Registration	389.72
P20-00478	CALIF LATINO SCHOOL BOARDS ASS N	SUPERINTENDEN	CLSBA Conf. for D.Cordes- Registration	389.72
P20-00479	CALIF LATINO SCHOOL BOARDS ASS N	SUPERINTENDEN	CLSBA Conf. for V. Robles-Solis- Registration	389.72
P20-00480	CALIF LATINO SCHOOL BOARDS ASS N	SUPERINTENDEN	CLSBA Conf. for D. O'Leary- Registration	389.72
P20-00481	CALIF LATINO SCHOOL BOARDS ASS N	SUPERINTENDEN	CLSBA Conf. for D. J. Vega- Registration	389.72
P20-00482	School Tech Supply	MARSHALL	BOND/EQUIP (F&E - MAR LAPTOPS)	18,539.89
P20-00483	ESGI	CHAVEZ	LICENSES-INSTRUCTIONAL	700.00
P20-00484	Driftwood Dairy Inc	CNS	supplies-summer	1,250.00
P20-00485	Petroleum Telcom Inc DBA Telec om	HAYDOCK	REPAIRS/INSTRUCTION	1,500.00
P20-00486	Premier Agendas Inc	KAMALA	Materials & Supplies-Inst	3,134.78
P20-00487	ZONAR SYSTEM, INC	TRANSPORTATIO	UPGRADE EQUIPMENT	25,520.26
P20-00488	AG Designs 805	LEMONWOOD	MAT/SUPPLIES (Instructional)	1,776.16
P20-00489	WIEBER CORPORATION FACTORY EXP RESS	GRAPHICS	Materials and Supplies	467.31
P20-00490	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	11,995.55
P20-00491	Printech	SIERRA LINDA	MAINT-instruction	875.00
P20-00492	Orange Co Dept Of Education	Pupil Srvs	CONF	750.00

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ESCAPE ONLINE

Page 14 of 21

375

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-00493	CDW G	HR	supp	25.24
P20-00494	SurveyMonkey, Inc	TRANSPORTATIO	Telecom Services	384.00
P20-00495	A Z Bus Sales Inc	TRANSPORTATIO	SUPPLIES	40,000.00
P20-00496	Black Gold Industries	TRANSPORTATIO	SERVICES	2,000.00
P20-00497	Snap On Tools	TRANSPORTATIO	SUPPLIES	500.00
P20-00498	Easy Way Safety Services, Inc	TRANSPORTATIO	SUPPLIES	1,000.00
P20-00499	Harbor Freight Tools	TRANSPORTATIO	SUPPLIES	500.00
P20-00500	SMART AND FINAL-C.I. BLVD	RISK MGMT	MATERIALS & SUPPLIES FOR TRAININGS	500.00
P20-00501	Power Machinery Center	WAREHOUSE	MAINT & REPAIRS	1,000.00
P20-00502	Office Depot Bus Ser Div	SIERRA LINDA	MATL/SUPP (Admin.)	1,000.00
P20-00503	City Of Oxnard	BUSINESS	SITE (Doris/Patterson)	4,525.50
P20-00504	Battery Systems Inc	TRANSPORTATIO	SUPPLIES	1,000.00
P20-00505	Office Depot Bus Ser Div	PURCHASING	MATLS	1,000.00
P20-00506	Cal Coast Machinery Inc	TRANSPORTATIO	SUPPLIES	100.00
P20-00507	Daniels Tire Service	TRANSPORTATIO	REPAIRS	1,500.00
P20-00508	Grainger Inc	TRANSPORTATIO	SUPPLIES	1,000.00
P20-00509	H&H Auto Parts Wholesale	TRANSPORTATIO	SUPPLIES	8,000.00
P20-00510	Office Depot Bus Ser Div	RISK MGMT	OFFICE MATERIALS & SUPPLIES	3,000.00
P20-00511	Ventura Co Star	BUSINESS	LEGAL AD/ DORIS-PATTERSON	413.09
P20-00512	COSTCO WHOLESALE CORPORATION	RISK MGMT	MATERIALS & SUPPLIES FOR SAFETY TRAININGS	500.00
P20-00513	Lowe's	WAREHOUSE	Supplies	1,000.00
P20-00514	McCarty And Sons Towing	WAREHOUSE	Service	500.00
P20-00515	ROSANNA INC AVENUE OF THE ARTS HOTEL	IT	Travel/Conf	178.43
P20-00516	ROSANNA INC AVENUE OF THE ARTS HOTEL	IT	Travel/Conf	421.26
P20-00517	ROSANNA INC AVENUE OF THE ARTS HOTEL	IT	Travel/Conf	421.26
P20-00518	HYATT REGENCY SAN FRANCISCO	ED SERVICES	CONF	1,115.51
P20-00519	United Airlines, Inc	ED SERVICES	CONF	185.60
P20-00520	Doubletree Hotel Sacramento	HR	Conf-	171.05
P20-00521	HILTON SAN DIEGO/DEL MAR	SUPERINTENDEN	Lodging for CLSBA for 5 participants	3,634.25
P20-00522	HI-LINE INC	TRANSPORTATIO	SUPPLIES	300.00
P20-00523	The Hose-Man Inc	TRANSPORTATIO	SUPPLIES	500.00
P20-00525	Office Depot Bus Ser Div	RITCHEN	MATL/SUP-INSTRUCTIONAL	800.00
P20-00526	Paradise Chevrolet	FACILITIES	Repairs	1,000.00
P20-00527	J Harris Ind Water Treamt, Inc	TRANSPORTATIO	RENTAL.	1,000.00
P20-00528	Puretec Industrial Water LAWSON PRODUCTS INC	TRANSPORTATIO	SUPPLIES	1,000.00
P20-00529	McCarty And Sons Towing	TRANSPORTATIO	SERVICES	2,000.00
P20-00530	O'REILLY AUTOMOTIVE STORES	TRANSPORTATIO	SUPPLIES	2,500.00
P20-00531	Silvas Oil Company Inc	TRANSPORTATIO	FUEL	5,000.00
P20-00532	Soap Man	TRANSPORTATIO	SUPPLIES	1,000.00
P20-00533	Voyager Fleet Systems Inc	TRANSPORTATIO	FUEL	40,000.00
P20-00534	CASBO	RISK MGMT	2019-2020 CASBO Membership	3,000.00
P20-00535	Los Angeles Truck Centers dba Velocity Vehicle Group	TRANSPORTATIO	REPAIRS	2,500.00

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ESCAPE ONLINE

Page 15 of 21

376

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-00536	Parkhouse Tire, Inc	TRANSPORTATIO	REPAIRS	6,000.00
P20-00537	Sprint	TRANSPORTATIO	SERVICES	15,000.00
P20-00538	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	5,000.00
P20-00539	Lakeshore Learning Materials	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	86.18
P20-00540	Oriental Trading Co Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	47.49
P20-00541	Smart And Final Iris Co	FREMONT	Materials and Supplies - parents	500.00
P20-00542	School Life, div of ImageStuff	MCAULIFFE	MAT/SUPL-Instructional	113.14
P20-00543	CPO Science	FREMONT	MAT/SUP-INSTRUCTIONAL	63.93
P20-00544	Varidesk, LLC	HR	COMP SUPP	475.18
P20-00545	Veritiv Operating Company	WAREHOUSE	Stores Supplies	602.02
P20-00546	Staples Direct	ENGLISH LEARNE	MATL/SUP- TITLE III	500.00
P20-00547	Office Depot Bus Ser Div	ENGLISH LEARNE	MATL/SUP-TITLE III	850.00
P20-00548	Ventura Co Office Of Education	LEMONWOOD	CONF/TRAVEL	750.00
P20-00550	Bernardo's Flowers Inc	ED SERVICES	MATL	500.00
P20-00551	Sandwich Man Catering Service	ED SERVICES	MATL/SUP	500.00
P20-00552	COSTCO WHOLESALE CORPORATION	HAYDOCK	MATL/SUPPLY-PARENT PARTICIPATION	1,500.00
P20-00553	Office Depot Bus Ser Div	ENGLISH LEARNE	MTL/SUP LCAP 1.39	5,000.00
P20-00554	Office Depot Bus Ser Div	FREMONT	Materials and Supplies Instructional	5,000.00
P20-00555	Office Depot Bus Ser Div	CURREN	mat/sup - instructional	4,000.00
P20-00556	Office Depot Bus Ser Div	IT	MATL/SUP (IT DEPT)	4,000.00
P20-00557	Arrowhead Drinking Water	ED SERVICES	MATL/SUP	1,500.00
P20-00558	Costco Wholesale	ED SERVICES	MATLS/SUPL	1,500.00
P20-00559	Petesehria, LLC PizzaMan Dan's	ED SERVICES	MATL/SUP	2,000.00
P20-00560	Fresh & Fabulous Cafe-Bakery	ED SERVICES	MATL/SUP	4,000.00
P20-00561	Sandwich Man Catering Service	ED SERVICES	MATL/SUP	2,000.00
P20-00562	Tom Rey Garcia dba/ Tomas Cafe & Gallery	ED SERVICES	MATL/SUP	1,000.00
P20-00563	Marie Callender's	ED SERVICES	MATL/SUP	4,000.00
P20-00564	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	15,000.00
P20-00565	PANERA BREAD COMPANY PANERA LL C	ED SERVICES	MATL/SUP	1,500.00
P20-00566	Costco Wholesale	ED SERVICES	Matl/Supp	1,000.00
P20-00567	El Pollo Loco	ED SERVICES	CONF	1,000.00
P20-00568	Premier Agendas Inc	FREMONT	Materials and Supplies Instructional	3,271.29
P20-00569	FOLLETT SCHOOL SOLUTIONS, INC	IT	COMP EQUIP	28,206.27
P20-00570	Scholastic Inc	RITCHEN	MATL/SUP-Instructional	1,422.42
P20-00571	School Datebooks	HAYDOCK	MATL/SUPPLY-INSTRUCTION	3,392.34
P20-00572	SMART AND FINAL-C.I. BLVD	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,000.00
P20-00573	SMART AND FINAL-C.I. BLVD	CURREN	mat/sup - instructional	1,200.00
P20-00574	SMART AND FINAL-C.I. BLVD	CURREN	mat/sup - instructional	2,000.00
P20-00575	Coast To Coast Computer Prod	FREMONT	Supplies and Materials Instructional	5,000.00
P20-00576	Smart And Final Iris Co	ED SERVICES	Materials/Supplies	8,000.00
P20-00577	Dominick's Italian Restaurant	ED SERVICES	MATL/SUP	2,000.00
P20-00578	Bernardo's Flowes Inc	ED SERVICES	MATL/SUP	1,000.00
P20-00579	Smart And Final Iris Co	ED SERVICES	Materials/Supplies	1,000.00

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ESCAPE ONLINE

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

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P20-00580	DICK BLICK COMPANY BLICK ART MATERIALS	WAREHOUSE	Stores Supplies	732.70
P20-00581	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	3,416.43
P20-00582	Grainger Inc	WAREHOUSE	Stores Supplies	114.43
P20-00583	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	7,432.53
P20-00584	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	6,054.58
P20-00585	Doubletree Hotel Sacramento	HR	Conf-	1,539.48
P20-00586	CCAC Conference Registration	HR	Conf-	1,048.47
P20-00587	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	9,796.69
P20-00588	Heinemann	RITCHEN	CONF-Instructional	635.00
P20-00589	KHANNA ENTERPRISE DELTA HOTELS MARRIOTT ANAHEIM GARDEN GROV	RITCHEN	CONF/TRAVEL-INSTRUCTIONAL	325.82
P20-00590	Scholastic Inc	MCAULIFFE	MATL/SUPL-Instructional	632.69
P20-00591	TOM HENSON HENSON MUSIC CENTER	HAYDOCK	MATL/SUPPLY-INSTRUCTION	500.00
P20-00592	TOM HENSON HENSON MUSIC CENTER	HAYDOCK	REPAIRS/INSTRUCTION	1,000.00
P20-00593	SMART AND FINAL-C.I. BLVD	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,500.00
P20-00594	Scholastic Inc	MCAULIFFE	MATL/SUPL-Instructional	303.60
P20-00595	Ashton Awards Inc Aswell Troph y	LEMONWOOD	MAT/SUPPLIES (Instructional)	1,448.16
P20-00596	SMART AND FINAL-C.I. BLVD	LEMONWOOD	MAT/SUPPLIES (Instructional)	500.00
P20-00597	ROBERT W. NORRIS VENTURA SIGNS &SCREEN PRINTING	MCAULIFFE	MATL/SUPL-Instructional	409.45
P20-00598	School Specialty Inc	Special Ed	MATL/SUP (E.Levine)	270.99
P20-00599	Carrie A Kouri eSpecial Needs, LLC	Special Ed	MATL/SUP (E.Levine)	290.39
P20-00600	Calif Assn Of Latino Supt & Ad	ED SERVICES	MEMB	650.00
P20-00601	Quill Corp	PURCHASING	MATLS/ SUPL	64.63
P20-00602	COSTCO WHOLESALE CORPORATION	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,500.00
P20-00603	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,000.00
P20-00604	Staples Direct	ENGLISH LEARNE	MATL/SUP LCAP 1.02/1.04	500.00
P20-00605	Amazon Com	FREMONT	Materials and Supplies	199.33
P20-00606	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	866.98
P20-00607	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	910.98
P20-00608	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	353.22
P20-00609	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	1,364.04
P20-00610	Amazon Com	ASSESS ACCOUN	Books - Instructional	233.92
P20-00611	Office Depot Bus Ser Div	NFL	Mat/Sup	1,206.79
P20-00612	TODD S. MANNING. MANNING TECH, DBA SHREDN'IT	IT	MATL/SUP (Instructional)	2,100.00
P20-00613	IXL LEARNING, INC	SIERRA LINDA	SOFTWARE/LIC-APPL	6,308.00
P20-00614	ACSA/FEA	ASES	CONF	299.50
P20-00615	Veritiv Operating Company	GRAPHICS	Materials and Supplies	3,742.16
P20-00616	Best Buy	IT	MATL/COMP SUP	500.00
P20-00617	Calif Assn Of Latino Supt & Ad	IT	MEMBERSHIP	160.00
P20-00618	Kelly Paper	GRAPHICS	Materials and Supplies	1,881.32
P20-00619	AMERICAN REGISTRY FOR INTERNET NUMBERS	IT	SERV (Registry /Tom)	150.00

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 17 of 21

378

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-00620	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	2,000.00
P20-00621	Federal Express Corp	IT	POSTAGE	150.00
P20-00622	Block And Company Inc	IT	MATL/SUP (LCAP 1:40)	610.71
P20-00623	Amazon Com	ED SERVICES	MAT/SUPL-Books	1,616.25
P20-00624	CN School & Office Sol, Inc Cu Iver-Newlin	MCKINNA	BOND/MATL-SUP (MCK STUDENT DESKS)	181,066.76
P20-00626	FOLLETT SCHOOL SOLUTIONS, INC	ASSESS ACCOUN	Software	50,387.77
P20-00627	ACSA/FEA	HR	Conf-	1,131.38
P20-00628	Amazon Com	HR	Supp-	12.93
P20-00629	CN School & Office Sol, Inc Cu Iver-Newlin	MCKINNA	BOND/EQUIP (MCK CAFETERIA TABLES)	39,430.88
P20-00630	Simi Valley Unified School	Special Ed	TRAVL/CONF (N. Villapudua)	40.00
P20-00631	CN School & Office Sol, Inc Cu Iver-Newlin	MCKINNA	BOND/EQUIP (MCKI - STAGE)	42,401.97
P20-00632	CN School & Office Sol, Inc Cu Iver-Newlin	MCKINNA	BOND/EQUIP-MATL (MCK - LIBRARY)	120,001.32
P20-00633	IMAGE APPAREL FOR BUSINESS	FACILITIES	SERV (19-20 FACILITIES UNIFORMS)	3,098.00
P20-00634	IMAGE APPAREL FOR BUSINESS	WAREHOUSE	SERV (19-20 WAREHOUSE UNIFORMS)	641.86
P20-00635	IMAGE APPAREL FOR BUSINESS	TRANSPORTATIO	SERV (19-20 TRANSPORTATION UNIFORMS)	903.44
P20-00636	Ellevation, LLC	ENGLISH LEARNE	SERV-LCAP 1.3	72,180.00
P20-00637	Superior Sanitary Supplies	FACILITIES	Custodial Equipment	1,608.06
P20-00638	Electric Motor Service	FACILITIES	Prof Service	5,000.00
P20-00639	ENOKI EVENTS, LLC BOOST COLLAB ORATIVE	ASES	CONF	465.00
P20-00640	Keenan Supply	FACILITIES	Equipment	8,736.76
P20-00641	Office Depot Bus Ser Div	BUDGET	Supplies	3,000.00
P20-00642	Hyatt Regency San Francisco	ASES	CONF	743.68
P20-00643	Renaissance Palm Springs Hotel	ASES	CONF	585.62
P20-00644	Hilton Long Beach	HR	Conf-	1,125.15
P20-00645	WYNDHAM SAN DIEGO BAYSIDE	BUSINESS	CONF	224.37
P20-00646	ORANGE COUNTY LABOR EMPLOYMENT RELATIONS ASSOC. OCLERA	HR	Conf-	295.00
P20-00647	SISC FINANCE	BUSINESS	Health Insurance	7,510,000.00
P20-00648	FRONTIER COMMUNICATIONS CORP.	IT	SERV/ERATE (ISP SERVICES)	23,051.40
P20-00649	San Joaquin County Of Ed	HR	Recruit-	2,397.60
P20-00650	Ashton Awards Inc Aswell Troph y	PERSONNEL	matl/sup	43.10
P20-00651	Lakeshore Learning Materials	SAN MIGUEL	MAT/SUP - INSTRUCTION	465.31
P20-00652	Lakeshore Learning Materials	NFL	MAT/SUP - INSTRUCTION	189.56
P20-00653	Placer County Office of Ed	Pupil Srvs	CONF LCAP 2.3	350.00
P20-00654	Oriental Trading Co Inc	ASSESS ACCOUN	Matl/sup - New Teacher LCAP 1.28	40.19
P20-00655	Granicus, Inc	IT	SERV (Opie TV)	600.00
P20-00656	Solarwinds, Inc	IT	SERV (HDesk Licenses)	4,100.00
P20-00657	Allcable Inc	IT	MATL/SUP (IT DEPT)	500.00
P20-00658	Spicers Paper Inc	GRAPHICS	Materials and Supplies	1,264.72
P20-00659	Global Equipment Co Inc	IT	MATL/SUP Instructional (LCAP 1:40))	547.42
P20-00660	CCI Office Technologies	GRAPHICS	Materials and Supplies	1,188.48

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ESCAPE ONLINE

Page 18 of 21

379

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Number	Vendor Name	Loc	Description	Order Amount	
P20-00661	Lakeshore Learning Materials	SIERRA LINDA	MAT/SUP - INSTR	1,373.47	
P20-00662	Hyatt Regency Sacramento	Pupil Srvs	CONF LCAP 2.3	435.60	
P20-00663	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	350.90	
P20-00664	Home Depot Inc	IT	MATL/SUP (IT Dept)	500.00	
P20-00665	Department Of Social Services	NFL	SERV	1,825.29	
P20-00666	Ventura Co Office Of Education	NFL	CONF	100.00	
P20-00667	Amazon Com	IT	Matl/Sup	185.14	
P20-00668	Uline	WAREHOUSE	Stores Supplies	553.40	
P20-00669	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,204.75	
P20-00670	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	3,123.40	
P20-00671	Extreme Clean	WAREHOUSE	Stores Supplies	4,759.86	
P20-00672	School Health Corporation	WAREHOUSE	Stores Supplies	830.97	
P20-00673	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,383.94	
P20-00674	Veritiv Operating Company	WAREHOUSE	Stores Supplies	6,023.44	
P20-00675	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,829.90	
P20-00676	Southwest Airlines	Pupil Srvs	CONF LCAP 2.3	169.69	
P20-00677	Amazon Com	Pupil Srvs	MATL/SUP	11.04	
P20-00678	School Tech Supply	HR	Comp-	944.40	
P20-00680	School Nutrition Association	CNS	membership	132.00	
P20-00681	San Joaquin County Of Ed	HR	Conf-	400.00	
P20-00682	Lakeshore Learning Materials	CNS	supplies	202.83	
P20-00683	Department Of Social Services	NFL	SERV	484.00	
P20-00684	IMAGE APPAREL FOR BUSINESS	CUSTODIAL	SERV (19-20 CUSTODIAL UNIFORMS)	7,024.91	
P20-00685	VENTURA UNIFIED SCHOOL DIST	BUDGET	Tuition/Excess Cost 2018-19	146,257.00	
P20-00686	Office Depot Bus Ser Div	CNS	supplies	3,000.00	
P20-00687	APPLE INC	IT	EQUIP/IPADS (LCAP 1:40)	1,913,573.81	
P20-00688	Ventura Co Office Of Education	BUSINESS	SERV	5,851.23	
P20-00689	Western Indoor Environmental	CNS	operations	4,995.00	
P20-00690	Lakeshore Learning Materials	RAMONA	mat/sup - instruction	10,604.09	
P20-00691	ACSA/FEA	RISK MGMT	2019-2020 ACSA Membeship Dues	67,303.19	
P20-00692	Smart And Final Iris Co	SUPERINTENDEN	SUP	2,000.00	
P20-00693	Food Safety Systems	CNS	operations	45,760.00	
P20-00694	K P Corporation	PURCHASING	STORES	1,512.00	
P20-00695	ACSA/FEA	SUPERINTENDEN	ACSA-Summit Registration KaguileraFort	683.00	
P20-00696	WATER WALKERS INC HEALTH-e PRO	CNS	consulting	7,870.75	
P20-00697	PACIFIC CITY HOTEL LLC PASEA H OTEL & SPA	SUPERINTENDEN	Lodging- R. Chaparro-Women in School Forum (ACSA)	581.00	
P20-00698	Amazon Com	FACILITIES	Materials and Supplies	291.07	
P20-00699	Grainger Inc	IT	MATL/SUP (IT DEPT)	500.00	
Total Number of POs			790	Total	26,663,518.81

Fund Recap

Fund	Description	PO Count	Amount
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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 06/07/2019 - 07/24/2019

Fund Recap

<u>Fund</u>	<u>Description</u>	<u>PO Count</u>	<u>Amount</u>
010	GENERAL FUND	101	192,559.61
130	CAFETERIA FUND	1	7,642.04
140	DEFERRED MAINTENANCE FUND	3	730,987.15
214	BOND FUND MEASURE D 2016	5	2,980,194.26
Total Fiscal Year 2019			3,911,383.06
010	GENERAL FUND	642	21,243,042.84
120	CHILD DEVELOPMENT FUND	14	27,248.51
130	CAFETERIA FUND	14	73,838.46
140	DEFERRED MAINTENANCE FUND	9	258,194.89
213	BOND FUND MEASURE R 2012	1	.00
214	BOND FUND MEASURE D 2016	11	665,257.42
251	DEVELOPER FEES	1	471,853.63
510	BOND INTEREST & REDEMPTION 1988	1	3,300.00
511	BOND INTEREST REDEMPTION 1997	1	100.00
512	BOND INTEREST REDEMPTION 2006	1	2,700.00
513	BOND INTEREST REDEMPTION 2012	1	4,900.00
514	BOND INTEREST REDEMPTION 2016	1	1,700.00
Total Fiscal Year 2020			22,752,135.75
Total			26,663,518.81

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 20 of 21

381

Includes Purchase Orders dated 06/07/2019 - 07/24/2019

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P16-05421	33,628,232.73	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRA	74,303.00
P18-03751	2,100.00	214-6276	BOND FUND MEASURE D 2016/INTERIM HOUSING	400.00
P19-00001	4,011,146.88	010-5103	GENERAL FUND/COM CARRIER	156,287.11-
P19-00017	644.49	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P19-00148	1,089.90	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	370.00
P19-00189	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,560.66
P19-00217	2,541.97	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	851.23
P19-00248	90,742.95	010-4333	GENERAL FUND/FUEL	4,500.00
P19-00297	40,230.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	20,115.00
P19-00537	6,400.00	010-4324	GENERAL FUND/PAINTING SUPPLIES	1,400.00
P19-00595	100,400.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	21,400.00
P19-00667	8,949.61	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P19-00723	3,333.68	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P19-00915	554.67	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	118.23-
P19-00927	598,479.38	130-4700	CAFETERIA FUND/FOOD	25,000.00
P19-00997	1,105.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	205.00
P19-01208	11,546.59	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	700.00
P19-02354	1,838.76	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	87.56
P19-02713	3,470.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00
P19-03896	1,225.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	725.00
P19-04397	987.37	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	6,894.92-
P19-04478	1,650.15	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,412.60
P19-04727	360.74	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8.24
P19-04779	26.39	120-4300	CHILD DEVELOPMENT FUND/MATERIALS AND SUPPLIE	14.32-
P19-04784	3,192.96	010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	103.58-
			Total PO Changes	5,879.87-

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 21 of 21

382

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Approval of New Classification and Job Duties for Information Technology Project Coordinator (Nair-Villano)

Education Code 45276 provides that “The governing board shall fix the duties of all positions a part of the classified service as required by Section 45109. The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

The Chief Information Officer requested that the Personnel Commission create new classifications in the Information Technology Services department: the Information Technology Project Coordinator position will be responsible for administering, maintaining, and assuring smooth and efficient functioning of District Information Technology projects and related systems. The position will perform a variety of duties involved in the coordination, planning, installation, configuration, operation, maintenance, and repair of future ready learning environments.

FISCAL IMPACT:

Based on the need to coordinate, lead and plan, it would be appropriate to place the proposed classification of Information Technology Project Coordinator at range 29. The fiscal impact will vary depending on the number of hours and days of positions created. The salary cost of a full-time 12-month position would range from \$66,102 – \$80,329. Additional costs would also be incurred for health and welfare benefits, etc., in the event that the position was more than six hours per day.

RECOMMENDATION:

It is the recommendation of the Personnel Commission and Director of Classified Human Resources, that the Board of Trustees approve the new classification and job duties of Information Technology Project Coordinator, as presented.

ADDITIONAL MATERIALS:

Attached: [Information Technology Project Coordinator job duties \(two pages\)](#)

INFORMATION TECHNOLOGY PROJECT COORDINATOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY OF DUTIES

Under direction of the Chief Information Officer, performs a variety of duties involved in the coordination, planning, installation, configuration, operation, maintenance, and repair of future ready learning environments, to include, digital display systems, audio & video systems, and camera and security systems. Provide support to principals, teachers and other site and district personnel, performing functions independently. The Information Technology Project Coordinator performs specialized activities and is responsible for administering, maintaining, and assuring smooth and efficient functioning of district Information Technology projects and related systems. Oversees and coordinates District Information Technology projects in support of creating future ready learning environments. Performs a variety of duties as they relate to their assigned area of responsibility.

Incumbents in this classification perform a wide scope of complex duties and responsibilities in the coordination and tracking of projects, which may involve the exercise of independent judgement and a combination of contract administration, administrative analysis, and space management.

DISTINGUISHING CHARACTERISTICS AMONG RELATED CLASSES

The descriptions below are provided to demonstrate how this classification fits within the organization and to assist in quickly identifying key differences between classifications, which may appear otherwise similar. All classifications are listed in order from highest to lowest.

The Information Technology Project Coordinator plans, coordinates, and oversees information technology systems technology projects District-wide; monitors and evaluates the progress of projects; collects data; conducts studies; reads and interprets blue prints; and prepares reports. Serves as a liaison between Information Technology Services and other departments to coordinate project activities. Incumbents may oversee the work and serve as a lead to clerical and Information Technology support staff.

The Site Technology Coordinator classification oversees, participates, and supports the use of technology at school sites; coordinates the workflow of assigned personnel, assists in the resolution of more complex troubleshooting, the position performs the general tasks of the technician staff, including but not limited to, installation, configuration, diagnosis, repair of computer workstation, mobile devices, and peripheral equipment as needed.

SUPERVISION RECEIVED AND EXERCISED

- Receives supervision from the Chief Information Officer.
- Provides technical work guidance and assistance to District building contractors, sub-contractors, vendors, and Site Technology Technicians.
- Communicates and coordinates with personnel and various outside agencies to plan and complete projects, exchange information and resolve issues or concerns.
- Positions in this classification have no formal supervisory responsibilities.

ESSENTIAL DUTIES

- Plan, coordinate and oversee technology projects District-wide; assure compliance with applicable laws, codes, rules and regulations;
- Projects may include learning spaces, digital display systems, audio & video systems, camera and security systems and coordinating low voltage systems installation, maintenance, and troubleshooting with facilities staff;
- Confer with end-users, administrators and Information Technology personnel in order to develop and determine project objectives and the scope and depth of project activities;

- Conduct site inspections with vendors and District staff; interpret blue prints to determine what resources are required for projects; develop cost projections for equipment, personnel, services and contract proposals; create project plans and schedule work;
- Coordinate support activities and services for successful completion of projects; monitor the completion of project phases; identify and resolve issues delaying progress or delivery of products and services; advise administration of financial status of projects and issues affecting completion of projects;
- Obtain estimates for service from outside vendors, submit estimates for approval;
- Prepare and negotiate contracts in conjunction with District contract management personnel for the delivery of technology equipment and services from vendors, review the work of vendors;
- Identify scope of proposed work; create overall project plan to schedule work implementation; oversee and inspect work in progress; review invoices for payment;
- Install, setup, configure, modify and maintain digital display systems, audio & video systems, camera and security systems to assure the smooth functioning of district learning environments; respond to user requests for service; install, replace, upgrade and update systems, and/or component as needed;
- Serve as member of committees and attend special conferences to evaluate new developments and strategies affecting project objectives and results;
- Conduct special studies and evaluations of problem areas affecting information services and technology as directed;
- Provide technical expertise and information to the Chief Information Officer or his/her designee, regarding assigned functions and participate in the formulation of policies, procedures and programs; advise the Chief Information Officer of unusual trends or problems and recommend appropriate corrective action;
- Communicate with administrators, District staff and outside agencies to exchange information, coordinate activities and resolve issues;
- Attend and participate in a variety of meetings related to assigned activities; prepare and deliver oral presentations as requested;
- Maintain a variety of records and files related to assigned activities;
- Train and provide work direction and guidance to assigned support staff; schedule, assign and review the work of support staff;
- May be subject to work mandatory overtime to assist in the operations of a television broadcasting system for airing Board of Education meetings and District special events;
- Operate a variety of office equipment including a computer and assigned software; drive a vehicle to inspect work and visit sites.

Other Related Duties

- Provide recommendations concerning computer system and software enhancements;
- Attend and participate in meetings, conferences, and seminars related to new software and technology to maintain current knowledge of technological advances in the field;
- Perform related duties and responsibilities as required.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

Establish

an eight hour 192 day Intermediate School Secretary position number 9638 to be established at McAuliffe and Marshall school. This position will be established to provide support.

a six hour 180 day Family Liaison position number 9636 to be established in the Educational Services department. This position will be established to provide services for state preschool families.

a six hour 180 day Family Liaison position number 9625 to be established in the Educational Services department. This position will be established to provide services for state preschool families.

a five hour and a half hour 183 day Transportation Driver position number 9637 to be established in the Transportation department. This position will be established to provide additional support.

a four hour 183 day Preschool Teacher position number 9579 to be established in the Educational Services department. This position will be established to provide support.

a four hour 183 day Preschool Teacher position number 9580 to be established in the Educational Services department. This position will be established to provide support.

a four hour 183 day Preschool Teacher position number 9581 to be established in the Educational Services department. This position will be established to provide support.

a four hour 183 day Preschool Teacher position number 9582 to be established in the Educational Services department. This position will be established to provide support.

a three hour 183 day Preschool Assistant position number 9624 to be established in the Educational Services department. This position will be established to provide support.

a three hour 183 day Preschool Assistant position number 9590 to be established in the Educational Services department. This position will be established to provide support.

a three hour 183 day Preschool Assistant position number 9591 to be established in the Educational Services department. This position will be established to provide support.

a three hour 183 day Preschool Assistant position number 9592 to be established in the Educational Services department. This position will be established to provide support.

a three hour 183 day Preschool Assistant position number 9593 to be established in the Educational Services department. This position will be established to provide support.

a three hour 183 day Preschool Assistant position number 9594 to be established in the Educational Services department. This position will be established to provide support.

a three hour 183 day Preschool Assistant position number 9595 to be established in the Educational Services department. This position will be established to provide support.

Abolish

an eight hour 203 day Office Assistant II position number 6447 to be abolished at Fremont school. This position will be abolished due to the lack of funds.

a six hour 206 day Office Assistant II position number 2215 to be abolished at Frank school. This position will be abolished due to the lack of funds.

Reduce

a five and a half hour 180 day Campus Assistant position number 8643 to be reduced to four hours at McKinna school. This position will be reduced due to the lack of funds.

FISCAL IMPACT:

Cost for Intermediate School Secretary - \$64,336 General
Cost for 2 Family Liaison's - \$108,026 General
Cost for Transportation Driver - \$27,361 General
Cost for 4 Preschool Teacher's - \$115,864 General
Cost for 7 Preschool Assistant's - \$99,379 General
Savings for Office Assistant II - \$108,064 Site funds
Savings for Campus Assistant - \$5,770 General

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: August 7, 2019

Agenda Section: Section C: Consent Agenda

Approval of New Classification and Job Duties for Director, Network Operations (Nair-Villano)

Education Code 45276 provides that “The governing board shall fix the duties of all positions a part of the classified service as required by Section 45109. The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

The Chief Information Officer requested that the Personnel Commission create new classifications in the Information Technology Services department: the Director, Network Operations position will perform a variety of activities involved in planning, directing, designing, coordinating and administering systems, networks and subsystems including all servers and networking hardware. This position will also manage a team of technical professionals providing operational support to District end-users.

FISCAL IMPACT:

Based on the salary survey and internal alignment, it would be appropriate to place the proposed classification of Director, Network Operations at salary range \$98,201 – \$116,669 of the management salary schedule. The fiscal impact will vary depending on the number and hours and days of positions created. Additional costs would also be incurred for health and welfare benefits, etc. in the event that the position is more than six hours per day.

RECOMMENDATION:

It is the recommendation of the Personnel Commission and Director, Classified Human Resources, that the Board of Trustees approve the new classification and job duties of Director Network Operations, as presented.

ADDITIONAL MATERIALS:

Attached: [Director Network Operations jd \(two pages\)](#)

DIRECTOR, NETWORK OPERATIONS

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY OF DUTIES

Under the direction of the Chief Information Officer, performs a variety of activities involved in planning, directing, designing, coordinating and administering systems, networks and subsystems including all servers and networking hardware; manage and automate recurring tasks, resolving server and network operational issues in a timely manner; maintaining server and network hardware, software, and services. Manages a small team of technical professionals providing operational support to District end-users. Coach, train, supervise and assess the performance of assigned personnel; train and consult with staff and customers on information technology issues; assure the smooth, efficient and proper integration of hardware and software technologies; support the use of information technology by District departments and customers; recommend and implement changes to accomplish increased system productivity and efficiency; evaluate new technology and screen purchases for system compatibility.

Incumbents in this classification perform a wide scope of complex duties and responsibilities in a demanding fast-paced environment, the Director, Network Operations will need exceptional service skills, technical expertise, and individual initiative while maintaining a customer-centered attitude. Performs a variety of duties as they relate to their assigned area of responsibility.

DISTINGUISHING CHARACTERISTICS AMONG RELATED CLASSES

The descriptions below are provided to demonstrate how this classification fits within the organization and to assist in quickly identifying key differences between classifications, which may appear otherwise similar. All classifications are listed in order from highest to lowest.

The Chief Information Officer is responsible for the overall planning, development, integration, and management of the District's information technology programs and services, including applications development and support, technical operating systems, data systems, networking and voice/data communication systems, educational technology, and other technology solutions. The incumbent is expected to exercise leadership in formulating technology strategy and developing and recommending long-term technology direction for the District. Assignments are broad in scope and allow for a high degree of administrative discretion in their execution.

The Director, Network Operations classification requires the ability to develop applications in the software-occupying servers, the knowledge of, and ability to configure servers in a wide-area environment, perform remote diagnostics and network configurations. The Director, Network Operations must also be able to independently setup and maintain servers, local networks, routers and switches, understand TCP/IP addressing, and to diagnose wide-area network problems. The Director, Network Operations requires the ability to connect multiple systems involving a wide geographic area and will have the equivalent knowledge to one of the following certificates: Certified Network Administrator, Microsoft Certified Professional, Cisco Certified Network Associate, or Juniper Network Certified Associate

SUPERVISION RECEIVED AND EXERCISED

- Receives supervision from the Chief Information Officer.
- Provides supervision and technical work direction to assigned Information Technology staff.
- Communicates and coordinates with personnel and various outside agencies to plan and complete projects, exchange information and resolve issues or concerns.

ESSENTIAL DUTIES

- Manage and set priorities for the design, maintenance, development, and evaluation of all infrastructure systems, including all virtual and cloud based systems, District Wide Area Network (WAN) and Local Area

Networks (LAN) infrastructure, Servers, Database Operations, SQL, internet, intranet, security, wireless network, mobile device management, and related services and systems;

- Creation and maintenance of automated systems;
- Design and implement short- and long-term strategic plans to ensure infrastructure capacity meets existing and future requirements;
- Assist with and participate in the ongoing assessment, modification and standardization of the District's enterprise network infrastructure and associated configuration management practices;
- Researches, recommends, and installs upgrades and enhancements to computer networks. Evaluates adequacy of existing networks based on user needs and traffic;
- Integrates minicomputer systems for multiple platforms with network servers and host computer operations; Specifies data communications requirements and wiring and hardware layouts for new facilities and/or modifications to existing facilities, in accordance with District and industry standards;
- Manages equipment and equipment repair budgets; and coordinates equipment repairs ;
- Serves as a resource for a computer purchase upgrades and emerging technologies. Researches and recommends system and software upgrades for increased productivity and compatibility;
- Troubleshoots and performs various technical computer and peripheral repair duties that include but are not limited to diagnosing system failures and isolating faulty parts, repairing or replacing parts, and verifying and testing for correct operations;
- Configures, maintains and participates in installation of directory structures, security applications and software;
- Implements protocols and procedural controls for network systems security
- Develops and maintains up-to-date documentation supporting assigned and related areas of responsibility. This includes network infrastructure, system blueprints and schematics, procedures and steps for equipment setup, help desk questions and answers, and inventory recording;
- Serve as member of committees and attend special conferences to evaluate new developments and strategies affecting project objectives and results;
- Conduct special studies and evaluations of problem areas affecting information services and technology as directed;
- Provide technical expertise and information to the Chief Information Officer or his/her designee, regarding assigned functions and participate in the formulation of policies, procedures and programs; advise the Chief Information Officer of unusual trends or problems and recommend appropriate corrective action;
- Communicate with administrators, District staff and outside agencies to exchange information, coordinate activities and resolve issues;
- Attend and participate in a variety of meetings related to assigned activities; prepare and deliver oral presentations as requested;
- Maintain and operate a television broadcasting system for airing Board of Education meetings and District special events;
- Train and provide work direction and guidance to assigned support staff; schedule, assign and review the work of support staff;
- Operate a variety of office equipment including a computer and assigned software; drive a vehicle to inspect work and visit sites.

Other Related Duties

- Provide recommendations concerning computer system and software enhancements;
- Attend and participate in meetings, conferences, and seminars related to new software and technology to maintain current knowledge of technological advances in the field;
- Performs other duties as assigned that support the overall objective of the position and the District.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Approval of New Classification and Job Duties for Site Technology Coordinator (Nair-Villano)

Education Code 45276 provides that “The governing board shall fix the duties of all positions a part of the classified service as required by Section 45109... The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

The Chief Information Officer requested that the Personnel Commission create new classifications in the Information Technology Services department: the Site Technology Coordinator position plans, organizes, and coordinates the work of assigned staff charged with the installation, service, diagnosis, repair, and modification of desktop and laptop computers, servers, mobile computing devices, and peripheral computer equipment at school sites. This position acts as a liaison between schools and off-site district facilities and centralized department operations and participates and supports the use of technology at school sites.

FISCAL IMPACT:

Based on the need to coordinate, lead and plan, it would be appropriate to place the proposed classifications of Site Technology Coordinator at range 29. The fiscal impact will vary depending on the number of hours and days of positions created. The salary cost of a full-time 12-month position would range from \$66,102 – \$80,329. Additional costs would also be incurred for health and welfare benefits, etc. in the event that the position was more than six hours per day.

RECOMMENDATION:

It is the recommendation of the Personnel Commission and Director of Classified Human Resources, that the Board of Trustees approve the new classification and job duties of Site Technology Coordinator, as presented.

ADDITIONAL MATERIALS:

Attached: [Site Technology Coordinator job duties \(two pages\)](#)

SITE TECHNOLOGY COORDINATOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY OF DUTIES

Under the direction of the Chief Information Officer, plans, organizes, and coordinates the work of assigned staff charged with the installation, service, diagnosis, repair, and modification of desktop and laptop computers, servers, mobile computing devices, and peripheral computer equipment at school sites; acts as a liaison between schools and off-site district facilities and centralized department operations; trains and directs performance of assigned staff; and performs a variety of tasks relative to assigned area of responsibility.

DISTINGUISHING CHARACTERISTICS AMONG RELATED CLASSES

The descriptions below are provided to demonstrate how this classification fits within the organization and to assist in quickly identifying key differences between classifications which may appear otherwise similar. All classifications are listed in order from highest to lowest.

The Site Technology Coordinator classification oversees, participates, and supports the use of technology at school sites; coordinates the workflow of assigned personnel, assists in the resolution of more complex troubleshooting, the position performs the general tasks of the technician staff, including but not limited to, installation, configuration, diagnosis, repair of computer workstation, mobile devices, and peripheral equipment as needed.

The Site Technology Technician classification provides site-based support, repair, and maintenance for technological devices including computers, peripheral devices, and tablets/mobile devices, forwards advanced technology issues to the Technology Services Department, assists students, staff, and community in the use of technology, and oversees a site based computer lab.

SUPERVISION RECEIVED AND EXERCISED

- Receives supervision from the Chief Information Officer;
- Provides technical and work direction to Site Technology Technicians;
- Positions in this classification have no formal supervisory responsibilities.

ESSENTIAL DUTIES

- Coordinates, oversees, and participates in the work of the assigned technician staff engaged in activities associated with technology support functions at the school sites and district on/off-site facilities, including, but not limited to:
- Delivery, installation, and configuration of personal computers, printers, hardware devices and other peripheral equipment; establishing and configuring connectivity of computer and related devices to the District- wide network, updating existing security software on workstations and testing for potential system viruses and security problems.
- Performing various technical computer and peripheral repair duties that include, but are not limited to diagnosing failures and isolating faulty parts, repairing or replacing parts, and verifying and testing for correct operations.
- Installing and configuring standard administrative software in accordance with established criteria, and authorized instructional and educational software; testing software to ensure compatibility with the current operating environment and equipment capability; configuring software to communicate with peripherals and computer equipment.
- Providing technical assistance to students, staff, and community on using computers and software programs including remote access and on the proper use of peripheral electronic equipment used to enhance presentations and viewing.
- Analyzing user needs related to access and information flow requirements over local and wide area networks and Internet-related functions.
- Prepare, test, and deploy operating systems, software packages, and updates utilizing scripts and deployment systems including: SCCM, Microsoft Active Directory, and other deployment applications.

- Monitor the status of mobile and desktop computer systems district-wide. Identify trends and current and future configuration needs and changes. Prepare reports to summarize overall health of district computers and to provide evidence of needed system modifications.
- Maintain the mobile device management system and provide training in the use to both technical and non-technical staff, students, and community.
- Confer with site users and District Technology Services staff to determine school site's software and hardware requirements and desired output, resolve problems, and provide, support and assistance.
- Identifies, tracks, and escalates complex or frequently occurring problems to the appropriate technology services staff.
- Orients new technician staff to the District procedures, protocols, and systems; provides continuous on-the-job training as need to assigned staff relative to areas of installation, network connectivity troubleshooting, hardware and software configuration, as well as basic hardware repair; coaches staff on maximizing efficiency in work methods.
- Develops work protocols for assigned staff in order to ensure compliance with District established technology policies and procedures, and to implement work processes geared to elevate customer service capacity to customers; inspects the quality of work performed.
- Maintains up-to-date technical knowledge by engaging in professional development activities, including, but not limited to: conferences, seminars, workshops and webinars.
- Performs other job-related duties as assigned.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #18-45 – Behavior Insights, Inc.
(DeGenna/Madden)**

At the Board Meeting of August 8, 2018, the Board of Trustees approved Agreement #18-45 with Behavior Insights Inc., in the amount of \$100,000.00, to provide consultant services to the Special Education Services Department during the 2018-2019 fiscal year.

Amendment #1, in the amount of \$40,000.00, is required to adjust the total cost through the end of the 2018-2019 fiscal year. The new total agreement amount is \$140,000.00.

FISCAL IMPACT:

Not to exceed \$40,000.00 - 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 Amendment #1 to Agreement #18-45 with Behavior Insights, Inc.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #18-45 - Behavior Insights Inc. \(15 Pages\)](#)

**AMENDMENT #1 TO AGREEMENT #18-45 with
Behavior Insights Inc.
August 7, 2019**

At the Board Meeting of August 8, 2018, the Board of Trustees approved Agreement #18-45 with Behavior Insights Inc., in the amount of \$100,000.00, to provide consultant services to the Special Education Services Department during the 2018-2019 fiscal year.

Amendment #1, in the amount of \$40,000.00, is required to adjust the total cost through the end of the 2018-2019 fiscal year. The new total agreement amount is \$140,000.00.

BEHAVIOR INSIGHTS INC.:

By: _____
Dr. Tammy Van Fleet

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #18-45

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 8th day of August, 2018 by and between the Oxnard School District (“District”) and Behavior Insights 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 June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed One Hundred Thousand Dollars (\$100,000.00), 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".

TR (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.

TR (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.

TR (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.

TJB (Initials)

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

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

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

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

To Consultant: Behavior Insights Inc.
6345 Balboa Blvd., Suite 163
Encino, CA 91316
Attention: Tammy Van Fleet
Phone: (805) 506.3390
Email:

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

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

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

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

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz

Signature

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

8-10-18

Date

Tax Identification Number: 95-6002318

BEHAVIOR INSIGHTS INC.:

[Signature]

Signature

Dr. Tammy Van Fleet
Typed Name/Title

7-10-18

Date

Tax Identification Number: 52-1198289

Not Project Related

Project #18-45

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-45

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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

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

None.

See attached list.

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

None.

See attached list.

VII. AMENDMENT

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

Not Project Related

Project #18-45

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-45

COMPENSATION

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

Total compensation shall not exceed One Hundred Thousand Dollars (\$100,000.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$100,000.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #18-45

**EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-45**

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

~~Nurses, Therapists~~

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

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

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

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

Not Project Related

Project #18-45

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 #18-45

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-45

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, **BEHAVIOR INSIGHTS INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 8-10-18

By: *lf Franz*
Lisa A. Franz
Director, Purchasing

Consultation Description:

The scope of the consultation services provided will include the overall goal of building in-house capacity within the Oxnard School District in the area of behavior intervention and programming. An overall assessment of district needs in the area of applied behavior analysis (ABA) will continue to be done. These services will be used to create an extensive district training protocol that will be used to train existing and new district personnel in the area of Behavior Analysis. The training protocol will be designed and trained to be implemented to fidelity within the field of ABA. Additionally, consultation services will be used to train, support, and expand the current behavior specialists, as well as the behavior team within OSD. These services will assist in creating legally defensible programs for children with disabilities, which will include curriculum, classroom, and behavior programming. These services will include any additional support needed in the new TLC program and in developing any additional preschool programs. Consultation services will assist in any required BCBA duties that the district may require, including but not limited to, BCBA supervision and RBT supervision for OSD employees who are obtaining/maintaining board certification. Lastly, these services may include additional support in the area of behavioral assessments, consultation on individual student cases, and IEP attendance.

Proposed Contract Agreement:

-\$100,000.00 (July 2018 – June 2019)

- Hourly rate \$180

CERTIFICATE OF INSURANCE EFFECTED WITH CERTAIN UNDERWRITERS AT LLOYD'S, LONDON FOR THE MEMBERS OF THE MASTER POLICYHOLDER

PROFESSIONAL LIABILITY, GENERAL LIABILITY AND ADVERTISING LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This Certificate of Insurance is issued as a Notice of Insurance for information only. It does not constitute a legal contract of insurance. The Master Policy, Declarations and Application of the Named Insured, if any, form the entire contract. This Certificate is furnished in accordance with, and in all respects is subject to all terms, conditions and exclusions of the Master Policy, a copy of which is attached hereto. The original Master Policy may be inspected at the offices of the Master Policyholder.

This Certificate is to notify the member named below (the "Named Insured") that the following insurance has been effected with certain Underwriters at Lloyd's, London (not incorporated) (the "Underwriters") for the Policy Period specified below under the Master Policy (the "Master Policy") issued to the Master Policyholder.

The attached Master Policy provides coverage on a claims made and reported basis and apply only to Claims first made against the Insured during the Policy Period or the Extended Reporting Period (if applicable) and reported to underwriters during the Policy Period or otherwise provided in clause VIII. of the attached Master Policy.

Coverage Reference No: 15956

1. Named Insured: Dr Tammy Van Fleet
5507 Burnet Ave., Sherman Oaks, CA 91411, US.

Additional Insureds: Oxnard School District
Ojai Unified School District

2. Membership Number: 55769

Master Policyholder: ASSOCIATION FOR BEHAVIOR ANALYSIS INTERNATIONAL (ABAI)
c/o 23 Federal Plaza W BDM10 Youngstown, OH 44503

Master Policy Number: HGSCOM17008

3. Policy Period: The Policy Period shall commence during the Policy Period set forth below. Coverage shall commence from the date upon which the Named Insured holds a valid membership with the Master Policyholder during the Policy Period and shall continue up to but not exceeding 365 days in all.

From: 18TH OCTOBER 2017

To: 18TH OCTOBER 2018

Both dates at 12:01 a.m Local Time at the address stated in Item 1 above.

4. Policy Administrator: Huntington Insurance
23 Federal Plaza W
BDM10
Youngstown, OH 44503
ProgramServices@Huntington.com

5. Limits of Liability:

1. Professional Liability Section

Limit of Liability for Insuring Agreement I.A.1., (Professional Liability)

a. Each Claim including Claims Expenses	\$1,000,000
But sublimited to:	
i. Sexual/Physical Misconduct Each Claim including Claims Expenses	\$25,000
b. Aggregate including Claims Expenses	\$3,000,000
But sublimited to:	
i. Sexual/Physical Misconduct Each Claim including Claims Expenses	\$75,000

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Resolution #19-06 – California Department of Education – Child Development Division Contract #CSPP-9670 (DeGenna/Thomas)

Resolution to certify the Oxnard School District Board of Trustees authorizes entering into Contract #CSPP-9670 with the California Department of Education – Child Development Division for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-20.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Resolution #19-06 with the California Department of Education – Child Development Division.

ADDITIONAL MATERIALS:

Attached: [Resolution #19-06 - California Department of Education-Child Development Division \(1 Page\)](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Amendment #1 to Short-Term Payment Agreement #19-54 for the Purchase of iPads in Support of the District's 1:1 Device Program (Penanhoat/Mitchell)

On June 19, 2019, the Board of Trustees ratified Short-Term Payment Agreement #19-54 with Apple Financial Services to assist the District in the purchase of Apple iPads. It is necessary to amend Agreement #19-54 in order to correct a miscalculation of the sales tax amount from \$53,690.06 to \$105,838.66. This brings the total purchase price to \$1,912,363.66.

Amendment #1 to Agreement #19-54 with Apple Financial Services is presented herewith for the Board's consideration.

FISCAL IMPACT:

None. The Short-Term Agreement is a "same as cash" agreement with no fiscal impact on the district when paid in full.

Apple iPads: The revised fiscal impact on the district for the purchase of 4,500 iPads is \$1,912,363.66 for the 2019-20 FY.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Chief Information Officer that the Board of Trustees ratify Amendment #1 to Short-Term Payment Agreement #19-54 with Apple Financial Services.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 to Agreement #19-54 \(2 pages\)](#)
[Short Term Payment Agreement #19-54 \(7 pages\)](#)

AMENDMENT #1 to Agreement #19-54

THIS AMENDMENT ("Amendment") is made effective as of June 10, 2019, and is made to that certain Short-Term Payment Agreement ("Agreement") between APPLE INC. ("Payee") and OXNARD SCHOOL DISTRICT ("Obligor")

WHEREAS, Payee and Obligor entered into the Agreement to facilitate the acquisition of certain equipment by Obligor as specified in the Agreement;


WHEREAS, Payee and Obligor desire to amend the Agreement to correct an error in the calculation of the Payment due on or before 08/15/2019 due to an understatement of the sales tax due under the Agreement;

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

1. **MODIFICATION OF EXHIBIT 1:** In Exhibit 1 – Equipment Information, the amount of the "SALES TAX" is hereby changed from "\$53,690.06" to "\$105,838.66". In addition, as a result of this increase in the Sales Tax, the "TOTAL AGREEMENT" amount is hereby changed from "\$1,860,215.06" to "\$1,912,363.66".
2. **MODIFICATION TO SHORT-TERM PAYMENT AGREEMENT:** The Agreement is hereby modified by changing on page 1 of the Agreement the amount of the Payment due by Obligor on or before 08/15/2019 from "\$1,860,215.06" to "\$1,912,363.66".
3. **UPDATED CERTIFICATE OF APPROPRIATION:** The Obligor hereby certifies that the payment due on or before AUGUST 15TH, 2019 in the total amount of \$1,912,363.66 under the Agreement for the fiscal year beginning JULY, 2019 and ending JUNE, 2020 has been budgeted and is within an available, unexhausted and encumbered appropriation for the Obligor.
4. **RATIFICATION AND AFFIRMATION OF AGREEMENT:** Obligor hereby ratifies and affirms the Agreement and represents and warrants that as of the date hereof, the Agreement is in full force and effect and that there exist no fact or circumstance which with the granting of notice or the passage of time would constitute a default thereunder.
5. **FULL FORCE AND EFFECT:** Except as otherwise specifically provided herein, the Agreement shall remain in full force and effect as originally executed and delivered.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their respective authorized agents and is made effective as of the date first above written.

Oxnard School District
as Obligor

By: X 
Name: Janet Penanhoat
Title: Asst. Superintendent, Bus. & Fiscal Svcs.


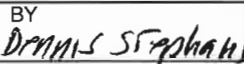
Apple Inc.
as Payee

By: X 
Name: Authorized Representative
Title: Authorized Representative

SHORT-TERM PAYMENT AGREEMENT

PAYEE: APPLE INC.

216 W. JACKSON BLVD., SUITE 200A, CHICAGO, IL 60606 PHONE: (877) 327-1727 FAX: (312) 706-1730

OBLIGOR INFORMATION					
OBLIGOR LEGAL NAME OXNARD SCHOOL DISTRICT			ADDRESS 1051 S A ST		
CITY OXNARD	COUNTY VENTURA	STATE CA	ZIP 93030	PHONE NUMBER 805-385-1501 EXT. 2401	FEDERAL TAX ID# 95-6002318
REPAYMENT SCHEDULE			OBLIGOR SIGNATURE		
NUMBER OF PAYMENTS: 1 AMOUNT OF PAYMENT(S): \$1,860,215.06 DUE DATE OF PAYMENTS: ON OR BEFORE 08/15/2019			<div style="text-align: center;">  <input checked="" type="checkbox"/> AUTHORIZED SIGNATURE JANET PENANHOAT PRINT AUTHORIZED SIGNER NAME ASST. SUPERINTENDENT. BUSINESS & FISCAL SVCS. <input checked="" type="checkbox"/> AUTHORIZED SIGNER TITLE EQUIPMENT ACCEPTED ON THIS DATE </div> <p style="font-size: small; margin-top: 5px;">IF OBLIGOR IS TAX EXEMPT FROM STATE SALES TAX, PLEASE ATTACH CERTIFICATE & WRITE TAX EXEMPT # ABOVE</p>		
EQUIPMENT INFORMATION					
DESCRIPTION OF EQUIPMENT		MAKE AND TYPE	MODEL NUMBER	SERIAL NUMBER	UNIT QTY.
See "Exhibit 1" attached hereto and made a part hereof.					
EQUIPMENT LOCATION: LEAVE BLANK IF SAME AS ABOVE		ADDRESS			
CITY	STATE		ZIP		
SHORT-TERM PAYMENT AGREEMENT					
<p>Obligor agrees to purchase the equipment and / or software fees described above (the "Equipment"). Obligor agrees to the terms and conditions of this SHORT-TERM PAYMENT AGREEMENT. Obligor agrees to pay payment(s) shown above on or before their due dates. Obligor is responsible for arranging delivery of the Equipment. The SHORT-TERM PAYMENT AGREEMENT will begin when the Equipment described above is delivered and installed. Obligor's signature on this SHORT-TERM PAYMENT AGREEMENT shall be deemed as Obligor's unconditional acceptance of delivery and installation of the Equipment.</p> <p>LATE FEES AND COLLECTION CHARGES: If any payment or other amount payable to Payee is not paid by its due date, Obligor agrees to pay Payee a late charge of 2.5% of the amount which is late. To the extent allowed by law, each late payment or non-payment of any past due amount will also accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid.</p> <p>NO WARRANTY: Payee is financing the Equipment to Obligor as is. Obligor acknowledges that Payee is not the manufacturer of the Equipment and that Obligor has selected the Equipment and the supplier based on Obligor's own judgment. Payee makes no warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose in connection with this agreement. Obligor agrees to continue making payments to Payee under this SHORT-TERM PAYMENT AGREEMENT, regardless of any claims Obligor asserts against the manufacturer or supplier.</p> <p>ABSOLUTE OBLIGATION: Subject to Obligor's legal appropriations of funds, OBLIGOR'S OBLIGATION TO PAY PAYMENTS AND OTHER SUMS AND ALL OTHER OBLIGATIONS HEREUNDER SHALL BE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY ABATEMENT, SETOFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER.</p> <p>EQUIPMENT LOCATION USE AND REPAIR: Obligor will keep and use the Equipment only at the location shown above. Obligor agrees that the Equipment cannot be moved without advance written permission. Obligor is responsible for keeping the Equipment in good repair, condition, and working order. Any and all alterations, modifications and attachments to the Equipment, which cannot be readily removed without damaging the function, use or economic value of the Equipment, shall immediately become a part of the Equipment and property of the Payee. Except for normal wear and tear, Obligor shall protect the Equipment from damage or any kind of loss and will continue to make payments if any damage or loss occurs. Payee is not responsible for any losses or damages caused by the installation or use of the Equipment, or from any other kind of loss while Obligor has the Equipment. If Obligor elects to return the Equipment to Payee, it must be returned to the location that Payee designates at Obligor's expense.</p> <p>OWNERSHIP, TITLE AND UCCs: Payee is the owner of the Equipment and has title to the Equipment. Payee is authorized to record UCC financing statements to show Payee's interest in the Equipment and proceeds thereof. Title to the Equipment shall pass to Obligor only upon satisfactory performance by Obligor of all its obligations hereunder.</p> <p>APPROPRIATION OF FUNDS In the event Obligor's obligations under this SHORT-TERM PAYMENT AGREEMENT are subject to Obligor's legal appropriations of funds and should Obligor fail to appropriate funds to make the payments under this SHORT-TERM PAYMENT AGREEMENT, Obligor shall return the Equipment per the terms of this SHORT-TERM PAYMENT AGREEMENT. Upon the return of the Equipment, Obligor's payment obligations shall terminate.</p> <p>REPRESENTATIONS AND WARRANTIES: Obligor represents and warrants that this SHORT-TERM PAYMENT AGREEMENT is</p>			<p>a legally valid and binding obligation of the Obligor, enforceable according to its terms; and the person executing this SHORT-TERM PAYMENT AGREEMENT is legally authorized to bind the Obligor as provided herein.</p> <p>INSURANCE: Obligor will provide at Obligor's expense, property insurance for the Equipment, naming Payee as loss payee. Obligor will also obtain a public liability insurance policy covering any personal injury or third-party property damage, naming Payee as an additional insured. Obligor will provide Payee evidence of such insurance when requested.</p> <p>TAXES: Obligor will pay, when due, all taxes, fines and penalties relating to the use or Payee ownership of the Equipment under this SHORT-TERM PAYMENT AGREEMENT. SHORT-TERM PAYMENT AGREEMENT payments shown above do not include any applicable taxes. Payee will include any applicable taxes and fees, and invoice Obligor for those taxes. Obligor agrees to pay the tax and fees in addition to the SHORT-TERM PAYMENT AGREEMENT Payment. If Payee pays any taxes, fees or penalties for Obligor, Obligor will pay Payee on demand the amount Payee has paid on Obligor's behalf plus an administrative fee equal to 10% of the amount paid by Payee.</p> <p>DEFAULT: If Obligor does not pay any payment by its due date, or Obligor breaks any of the terms or conditions of this SHORT-TERM PAYMENT AGREEMENT, Obligor will be in default of this SHORT-TERM PAYMENT AGREEMENT. If Obligor defaults, Payee may require any combination of the following: (1) pay the remaining appropriated balance of the SHORT-TERM PAYMENT AGREEMENT, plus late fees provided herein, and (2) return all of the Equipment. Payee can use any and all remedies available to Payee under the Uniform Commercial Code or any other law. If Payee has to take possession of the Equipment, Obligor agrees to pay the cost of repossession. Obligor agrees Payee is not responsible for any consequential or incidental damages related to the default or actions taken by Payee in the event of default. Obligor agrees to pay Payee reasonable attorney's fees and costs associated with any legal action Payee may take in the event of Obligor's default. In the event of Obligor default under this SHORT-TERM PAYMENT AGREEMENT, Payee may retain any security deposits to insure Obligor performance under this SHORT-TERM PAYMENT AGREEMENT.</p> <p>ASSIGNMENT: Obligor has no right to sell, transfer, assign or lease the Equipment or this SHORT-TERM PAYMENT AGREEMENT. Payee may sell, assign or transfer this SHORT-TERM PAYMENT AGREEMENT or Payee's rights in the Equipment without notice to Obligor. Obligor agrees that if Payee sells, assigns or transfers this SHORT-TERM PAYMENT AGREEMENT, the new owner will have the same rights or benefits Payee has now. Obligor agrees that the rights of the new owner will not be subject to any claim, defense or setoff that Obligor may have against Payee.</p> <p>CHOICE OF LAW: This SHORT-TERM PAYMENT AGREEMENT shall be governed by and interpreted according to the laws of the State in which Obligor is located.</p> <p>AGREEMENT: Obligor agrees that the terms and conditions contained in this SHORT-TERM PAYMENT AGREEMENT make up the entire agreement between Payee and Obligor regarding the purchase of the Equipment. Any change in any of the terms and conditions of this SHORT TERM PAYMENT AGREEMENT must be in writing and signed by Payee. Obligor agrees that any delay or failure to enforce Payee rights under this SHORT-TERM PAYMENT AGREEMENT does not prevent Payee from enforcing any right at a later time. All of Payee rights and indemnities will survive the termination of this agreement. This SHORT-TERM PAYMENT AGREEMENT may not be terminated early. This SHORT-TERM PAYMENT AGREEMENT is not binding on Payee until Payee signs below. This SHORT-TERM PAYMENT AGREEMENT and the Equipment are intended for essential government purposes only.</p>		
PAYEE: APPLE INC. <input checked="" type="checkbox"/>		BY 	TITLE Authorized Representative		ACCEPTED ON



Apple Inc.
Short-Term Payment Agreement Documentation Checklist

Documents Required Prior to Shipment

Scanned to Apple

NOTE: Please call Breanna Irvin at (312) 706-1738 with any questions.

Short-Term Payment Agreement	Obligor Signature, Name/Title	_____
Incumbency Certificate /Certificate of Appropriation	Obligor Signatures, Names/Titles <i>The Incumbency Certificate is to be executed by a different person than signer of the Agreement & Certificate of Appropriation. Signer of Incumbency Certificate may be any board member or Superintendent.</i>	_____
Obligor Invoice Instructions	Identify how agreement is to be invoiced.	_____
Purchase Order(s)	Purchase Order(s) must include: Apple Inc. c/o Apple Financial Services 216 W. Jackson Blvd., Chicago, IL 60606 as Vendor, Apple product quantity and description with extended price, "Apple Proposal No.: 2205364731" must be written in the body of the document, bill-to and ship-to name/address, PO number, and authorized signature. Additionally, please provide third party vendor contacts (if applicable). Apple will contact third party vendor(s) regarding invoice remittance.	_____ _____

NOTE: Please provide scanned copies of the above items to Breanna Irvin at birvin@apple-fin.com

Documents Required Prior to Funding


Mailed to

Originals of All the Above Documents	Document (& Payment) Remittance Address: Apple Financial Services Attention: Breanna Irvin 216 West Jackson Blvd., Ste. 200A Chicago, IL 60606	_____
Equipment Acceptance Date	Date to be entered on Short-Term Payment Agreement only after receipt of equipment has occurred.	_____

SHORT-TERM PAYMENT AGREEMENT

PAYEE: APPLE INC.

216 W. JACKSON BLVD., SUITE 200A, CHICAGO, IL 60606 PHONE: (877) 327-1727 FAX: (312) 706-1730

OBLIGOR INFORMATION					
OBLIGOR LEGAL NAME OXNARD SCHOOL DISTRICT			ADDRESS 1051 S A ST		
CITY OXNARD	COUNTY VENTURA	STATE CA	ZIP 93030	PHONE NUMBER 805-385-1501 EXT. 2401	FEDERAL TAX ID# 95-6002318
REPAYMENT SCHEDULE			OBLIGOR SIGNATURE		
NUMBER OF PAYMENTS: 1 AMOUNT OF PAYMENT(S): \$1,860,215.06 DUE DATE OF PAYMENTS: ON OR BEFORE 08/15/2019			<input checked="" type="checkbox"/>  AUTHORIZED SIGNATURE JANET PENANHOAT PRINT AUTHORIZED SIGNER NAME ASST. SUPERINTENDENT. BUSINESS & FISCAL SVCS. <input checked="" type="checkbox"/> AUTHORIZED SIGNER TITLE EQUIPMENT ACCEPTED ON THIS DATE		
IF OBLIGOR IS TAX EXEMPT FROM STATE SALES TAX, PLEASE ATTACH CERTIFICATE & WRITE TAX EXEMPT # ABOVE					
EQUIPMENT INFORMATION					
DESCRIPTION OF EQUIPMENT		MAKE AND TYPE	MODEL NUMBER	SERIAL NUMBER	UNIT QTY.
See "Exhibit 1" attached hereto and made a part hereof.					
EQUIPMENT LOCATION: LEAVE BLANK IF SAME AS ABOVE		ADDRESS			
CITY	STATE		ZIP		
SHORT-TERM PAYMENT AGREEMENT					
Obligor agrees to purchase the equipment and / or software fees described above (the "Equipment"). Obligor agrees to the terms and conditions of this SHORT-TERM PAYMENT AGREEMENT. Obligor agrees to pay payment(s) shown above on or before their due dates. Obligor is responsible for arranging delivery of the Equipment. The SHORT-TERM PAYMENT AGREEMENT will begin when the Equipment described above is delivered and installed. Obligor's signature on this SHORT-TERM PAYMENT AGREEMENT shall be deemed as Obligor's unconditional acceptance of delivery and installation of the Equipment.			a legally valid and binding obligation of the Obligor, enforceable according to its terms; and the person executing this SHORT-TERM PAYMENT AGREEMENT is legally authorized to bind the Obligor as provided herein.		
LATE FEES AND COLLECTION CHARGES: If any payment or other amount payable to Payee is not paid by its due date, Obligor agrees to pay Payee a late charge of 2.5% of the amount which is late. To the extent allowed by law, each late payment or non-payment of any past due amount will also accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid.			INSURANCE: Obligor will provide at Obligor's expense, property insurance for the Equipment, naming Payee as loss payee. Obligor will also obtain a public liability insurance policy covering any personal injury or third-party property damage, naming Payee as an additional insured. Obligor will provide Payee evidence of such insurance when requested.		
NO WARRANTY: Payee is financing the Equipment to Obligor as is. Obligor acknowledges that Payee is not the manufacturer of the Equipment and that Obligor has selected the Equipment and the supplier based on Obligor's own judgment. Payee makes no warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose in connection with this agreement. Obligor agrees to continue making payments to Payee under this SHORT-TERM PAYMENT AGREEMENT, regardless of any claims Obligor asserts against the manufacturer or supplier.			TAXES: Obligor will pay, when due, all taxes, fines and penalties relating to the use or Payee ownership of the Equipment under this SHORT-TERM PAYMENT AGREEMENT. SHORT-TERM PAYMENT AGREEMENT payments shown above do not include any applicable taxes. Payee will include any applicable taxes and fees, and invoice Obligor for those taxes. Obligor agrees to pay the tax and fees in addition to the SHORT-TERM PAYMENT AGREEMENT Payment. If Payee pays any taxes, fees or penalties for Obligor, Obligor will pay Payee on demand the amount Payee has paid on Obligor's behalf plus an administrative fee equal to 10% of the amount paid by Payee.		
ABSOLUTE OBLIGATION: Subject to Obligor's legal appropriations of funds, OBLIGOR'S OBLIGATION TO PAY PAYMENTS AND OTHER SUMS AND ALL OTHER OBLIGATIONS HEREUNDER SHALL BE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY ABATEMENT, SETOFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER.			DEFAULT: If Obligor does not pay any payment by its due date, or Obligor breaks any of the terms or conditions of this SHORT-TERM PAYMENT AGREEMENT, Obligor will be in default of this SHORT-TERM PAYMENT AGREEMENT. If Obligor defaults, Payee may require any combination of the following: (1) pay the remaining appropriated balance of the SHORT-TERM PAYMENT AGREEMENT, plus late fees provided herein, and (2) return all of the Equipment. Payee can use any and all remedies available to Payee under the Uniform Commercial Code or any other law. If Payee has to take possession of the Equipment, Obligor agrees to pay the cost of repossession. Obligor agrees Payee is not responsible for any consequential or incidental damages related to the default or actions taken by Payee in the event of default. Obligor agrees to pay Payee reasonable attorney's fees and costs associated with any legal action Payee may take in the event of Obligor's default. In the event of Obligor default under this SHORT-TERM PAYMENT AGREEMENT, Payee may retain any security deposits to insure Obligor performance under this SHORT-TERM PAYMENT AGREEMENT.		
EQUIPMENT LOCATION USE AND REPAIR: Obligor will keep and use the Equipment only at the location shown above. Obligor agrees that the Equipment cannot be moved without advance written permission. Obligor is responsible for keeping the Equipment in good repair, condition, and working order. Any and all alterations, modifications and attachments to the Equipment, which cannot be readily removed without damaging the function, use or economic value of the Equipment, shall immediately become a part of the Equipment and property of the Payee. Except for normal wear and tear, Obligor shall protect the Equipment from damage or any kind of loss and will continue to make payments if any damage or loss occurs. Payee is not responsible for any losses or damages caused by the installation or use of the Equipment, or from any other kind of loss while Obligor has the Equipment. If Obligor elects to return the Equipment to Payee, it must be returned to the location that Payee designates at Obligor's expense.			ASSIGNMENT: Obligor has no right to sell, transfer, assign or lease the Equipment or this SHORT-TERM PAYMENT AGREEMENT. Payee may sell, assign or transfer this SHORT-TERM PAYMENT AGREEMENT or Payee's rights in the Equipment without notice to Obligor. Obligor agrees that if Payee sells, assigns or transfers this SHORT-TERM PAYMENT AGREEMENT, the new owner will have the same rights or benefits Payee has now. Obligor agrees that the rights of the new owner will not be subject to any claim, defense or setoff that Obligor may have against Payee.		
OWNERSHIP, TITLE AND UCCs: Payee is the owner of the Equipment and has title to the Equipment. Payee is authorized to record UCC financing statements to show Payee's interest in the Equipment and proceeds thereof. Title to the Equipment shall pass to Obligor only upon satisfactory performance by Obligor of all its obligations hereunder.			CHOICE OF LAW: This SHORT-TERM PAYMENT AGREEMENT shall be governed by and interpreted according to the laws of the State in which Obligor is located.		
APPROPRIATION OF FUNDS In the event Obligor's obligations under this SHORT-TERM PAYMENT AGREEMENT are subject to Obligor's legal appropriations of funds and should Obligor fail to appropriate funds to make the payments under this SHORT-TERM PAYMENT AGREEMENT, Obligor shall return the Equipment per the terms of this SHORT-TERM PAYMENT AGREEMENT. Upon the return of the Equipment, Obligor's payment obligations shall terminate.			AGREEMENT: Obligor agrees that the terms and conditions contained in this SHORT-TERM PAYMENT AGREEMENT make up the entire agreement between Payee and Obligor regarding the purchase of the Equipment. Any change in any of the terms and conditions of this SHORT TERM PAYMENT AGREEMENT must be in writing and signed by Payee. Obligor agrees that any delay or failure to enforce Payee rights under this SHORT-TERM PAYMENT AGREEMENT does not prevent Payee from enforcing any right at a later time. All of Payee rights and indemnities will survive the termination of this agreement. This SHORT-TERM PAYMENT AGREEMENT may not be terminated early. This SHORT-TERM PAYMENT AGREEMENT is not binding on Payee until Payee signs below. This SHORT-TERM PAYMENT AGREEMENT and the Equipment are intended for essential government purposes only.		
REPRESENTATIONS AND WARRANTIES: Obligor represents and warrants that this SHORT-TERM PAYMENT AGREEMENT is					
PAYEE: APPLE INC.		BY	TITLE	ACCEPTED ON	
X					

**EXHIBIT 1 – EQUIPMENT INFORMATION
to Short-Term Payment Agreement**


Part #	Description	QTY	Requested Price	Extended
BN3U2LL/A	iPad Wi-Fi 32GB - Space Gray (10-pack)	450	\$2,770.00	\$1,246,500.00
S6731LL/A	AC+ FOR IPAD / IPAD MINI WSF 3YR	4,500	\$79.00	\$355,500.00
BNBW2LL/A	Brenthaven Edge™ 360 Case for 9.7-inch iPad (5th & 6th Gen) Gray - Special 10-Pack Pricing	450	\$299.50	\$134,775.00
D6985LL/A	APS REMOTE PROJECT MGMT SVCS-4HRS-USA	6	\$0.00	\$0.00
D6160LL/A	APS CUSTOM IPAD DEPLOY OFFSITE SVCS-USA	4,500	\$10.50	\$47,250.00
HM7A2LL/A	Mosyle Manager for iOS, macOS and tvOS Subscription License (1 year)	4,500	\$0.00	\$0.00
TOTAL EQUIPMENT COST:				\$1,784,025.00
SALES TAX:				\$53,690.06
eWASTE:				\$22,500.00
TOTAL AGREEMENT:				\$1,860,215.06

Includes all attachments, proceeds, replacements, substitutions, repairs, restorations, modifications and improvements thereof or thereto

INCUMBENCY CERTIFICATE

I, the undersigned, do certify that:

The person who executed the Short-Term Payment Agreement and any related documents, (collectively the "Agreement") by and between APPLE INC. ("Payee") and **OXNARD SCHOOL DISTRICT** ("Obligor") on behalf of Obligor and whose genuine signature appears thereon, is a duly qualified and acting officer of the Obligor as stated beneath his/her signature and has been authorized to execute the Agreement.

OBLIGOR: Oxnard School District
SIGNATURE*: X 
PRINTED NAME: DR. ANABOLENA DEGENNA
TITLE: ASSISTANT SUPERINTENDENT,
EDUCATIONAL SERVICES

(*THE INCUMBENCY CERTIFICATE IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS AGREEMENT AND RELATED CERTIFICATE OF APPROPRIATION. THIS MAY BE ANY BOARD MEMBER OR SUPERINTENDENT.)

CERTIFICATE OF APPROPRIATION

I, JANET PENANHOAT, ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES, of the Oxnard School District, hereby certify that the payment due by the of AUGUST 15TH, 2019 in the total amount of \$1,860,215.06 under that certain Short-Term Payment Agreement (the "Agreement") between the Oxnard School District ("Obligor") and APPLE INC. ("Payee") for the fiscal year beginning JULY, 2019 and ending JUNE, 2020 has been budgeted and is within an available, unexhausted and encumbered appropriation for the Obligor.

IN WITNESS WHEREOF, I have set my hand this 3RD day of JUNE, 2019.

OBLIGOR: Oxnard School District
AUTHORIZED SIGNATURE: 
PRINTED NAME/TITLE: JANET PENANHOAT ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES
DATE: JUNE 3, 2019



Essential Use Audit for Short-Term Payment Agreement

- 1) What is/are the sources of funding for repayment of the Short-Term Payment Agreement?
- | | |
|--|--|
| <input type="checkbox"/> Local Tax Revenues | Federal Financial Assistance Programs: |
| <input type="checkbox"/> State Unrestricted Aid | <input type="checkbox"/> Title I |
| <input type="checkbox"/> State Categorical Revenues for Technology | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> General Fund | |
| <input type="checkbox"/> Other: _____ | |

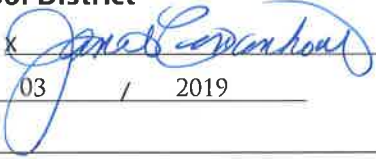
Are the funds for the payment(s) due under the Short-Term Payment Agreement budgeted and within an available, unexhausted, and encumbered appropriation? YES NO IF NO, why are the funds not encumbered in an approved budget? _____

2) Has the governing Board approved entering into the Short-Term Payment Agreement? YES If yes, please provide a copy of Board minutes or resolution. NO IF NO, why is a board approval not required or when will the board approve entering into the Short Term Payment Agreement?
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 19, 2019.

3) Has the Obligor ever non-appropriated funds? NO YES If YES, please provide details regarding any non-appropriation: _____

4) Federal Tax Identification/FEIN #: 95-6002318

Obligor: **Oxnard School District**

Completed/Signature By: 

Title: ASSISTANT SUPERINTENDENT,
BUSINESS & FISCAL SERVICES

Date: 06 / 03 / 2019

OBLIGOR INVOICE INSTRUCTIONS

(The information you provide enables us to invoice you correctly.)

OBLIGOR: Oxnard School District

BILL TO ADDRESS:

1051 SOUTH A STREET
OXNARD, CA 93030

BILLING CONTACT:

First and Last Name: JANET PENANHOAT
Title: ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES
Phone #: 805-385-1501, EXT. 2401
Fax #: 805-487-2118
Email address: JPENANHOAT@OXNARDSD.ORG

PURCHASE ORDER #:

Invoice(s) require purchase order number(s): YES NO

EQUIPMENT DETAILS:

Invoice(s) requires equipment details: YES NO
(Otherwise reference to agreement only will be made.)

ADDITIONAL INFORMATION NEEDED ON INVOICE:

PURCHASE ORDER NUMBER, AS STATED ABOVE.

APPLE FINANCIAL SERVICES

216 W. Jackson Blvd., Suite 200A
 Chicago, IL 60606
 Tel (877) 327-1727
 Tel (312) 706-1730

INVOICE NO.: -1


INVOICE DATE

DUE DATE

07/01/2019	08/15/2019
------------	------------

INVOICE TO: Oxnard School District
 Attn: Accounts Payable

REMIT TO: Apple Financial Services
 216 W. Jackson Blvd, Suite 200A
 Chicago, IL 60606

DESCRIPTION	AMOUNT
Agreement Number:	Payment Number 1 of 1
PO Number:	
DESCRIPTION OF EQUIPMENT: Equipment as described in Exhibit 1 to the Short Term Payment Agreement between Oxnard School District ("obligor") and Apple Inc. ("payee")	
	
Past Due Balance:	\$0.00
Late Fee:	\$0.00
Documentation Fee:	\$0.00
Total Due:	\$1,860,215.06
TOTAL DUE	\$1,860,215.06
Terms: NET CASH ON DUE DATE Please refer to our invoice no. on remittance	

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Amendment #3 to Agreement #18-114 – Exceptional Educational Consultants Inc. (DeGenna/Madden)

At the Board Meeting of September 19, 2018, the Board of Trustees approved Agreement #18-114 with Exceptional Educational Consultants, Inc., in the amount not to exceed \$20,000.00 for the 2018-2019 school year. Exceptional Educational Consultants, Inc. provides consultation to teachers and specialists at Sierra Linda School on a regular basis, including review of Individualized Education Plans (IEP), IEP meeting preparation, and classroom organizational and instructional strategies, and also provides personnel development to district staff on topics requested by the district on a periodic basis, with review and feedback as the schedule allows.

At the Board meeting of February 20, 2019, the Board of Trustees approved Amendment #1 to Agreement #18-114, in the amount of \$15,000.00 to cover additional services, for a new total agreement amount of \$35,000.00.

At the Board meeting of May 1, 2019, the Board of Trustees approved Amendment #2 to Agreement #18-114, in the amount of \$25,000.00 to cover additional services, for a new total agreement amount of \$60,000.00.

Amendment #3 is necessary to cover the final adjusted cost of services through the end of the 2018-2019 fiscal year, in the amount not to exceed \$11,250.00, for a total agreement amount of \$71,250.00.

FISCAL IMPACT:

Not to exceed \$11,250.00 - 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 Amendment #3 to Agreement #18-114 with Exceptional Educational Consultants Inc.

ADDITIONAL MATERIALS:

Attached: [Amendment #3 \(1 Page\)](#)
[Amendment #2 \(1 Page\)](#)
[Amendment #1 \(1 Page\)](#)
[Agreement #18-114 - Exceptional Educational Consultants Inc. \(14 Pages\)](#)

**Amendment #3 to Agreement #18-114 with
Exceptional Educational Consultants, Inc.
August 7, 2019**

At the Board Meeting of September 19, 2018, the Board of Trustees approved Agreement #18-114 with Exceptional Educational Consultants, Inc., in the amount not to exceed \$20,000.00 for the 2018-2019 school year. Exceptional Educational Consultants, Inc. provides consultation to teachers and specialists at Sierra Linda School on a regular basis, including review of Individualized Education Plans (IEP), IEP meeting preparation, and classroom organizational and instructional strategies, and also provides personnel development to district staff on topics requested by the district on a periodic basis, with review and feedback as the schedule allows.

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Amendment #3 is necessary to cover the final adjusted cost of services through the end of the 2018-2019 fiscal year, in the amount not to exceed \$11,250.00, for a total agreement amount of \$71,250.00.

EXCEPTIONAL EDUCATIONAL CONSULTANTS, INC.:

By: _____ Date: _____
Frances E. Arner-Costello

OXNARD SCHOOL DISTRICT:

By: _____ Date: _____
Lisa A. Franz, Director, Purchasing

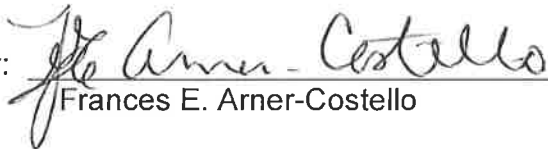
**Amendment #2 to Agreement #18-114 with
Exceptional Educational Consultants, Inc.
May 1, 2019**

At the Board Meeting of September 19, 2018, the Board of Trustees approved Agreement #18-114 with Exceptional Educational Consultants, Inc., in the amount not to exceed \$20,000.00 for the 2018-2019 school year. Exceptional Educational Consultants, Inc. provides consultation to teachers and specialists at Sierra Linda School on a regular basis, including review of Individualized Education Plans (IEP), IEP meeting preparation, and classroom organizational and instructional strategies, and also provides personnel development to district staff on topics requested by the district on a periodic basis, with review and feedback as the schedule allows.

At the Board meeting of February 20, 2019, the Board of Trustees approved Amendment #1 to Agreement #18-114, in the amount of \$15,000.00 to cover additional services, for a new total agreement amount of \$35,000.00.

Amendment #2 is necessary to increase the number of students referred for an Independent Educational Evaluation through the remainder of the fiscal year, in the amount not to exceed \$25,000.00, for a new total agreement amount of \$60,000.00.

EXCEPTIONAL EDUCATIONAL CONSULTANTS, INC.:

By: 
Frances E. Arner-Costello

Date: 4.8.19

OXNARD SCHOOL DISTRICT:

By: 
Lisa A. Franz, Director, Purchasing

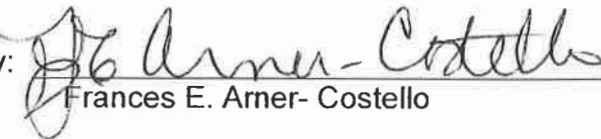
Date: 5-9-19

**Amendment #1 to Agreement #18-114 with
Exceptional Educational Consultants, Inc.
February 20, 2019**

At the Board Meeting of September 19, 2018, the Board of Trustees approved Agreement #18-114 with Exceptional Educational Consultants, Inc., in the amount not to exceed \$20,000.00 for the 2018-2019 school year. Exceptional Educational Consultants, Inc. provides consultation to teachers and specialists at Sierra Linda School on a regular basis, including review of Individualized Education Plans (IEP), IEP meeting preparation, and classroom organizational and instructional strategies, and also provides personnel development to district staff on topics requested by the district on a periodic basis, with review and feedback as the schedule allows.

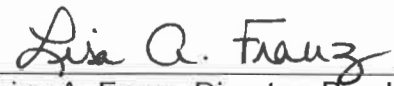
Amendment #1 is necessary to increase the number of students referred for an Independent Educational Evaluation through the remainder of the fiscal year, in the amount not to exceed \$15,000.00, for a new total agreement amount of \$35,000.00.

EXCEPTIONAL EDUCATIONAL CONSULTANTS, INC.:

By: 
Frances E. Amer-Costello

Date: 2-6-19

OXNARD SCHOOL DISTRICT:

By: 
Lisa A. Franz, Director, Purchasing

Date: 2-27-19

OXNARD SCHOOL DISTRICT

Agreement #18-114

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 19th day of September, 2018 by and between the Oxnard School District ("District") and Exceptional Educational Consultants Inc. ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from September 20, 2018 through June 30, 2019 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation shall not exceed Twenty Thousand Dollars No Cents (\$20,000.00), at the rate of \$90.00 per hour, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 (Initials)

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

 (Initials)

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

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

 (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

 (Initials)

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

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

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

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

To Consultant: Exceptional Educational Consultants Inc.
 10677 Inyo Street
 Ventura, CA 93004
 Attention: Fran Arner-Costello
 Phone: (805) 469.6919
 Email: farnerco@hotmail.com

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

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

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

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

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

**EXCEPTIONAL EDUCATIONAL
CONSULTANTS INC.:**

Lisa A. Franz
Signature

FE Arner-Costello
Signature

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

FE Arner-Costello
Typed Name/Title

9-21-18
Date

9.31.18
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 81-1465928

- Not Project Related
- Project #18-114

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-114

SERVICES

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

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

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

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

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

Not Project Related

Project #18-114

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-114

COMPENSATION

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

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

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

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

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

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

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-114

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #18-114

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and ~~Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

Not Project Related

Project #18-114

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-114

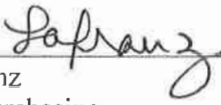
CONFLICT OF INTEREST CHECK

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

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

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

Date: 9-21-18

By: 
Lisa A. Franz
Director, Purchasing

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

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

August 13, 2018

To: Oxnard School District

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

Subject: Proposal for consultant services to Oxnard School District



SCOPE OF WORK:

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

DATES OF SERVICE:

September 2018 - June 30, 2019

RATE:

\$90 per hour, upon invoice from contractor

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Approval of Contractor Contingency Allocation No. 005 to Construction Services Agreement #16-199 with Bernards Bros. Inc. for the Elm Elementary School Reconstruction Project (Penanhoat/CFW)

The Oxnard School District ("District") Board of Trustees ("Board") Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of Elm Elementary School ("Project"). The Project includes the reconstruction of the school at the existing Elm school site.

During the Regular Meeting of December 14, 2016, the Board of Trustees approved the Construction Services Agreement between the Oxnard School District and Bernards Bros. Inc. for the Project. During that Meeting, the inclusion of a Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars and No Cents (\$678,841.00) Contractor Contingency was explained. The Contractor Contingency is for payment of very specific items of Work: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

With the inclusion of Contractor Contingency Allocation #005, \$669,498.00 of Contractor Contingency funds (including CAR No. 005) will have been utilized. The remaining Contractor Contingency sum is \$9,343.00.

Contractor Contingency Allocation No. 005 provides for the Board's approval of eight (8) items of cost agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency. Contractor Contingency Allocation No. 005 will not increase Contract Time.

FISCAL IMPACT:

Contractor Contingency Allocation No. 005 will be a COST to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of Forty-Two Thousand Five Hundred Twenty-Seven Dollars and Zero Cents (\$42,527.00) to be paid out of the Master Construct and Implementation Funds.

The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Elm Elementary School Reconstruction Project. The Remaining Contractor Contingency Balance after Allocation No. 005 will be Nine Thousand Three Hundred Forty-Three Dollars and Zero Cents (\$9,343.00).

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approval Contractor Contingency Allocation No. 005 to Construction Services Agreement #16-199 with Bernards Bros Inc. for additional items of work related to the Elm Elementary School Reconstruction Project.

ADDITIONAL MATERIALS:

- Attached: Contractor Contingency Allocation No. 005 (2 Pages)**
- #16-199 CAR 23R1 - Waterproof Curbs (15 Pages)**
- #16-199 CAR 115R1 - Fire Smoke Dampers at Admin (7 Pages)**
- #16-199 CAR 163 - Markerboard Backing (8 Pages)**
- #16-199 CAR 166 - Add Plaster CJ Backing (10 Pages)**
- #16-199 CAR 233R2 - Drinking Fountain Furred Walls (16 Pages)**
- #16-199 CAR 244R1 - Plaster Soffits at 2nd Floor Breezeway (22 Pages)**
- #16-199 CAR 270R1 - Paint HVAC Louvers (3 Pages)**
- #16-199 CAR 358R2 - Restaking (4 Pages)**
- Construction Services Agreement #16-199, Bernards (108 Pages)**



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: August 7, 2019

CONTRACTOR CONTINGENCY ALLOCATION NO. 005

PROJECT: ELM STREET ELEMENTARY SCHOOL
O.S.D. BID No. N/A
O.S.D. Agreement No. 16-199

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

ARCHITECT SVA Architects
 6 Hutton Centre Drive, #1150
 Santa Ana, CA 92707

CONTRACTOR:
 Bernards Bros. Inc.
 555 First Street
 San Fernando, CA 91340
 Attn: Carl Magness

Architects Proj. No.: 2013-40159
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116407

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	678,841.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	(626,971.00)
ADJUSTED CONTINGENCY SUM	\$	51,870.00
<u>NET CHANGE</u>	<u>\$</u>	<u>(42,527.00)</u>
Total Contingency Allocations to Date:	\$	(669,498.00)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 005.....	\$	9,343.00

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	CAR No. 23R1- Waterproof Curbs		\$6,672.00		
2.	CAR No. 115R1- Fire Smoke Dampers at Admin		\$2,476.00		
3.	CAR No. 163- Marker board Backing			\$13,981.00	
4.	CAR No. 166- Add plaster CJ Backing		\$6,423.00		
5.	CAR No. 233R2- Drinking Fountain Furred Walls		\$4,836.00		
6.	CAR No. 244R1- Plaster Soffits at 2 nd Floor Breezeway		\$1,378.00		
7.	CAR No. 270R1- Paint HVAC Louvers		\$4,361.00		
8.	CAR No. 358R2- Restaking		\$2,400.00		
9.					
	TOTAL		\$28,546.00	\$13,981.00	

Total Contractor Contingency Allocation Approval No. 005 \$ 42,527.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

DATE: _____

ASSISTANT SUPERINTENDENT, BUSINESS AND FISCAL SERVICES:

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



CONTINGENCY ALLOCATION REQUEST

CAR No. 23 R1

Date: 2/11/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Waterproof Curbs

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-6,672
	Subtotal:	-6,672

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add waterproofing to exterior curbs that retain soil.	Eberhard Inc	6,672
Reason: No detail shown on plans. This is additional work not included in the original scope.		
Requested By: SVA Architects		
Ref: RFI 18R		
	Subtotal:	6,672

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

**BERNARDS BUILDERS MANAGEMENT SERVICES
HOURLY LABOR COST RATES**

Sub/Contractor:	<u>EBERHARD</u>	Trade:	<u>Roofing</u>	
Date:	<u>9-Aug-17</u>	Classification:	<u>Journeyman</u>	
Project:	<u>Elm Elementary School</u>	Union:	<table border="1"><tr><td align="center">X</td></tr></table>	X
X				
Rate Effective Through:	<u>8/01/2017 - 07/31/2018</u>	Non Union:	<table border="1"><tr><td> </td></tr></table>	

	<u>Straight Time</u>	<u>Overtime (1 & 1/2)</u>	<u>Premium Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 33.32	\$ 49.98	\$ 16.66
Vacation & Holiday Accrual	\$ 3.75	\$ 3.75	\$ 3.75
Hourly Taxable Wage Costs Subtotal	\$ 37.07	\$ 53.73	\$ 20.41
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.30	\$ 3.33	\$ 1.27
Medicare	\$ 0.54	\$ 0.78	\$ 0.30
FUI	\$ 0.67	\$ 0.97	\$ 0.37
SUI	\$ 2.30	\$ 3.33	\$ 1.27
Workman's Compensation Insurance	\$ 9.29	\$ 9.29	\$ 9.29
General Liability Insurance (N/A - OCIP GL)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 15.09	\$ 17.69	\$ 12.48
C. HOURLY BENEFITS			
Health and Welfare (or equivalent)	\$ 8.06	\$ 8.06	\$ 8.06
Pension & Retirement (or equivalent)	\$ 6.90	\$ 6.90	\$ 6.90
Training (or equivalent)	\$ 1.26	\$ 1.26	\$ 1.26
Hourly Benefits Subtotal	\$ 16.22	\$ 16.22	\$ 16.22
TOTAL HOURLY WAGE (A+B+C)	\$ 68.38	\$ 87.64	\$ 49.11

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 |
| 3. Small tools | 8. Supervision |



REQUEST FOR INFORMATION

RFI No.: 18R

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Perimeter Curbs follow-up question

Date: 05-30-17
Discipline: Civil

Response Requested By: 04-19-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Ref. C-06, 2/S303, 1/S303,

1. RFI response says it is acceptable to use 1/S303-curb detail. Will it be acceptable for the total curb height to exceed 1'-0" MAX ? The curb will be approximately 1' - 9' 1/4".
2. Is additional reinforcing required if the curb exceeds 1' - 0" Max?
3. What is the water proofing detail where the exterior building curbs retain soil as depicted in 1/S-303?
4. Add 6" to curb height per code requirement ? See attached 1/ S-303

ANSWER

1. Refer to CCD 4.
2. Follow reinforcing for curbs in 11/S-301.
PSE-David-06/01/17
3. See attached sketch for waterproofing detail.
4. Refer to CCD 4 and attached sketch for curb height locations.
SVA-Tom 7/10/17

Response Provided By: _____
Name Company Date

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 18R

Project: Elm Elementary School Reconstruction Project

Date: 05-30-17

Discipline: Civil

Subject: Perimeter Curbs follow-up question

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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QUESTION

Ref. C-06, 2/S303, 1/S303,

- RFI response says it is acceptable to use 1/S303-curb detail. Will it be acceptable for the total curb height to exceed 1'-0" MAX ? The curb will be approximately 1' - 9' 1/4".
- Is additional reinforcing required if the curb exceeds 1' - 0" Max?
- What is the water proofing detail where the exterior building curbs retain soil as depicted in 1/S-303?
- Add 6" to curb height per code requirement ? See attached 1/ S-303

ANSWER

Response

- Refer to CCD 4.
- Follow reinforcing for curbs in 11/S-301.
PSE - David 06/07/17
- See attached sketch for waterproofing detail
- Refer to CCD 4 and attached sketch for curb height locations
SVA-Tom 7/10/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	7/11/2017
Abdellatif Enterprises	Hazem Abdellatif	7/11/2017
ACSS	Kevin Charnesky	7/11/2017
Taft Electric	Matt Gobuty	7/11/2017
Ebheard Roofing	Mike Williams	7/11/2017
JT Wimsatt Contracting	Raymond Krikorian	7/11/2017
Stantru Reinforcing Steel	Steve Kendrick	7/11/2017



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 18R

Project: Elm Elementary School Reconstruction Project

Date: 05-30-17

Discipline: Civil

Subject: Perimeter Curbs follow-up question

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards

Project: Elm Elementary School Reconstruction Project

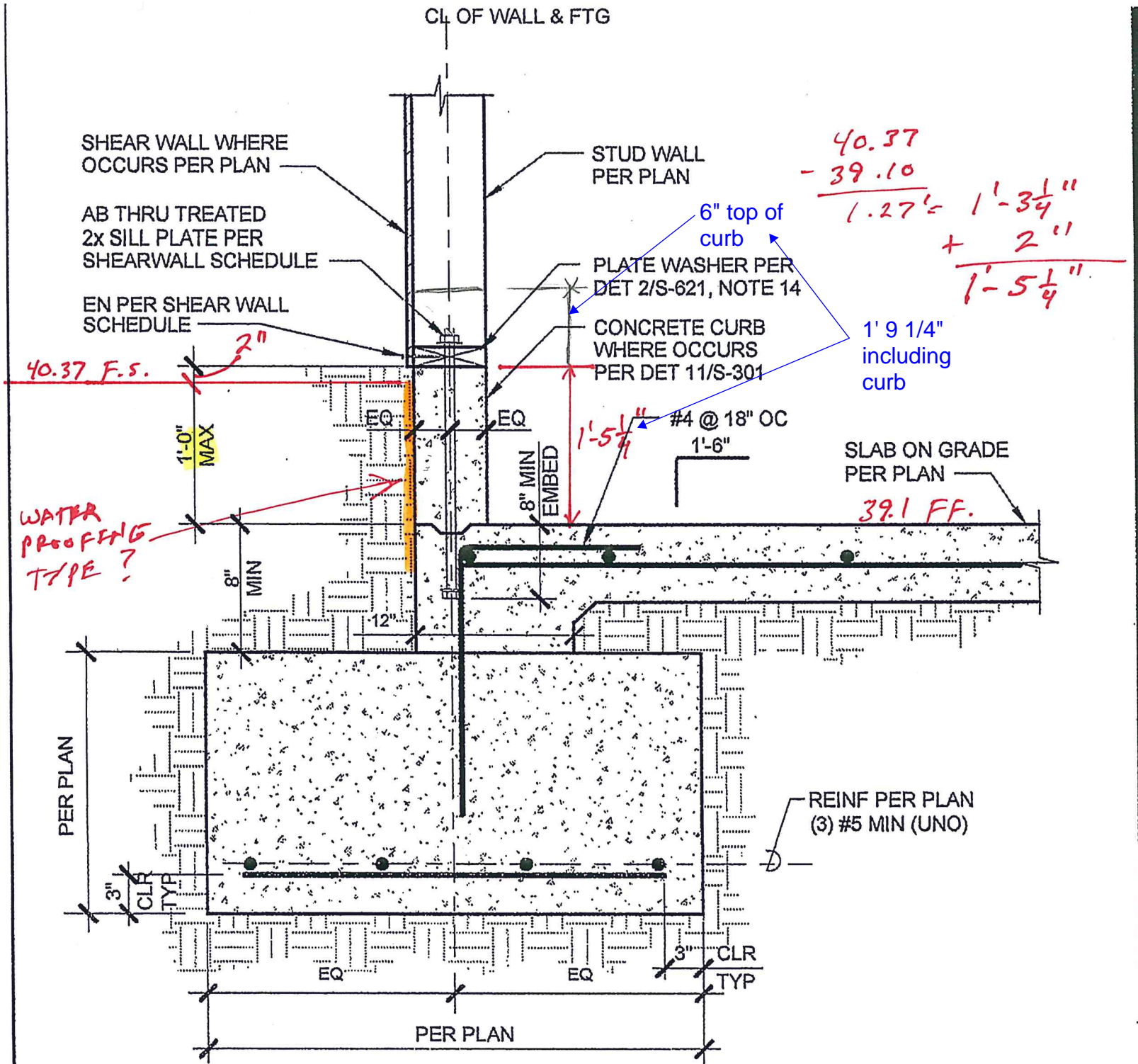
Job No. 1636.

2 of 2

REQUEST FOR INFORMATION

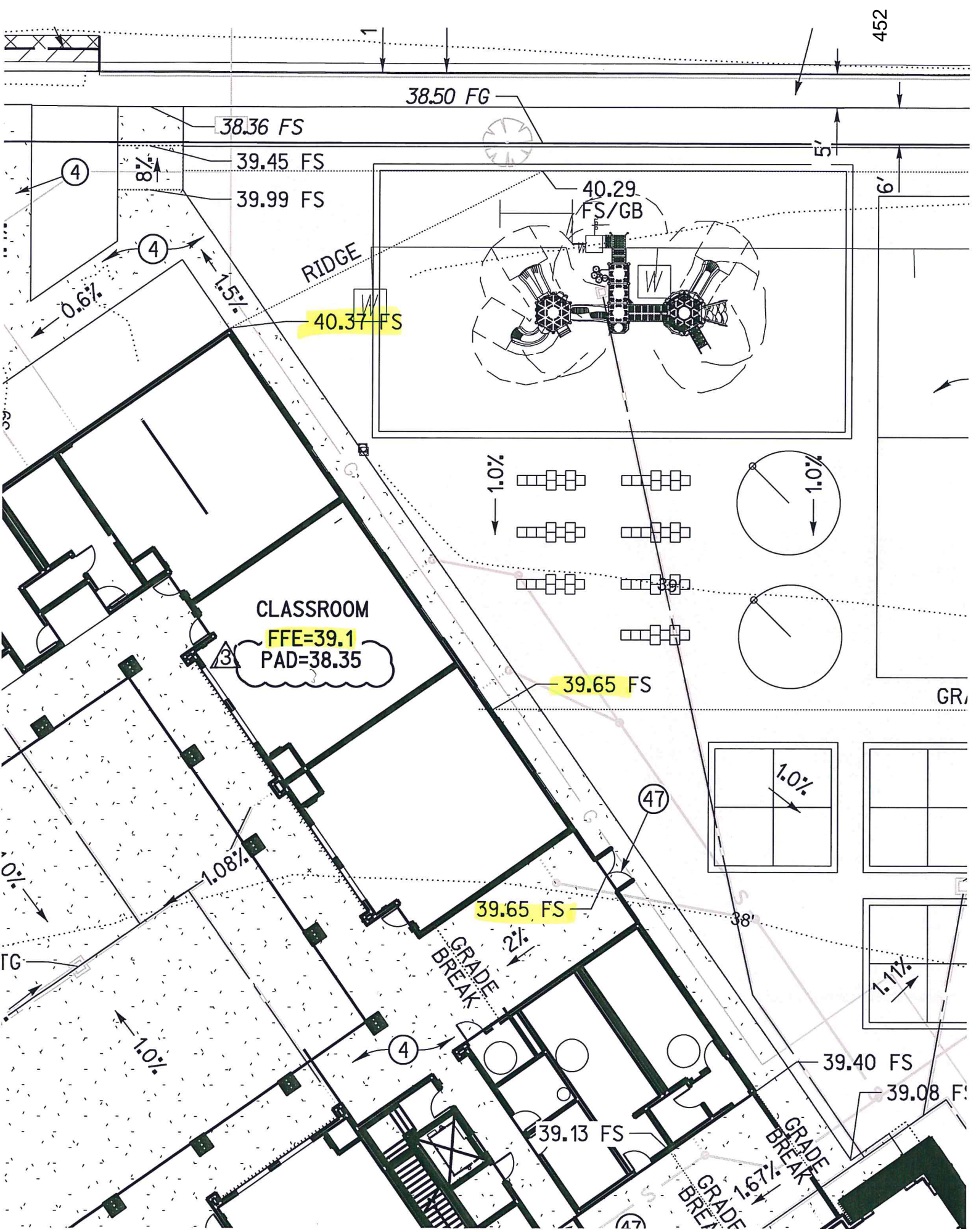
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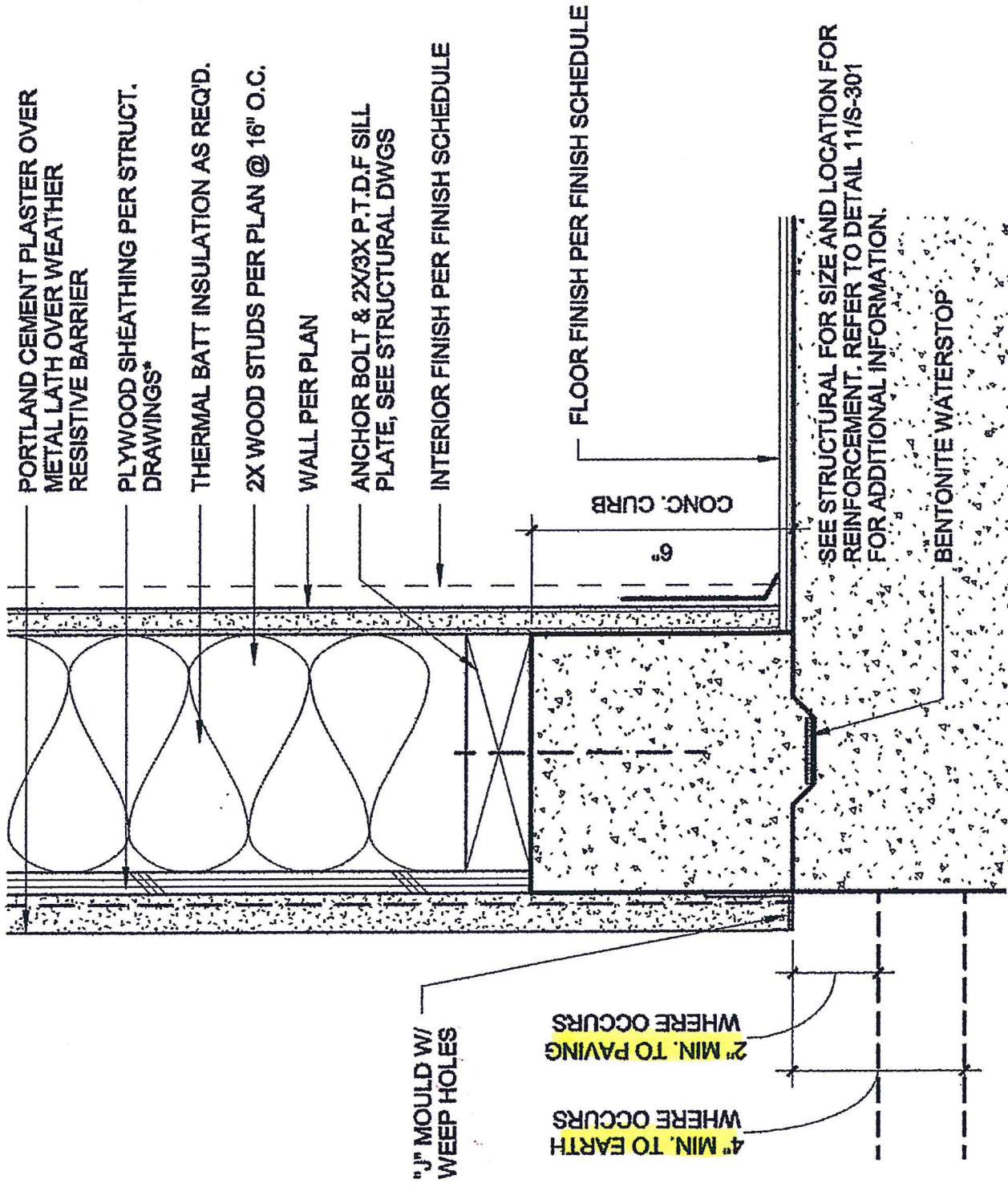
450



EXTERIOR WALL FOUNDATION







NOTE:

* APPLY NON-STRUCTURAL SHEATHING TO ALL EXT. SURFACES WHERE STRUCT. SHEATHING DOES NOT OCCUR. FOR STRUCT. SHEATHING SEE STRUCT. DWGS. REFER TO NAILING SCHEDULE 2/S-621



REQUEST FOR INFORMATION

RFI No.: 18

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 04-12-17
Discipline: Civil

Subject: Perimeter Curbs

Response Requested By: 04-19-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C-06		
S 303	2	

QUESTION

Ref. C-06, 2/S303

The grading sheet C-06 shows FS is 40.37 and the inside FF is 39.1 with a difference of 1' -3 1/4".
Detail 2 /S303 calls out no perimeter curbs. Please advise

ANSWER

Structurally acceptable to use 1/S303 along that area where curb is required based on FS vesus FF elevations.
PSE - 04/14/17

Perimeter curbs are required at all exterior walls and all wet areas within each building, ie: restrooms, janitors room, kitchen, etc.
SVA - 4-19-17

Response Provided By: _____
Name Company Date

Question Initiated By: Raymond Krikorian - JT Wimsatt Contracting Co Inc - Author Number: 003

Submitted By: Gina Sierra - Bernards

Request For Information



Project: 1701- Elm St Elementary

To: Gina Sierra
Bernards Builders
555 First Street

San Fernando CA 91340

RFI #: NA

Contractor RFI #: 003

Subcontractor RFI #:

Initiated By: JT Wimsatt

Date: 4/10/2017

Ref. Drawing:

Subject:

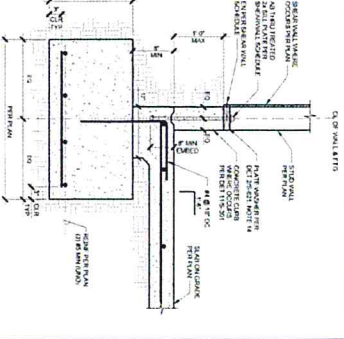
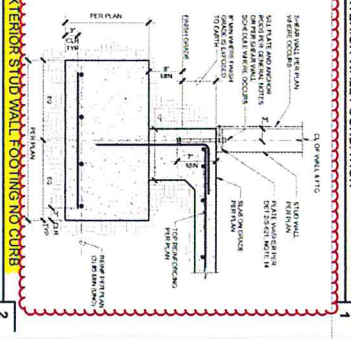
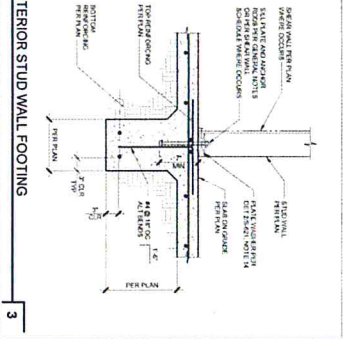
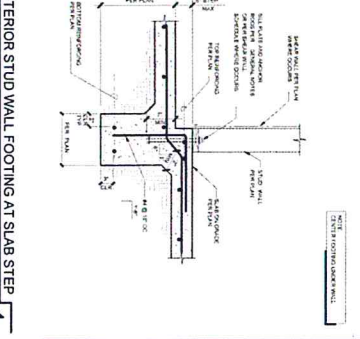
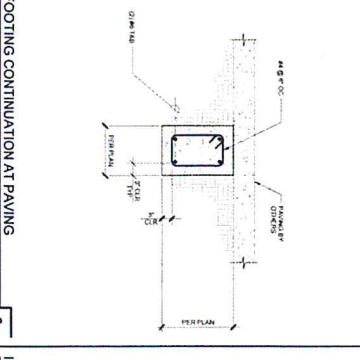
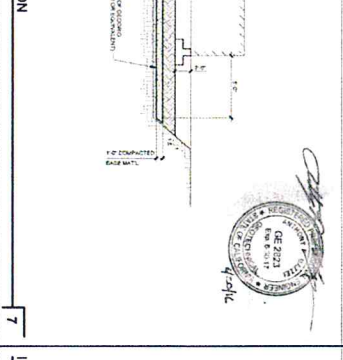
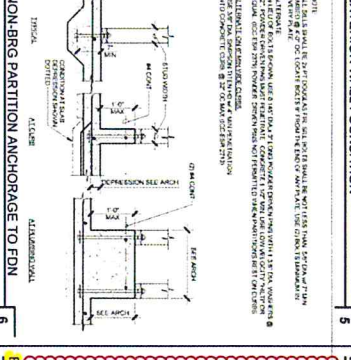
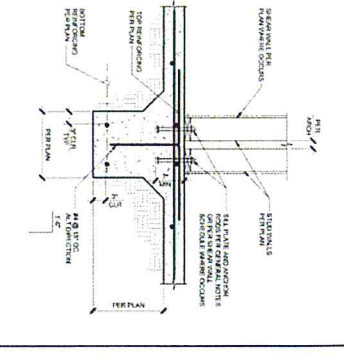
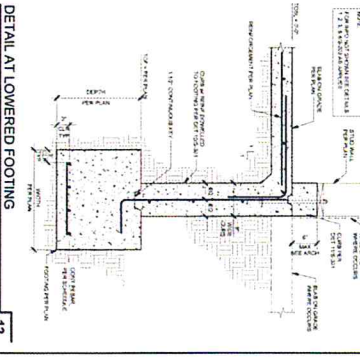
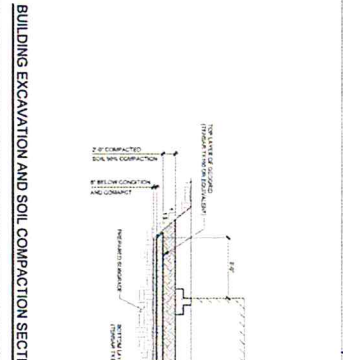
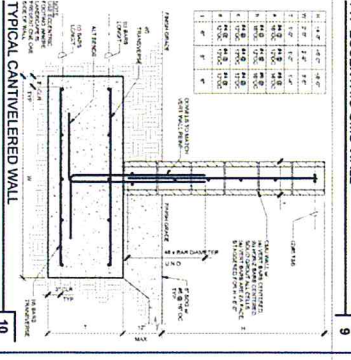
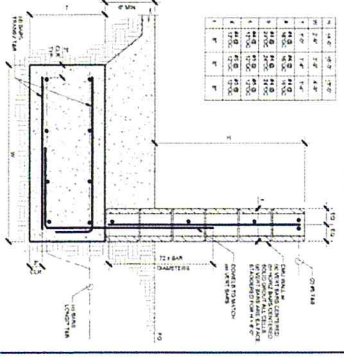
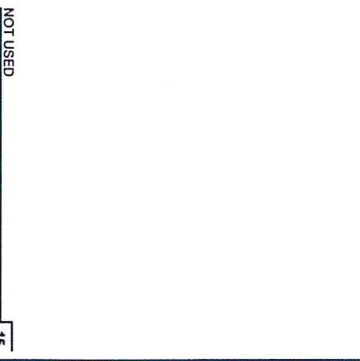
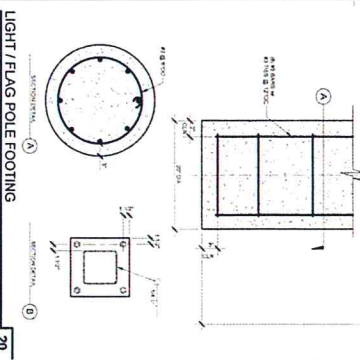
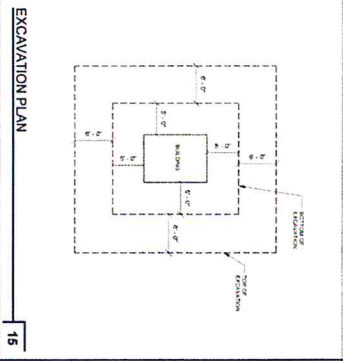
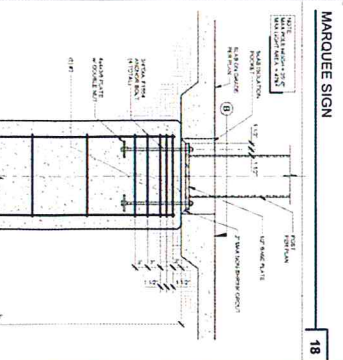
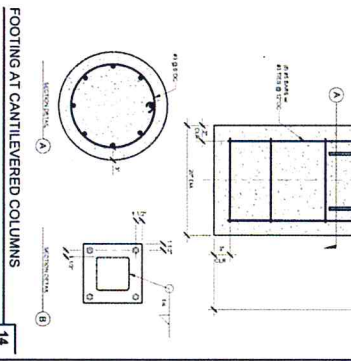
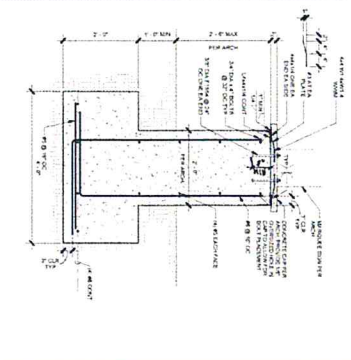
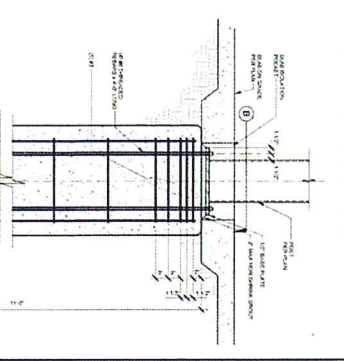
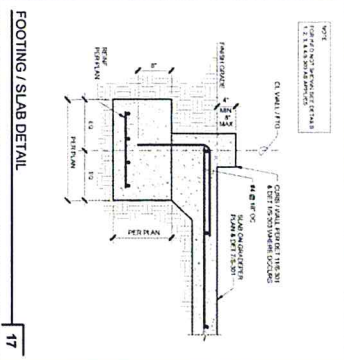
Perimeter Curbs

Request:

The grading sheet C-06 shows outside FS is 40.37 and the inside FF is 39.1 with a difference of 1'-3 1/4".
Detail 2/S303 calls out no perimeter curbs. Please advise.

From: Raymond Krikorian
JT Wimsatt Contracting Co., Inc.

Required By: 4/17/2017



OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

ARCHITECT: SVA ARCHITECT

DATE SUBMITTED: JAN 21 2013

PROJECT NO: 2013

SHEET NUMBER: S-30

TYPICAL CONCRETE DETAILS

REVISIONS:

DESCRIPTION	DATE

DATE SUBMITTED: JAN 21 2013

PROJECT NO: 2013

SCALE:

DATE: JAN 21 2013

AC / FIS SS 2-4

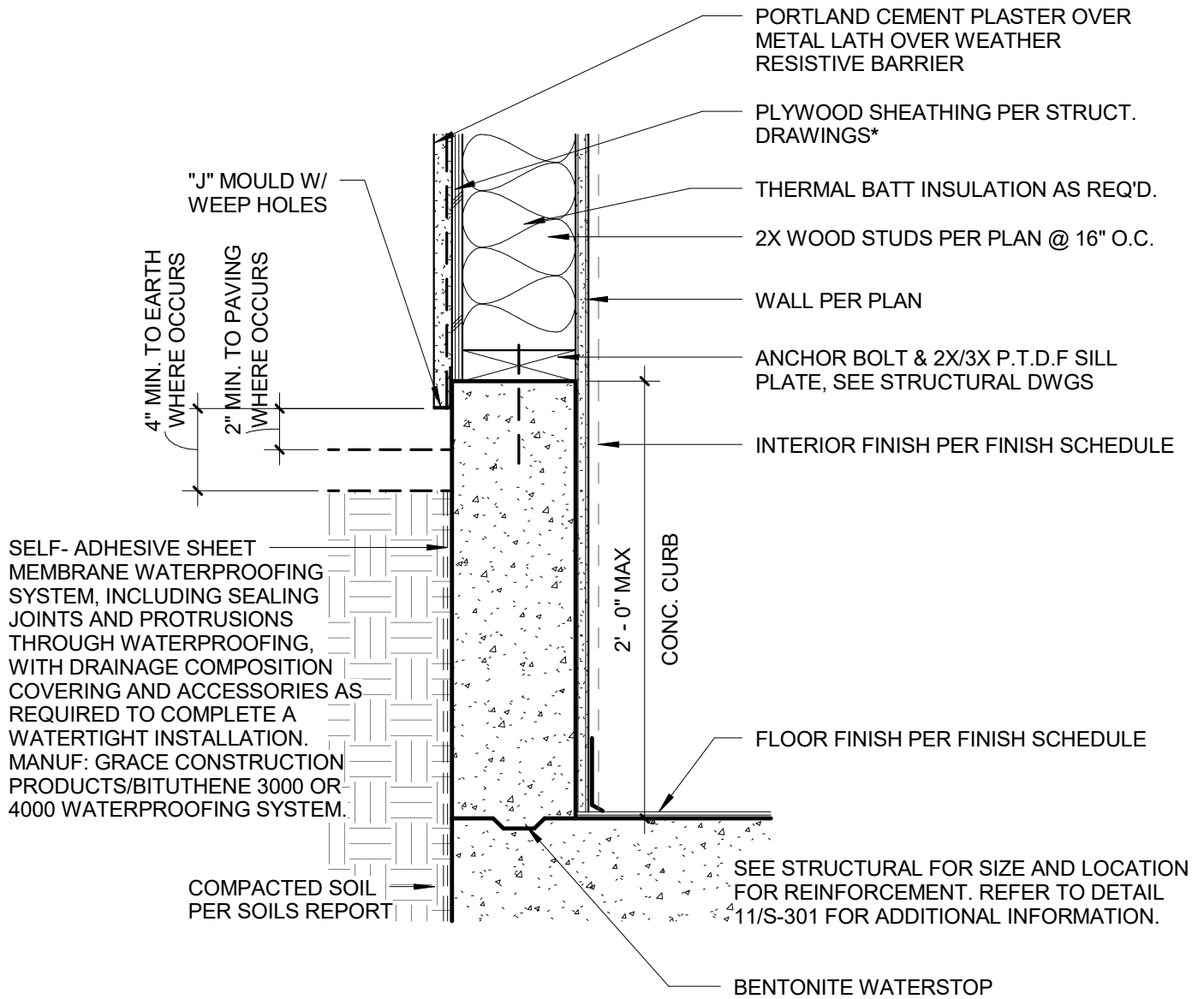
A# 03-116407

INSPECTOR: STATE ARCHITECT

OFFICE OF REGULATION SERVICE

AC / FIS SS 2-4

DATE: JAN 21 2013



NOTE:
 * APPLY NON-STRUCTURAL SHEATHING TO ALL EXT. SURFACES WHERE STRUCT. SHEATHING DOES NOT OCCUR. FOR STRUCT. SHEATHING SEE STRUCT. DWGS. REFER TO NAILING SCHEDULE 2/S-621



DESCRIPTION: EXTERIOR CURB WATERPROOFING DETAIL	DRAWING REFERENCE:	ASK #: SKA-1
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL	ISSUE REFERENCE: --	DATE 07/05/17
PROJECT NUMBER: 1340121		SCALE 1 1/2" = 1'-0"
		DRAWN BY Author

PER RFI-18A
1'-9 1/4" CURB

39.65 FS

40.37 F.S.

6" CURB

40.00 +/- FS

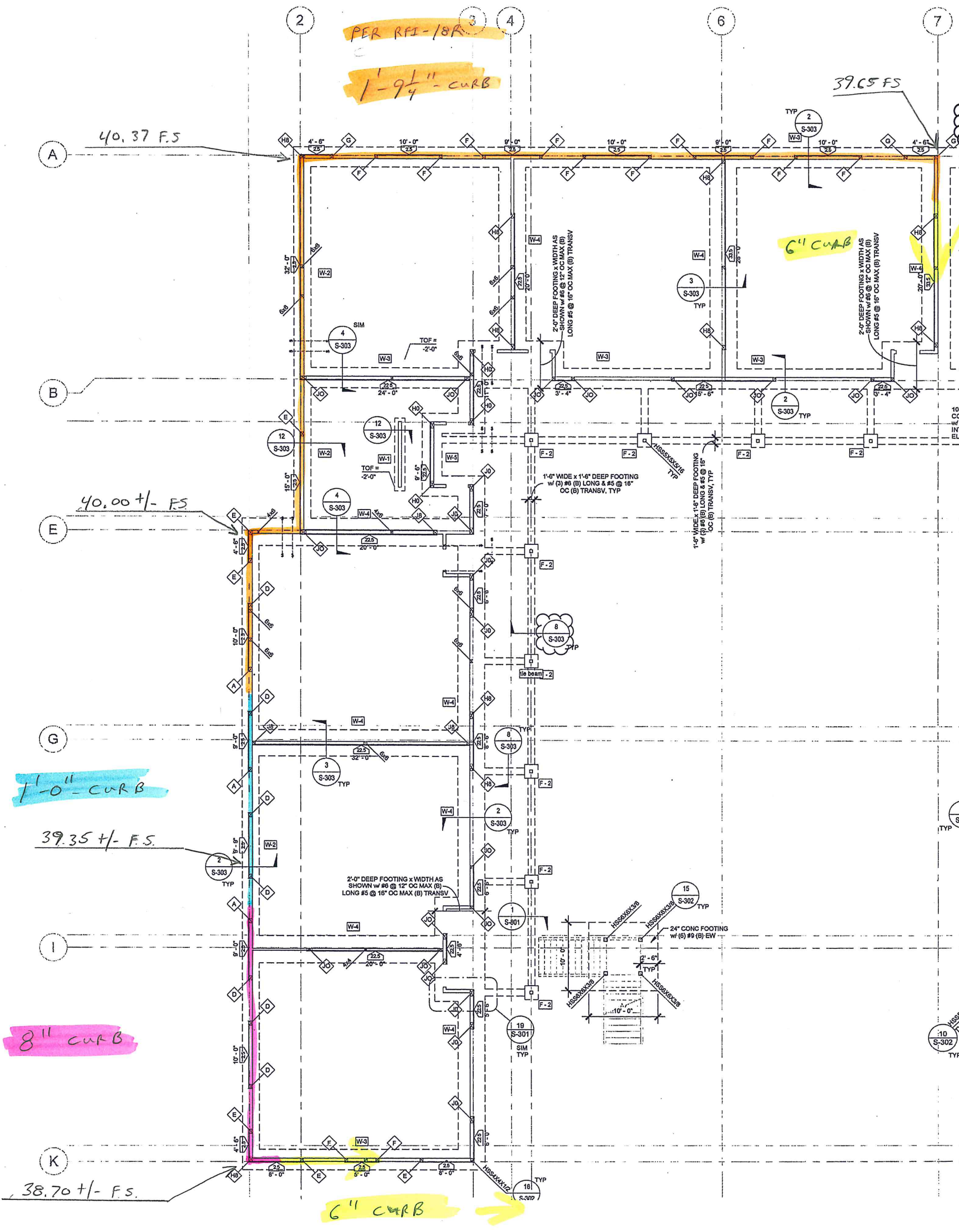
1'-0" CURB

39.35 +/- F.S.

8" CURB

38.70 +/- F.S.

6" CURB





CONTINGENCY ALLOCATION REQUEST

CAR No. 115 R1

Date: 2/12/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 134

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-2,476
	Subtotal:	-2,476

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add two FSDs through rated walls at Rooms 3-123 and 3-122.	Sheldon Mechanical Corp	2,476
Reason: Not shown on plans. This is additional work not included in original scope.		
Requested By: MEOR		
Ref: RFI 134		
	Subtotal:	2,476

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



SHELDON MECHANICAL CORPORATION

August 30, 2017

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Jaime Pace

Subject: Elm Street Elementary School
SMC COR #3 RFI #134

Dear Jaime,

Attached is our itemized cost to Furnish and Install (2) Fire Smoke Dampers in the MDF Tech Room 3-123 per RFI #134.

Cost for SMC COR #3 is \$2,476.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

Data	Sheldon 3/19/04
Job	Misc Jobs #2
Bid	SMC COR #3

Sheldon Mechanical Corp.
26015 Avenue Hall
Santa Clarita, CA 91355

DATE	462	PAGE
08/29/17		1
TIME		
02:42 PM		

Phone: 661-286-1361 FAX: 661-287-9086
e-mail: Dillon@sheldonmech.com

Description	Ref	Ref Amount	Op	Rate	Amount
1 MAJOR QUOTATIONS:					
2 EQUIPMENT:					
3					
4 HALDEMAN					590.00
5 2 FSDs					
6 SUBTOTAL					590.00
7					
8 SALES TAX:					
9 Material Total	Shp Tot	138.59	%	9.25	12.82
10 Major Quotations	Line 6	590.00	%	7.75	45.73
11 SUBTOTAL					58.55
12					
13 DIRECT FIELD LABOR:					
14 Install 2 FSDs					
15 Foreman	Calc	3.00	*	147.89	443.67
16 Journeyman	Calc	3.00	*	124.31	372.93
17 SUBTOTAL					816.60
18					
19 DIRECT JOB EXPENSES:					
20 Supervision Hours	Calc	1.00	*	147.89	147.89
21 Shop Drawings	Calc	1.00	*	116.09	116.09
22 Freight Allowance	Calc	4.00	*	75.00	300.00
23 Material Handling	Calc	1.00	*	124.31	124.31
24 SUBTOTAL					688.29
25					
26 JOB SUBTOTAL					2,153.44
27					
28 OVERHEAD MARKUP:					
29 Flat Rate Markup	Line 26	2,153.44	%	15.00	323.02
30 Material	Shp Tot	138.59	%		
31 Major Quotations	Line 5	0.00	%		
32 Sales Tax	Line 11	58.55	%		
33 Direct Field Labor	Line 17	816.60	%		
34 Direct Shop Labor	Line 17	816.60	%		
35 Specialized Labor	Line 17	816.60	%		
36 Indirect Labor	Line 18	0.00	%		
37 Non-Productive Lbr.	Line 18	0.00	%		
38 Direct Job Expenses	Line 24	688.29	%		
39 Sub Contracts	Line 24	688.29	%		
40 JOB TOTAL					2,476.46
41					
> 42 PROFIT	Line 40	2,476.46	%		<
43 JOB TOTAL + PROFIT	Line 42	0.00	*	1.00	2,476.46
> 44 BOND	Line 43	2,476.46	%		<
45 TOTAL + BOND	Line 44	0.00	*	1.00	2,476.46
> 46 COST PER SQ FT	Line 45	2,476.46	/		<
> 47 COST PER TON	Line 45	2,476.46	/		<
48 BID TOTAL					2,476.46



463

2937 Tanager Avenue, Los Angeles, CA 90040 OFFICE: (323) 726-7011 FAX: (323)726-7011

TO: ESTIMATING DEPARTMENT
FROM: OBED C.

QUOTE NO: 164880
BID DATE: 8/25/2017
PROJECT: ELM STREET ES - RFI 134
LOCATION: OXNARD, CA

TERMS: NET 10TH PROX. FREIGHT: PREPAID SALES TAX: EXCLUDED QUOTE VALID FOR: 30 DAYS

ADD

<u>QTY.</u>	<u>PRODUCT DESCRIPTION</u>	<u>RUSKIN LOUVERS - NET LOT PRICE</u>	<u>\$590</u>
2	FSD60 CLASS 1 COMBINATION FIRE/SMOKE DAMPER WITH 120V ACTUATOR, SLEEVE, MOUNTING ANGLES - 8"X8"		

This quotation is conditioned upon your acceptance of Haldeman Inc.'s standard terms & conditions of sale, a copy of which is available upon request.



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 134

Project: Elm Elementary School Reconstruction Project

Date: 08-18-17

Discipline: Mechanical

Subject: MDF Tech Room3-123 Fire Smoke Dampers

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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QUESTION

Ref. M3-1.1

There are two duct penetrations going thru a rated wall between the MDF/Tech Room 3-123 and Tablet Storage 3-122 that do not show fire smoke dampers. Please confirm if (2) fire smoke dampers are required in these locations.

ANSWER

Response

Provide (2) 8" x 8" CFSD's at this noted rated partition wall, and coordinate with Electrical

H.Mozaffari-R&A
8/18/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical	Dillon Boute	8/21/2017
Taft Electric Co	Matt Gobuty	8/21/2017

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Dillon Boute - Sheldon Mechanical Corp - Author Number: 6
Submitted By: Gina Sierra - Bernards



26015 Avenue Hall
 Santa Clarita, CA 91355
 Phone: 661.286.1361
 Fax: 661.287.9086

Request For Information

RFI NO: 6

DATE: 8/16/2017

TO: Bernards

ATTN: Jaime Pace

JOB: Elm Street Elementary [4306]

A/E:

SUBJECT: MDF/Tech Room 3-123 Fire Smoke Dampers

REF:

INFORMATION REQUESTED:

There are two duct penetrations going thru a rated wall between the MDF/Tech Room 3-123 and Tablet Storage 3-122 that do not show fire smoke dampers. Please confirm if (2) fire smoke dampers are required in these locations.

Suggestion

REPLY REQUIRED: Yes

COST IMPACT: YES

SCHEDULE IMPACT: POSSIBLE

FURTHER ACTION:

STATUS:



CONTINGENCY ALLOCATION REQUEST

CAR No. 163 R0

Date: 8/22/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 344 Added Backing For Sliding Markerboards

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-13,981
	Subtotal:	-13,981

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add backing for sliding marker boards per RFI 344.	Abdellatif Enterprises Inc	13,981
Reason: Directed in RFI 344		
Requested By: SVA Architects		
Ref: RFI 344		
	Subtotal:	13,981
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Change Order #

34

DATE: February 27, 2018

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 344 - marker board backing

Description	Qty	Unit	Unit Price	Extension
3x8	1112		\$ 2.09	\$ 2,324.08
10d gun nails	2	box	\$ 29.10	\$ 58.20
Material Subtotal				\$ 2,382.28
Material Sales Tax				\$ 207.87
Freight				\$ -
Material Total				\$ 2,590.15
Equipment				\$ -
Labor	132	hour	\$ 72.48	\$ 9,567.36
Subtotal				\$ 12,157.51
Profit & Overhead		15%		\$ 1,823.63
Change Order Total				\$ 13,981.13



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u>	Local Union No.: <u>409</u>
<u>Laguna Hills, CA 92653</u>	Classification: <u>Journeyman</u>
Telephone: <u>(949) 215-4790</u>	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$41.25	\$61.88	\$20.63	\$82.50	\$41.25
2.) F.I.C.A	0.077	\$3.58	\$5.16	\$1.58	\$6.74	\$3.16
3.) Federal Unemployment Tax	0.008	\$0.37	\$0.54	\$0.17	\$0.70	\$0.33
4.) State Unemployment Tax	0.062	\$2.90	\$4.18	\$1.28	\$5.46	\$2.56
5.) Health & Welfare Fund		\$7.10	\$7.10	\$0.00	\$7.10	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.00	\$4.00	\$0.00	\$4.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.60	\$1.60	\$0.00	\$1.60	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Workmen's Compensation		\$5.80	\$5.80	\$0.00	\$5.80	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.93
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 344

Project: Elm Elementary School Reconstruction Project

Date: 02-02-18
Discipline: Structural

Subject: Rolling Markerboard Backing Size

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Please confirm that 2x8 backing is acceptable for the rolling markerboards at the soffits. See attached.

ANSWER

Structurally acceptable to use 3x8 blocking, for the top guides, to be used per following pages.
PSE-02/19/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	2/20/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 344

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-02-18
Discipline: Structural

Subject: Rolling Markerboard Backing Size

Response Requested By: 02-05-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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QUESTION

Please confirm that 2x8 backing is acceptable for the rolling markerboards at the soffits. See attached.

ANSWER

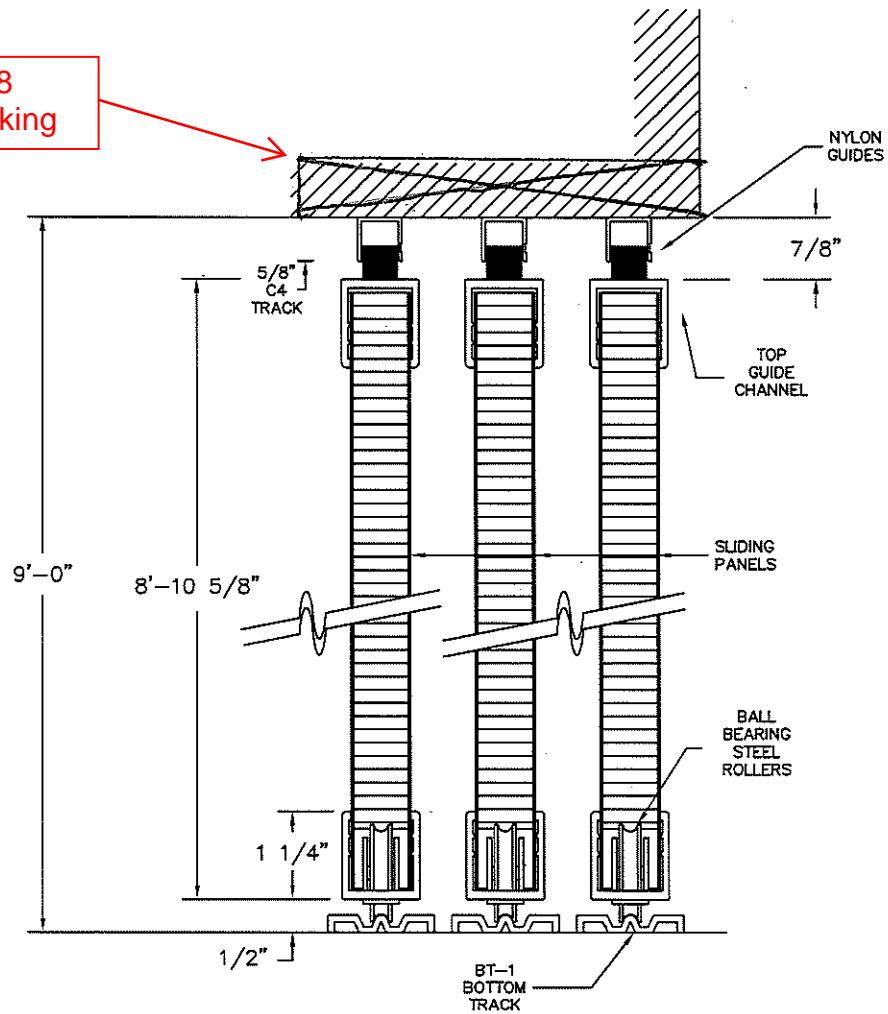
Structurally acceptable to use 3x8 blocking, for the top guides, to be used per following pages.
PSE-02/19/18

Response Provided By: _____
Name Company Date


Question Initiated By: Alex Rivera - Bernards

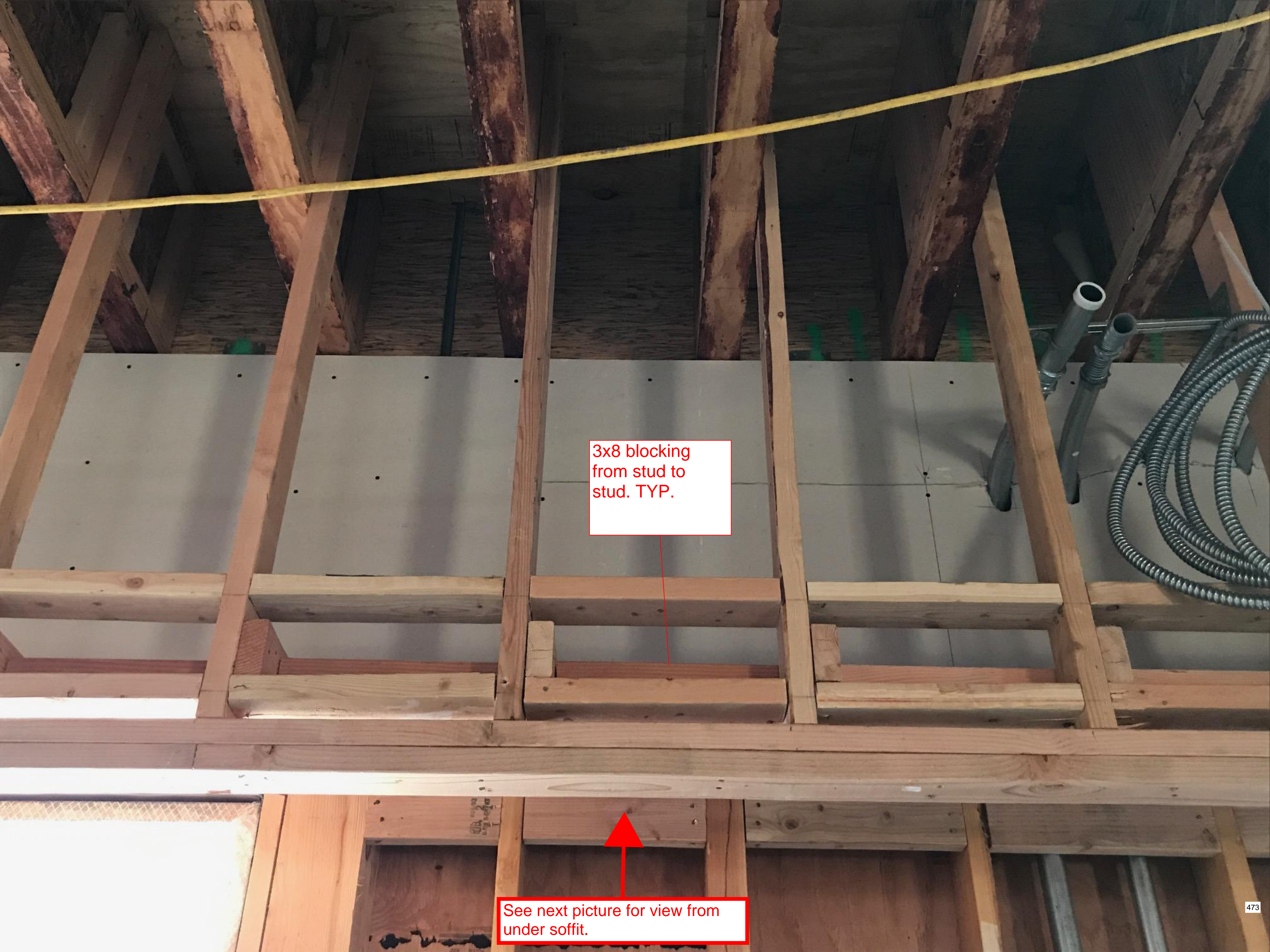
Submitted By: Alex Rivera - Bernards

3 x 8
Backing



SECTION "AA"

	CLARIDGE PRODUCTS AND EQUIPMENT, INC. P.O. BOX 910 HARRISON, AR. 72602
	Order No: C3010611 Sheet:



3x8 blocking
from stud to
stud. TYP.

See next picture for view from
under soffit.

Picture if taken from ground looking up at bottom of soffit.



(4) nails on top side TYP.



CONTINGENCY ALLOCATION REQUEST

CAR No. 166 R0

Date: 8/22/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 364 Added Backing For Plaster Control Joints

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-6,423
	Subtotal:	-6,423

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add backing for plaster control joints.	Abdellatif Enterprises Inc	6,423
Reason: Recommended by the Technical Services Information Bureau		
Requested By: SVA Architects		
Ref: RFI 364		
	Subtotal:	6,423
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Change Order #

37

DATE: March 22, 2018

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 364 - add plaster control joint backing

Description	Qty	Unit	Unit Price	Extension
2x4x20	50		\$ 10.43	\$ 521.50
2x6x18	54		\$ 15.48	\$ 835.92
16d gun nails	1	Box	\$ 46.92	\$ 46.92
Material Subtotal				\$ 1,404.34
Material Sales Tax				\$ 122.41
Freight				\$ -
Material Total				\$ 1,526.75
Equipment				\$ -
Labor	56	hour	\$ 72.48	\$ 4,058.88
Subtotal				\$ 5,585.63
Profit & Overhead		15%		\$ 837.84
Change Order Total				\$ 6,423.48



DAILY TIME AND MATERIAL RECORD

School Name: Elm St, Elementary
Project Name: Elm St, Elementary
Project Description: School
Issued To: BERNARDS

Report No.: _____
Date Performed: _____
Date of Report: _____
CD No.: _____

Description of Added Scope of Work:

add plaster control joint backing at Admin. Bldg

No Cost Change Cost Change Costs Associated With Ref # _____ RFI # 364

Labor Description:

Admin Bldg. Juan Arias (3/6/18) 8 Hrs.
Admin Bldg. Juan Joel Alarcon (3/6/18) 8 Hrs.
Admin Bldg. Juan Arias (3/7/18) 6 Hrs.
Admin Bldg. Juan Joel Alarcon (3/7/18) 6 Hrs.
supervision 4 Hrs.

total Hrs. 32

Material Description:

28 - 2x4x20'
32 - 2x6x18'
1/2 a box of 16D gun nails

Admin. Bldg. only

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement

By: _____
Signature: [Signature]
Print Name: _____
Date: 3/12/18

Approval Issued By:

Signature & Title _____

Name (Printed) _____

Date _____



DAILY TIME AND MATERIAL RECORD

School Name: Elm St, Elementary
Project Name: Elm St, Elementary
Project Description: School
Issued To: BERNARDS

Report No.: _____
Date Performed: _____
Date of Report: _____
CD No.: _____

Description of Added Scope of Work:
add plaster control joint backing at Kinder Garden . Bldg

No Cost Change Cost Change Costs Associated With Ref # RFI # 364

Labor Description:

K.G. Bldg. Juan Arias (3/7/18) 2 Hrs.
K.G. Bldg. Juan Joel Alarcon (3/7/18) 2 Hrs.
K.G. Bldg. Juan Arias (3/8/18) 8 Hrs.
K.G. Bldg. Juan Joel Alarcon (3/8/18) 8 Hrs.
supervision 4 Hrs.

total Hrs 24

Material Description:

22 -2x4x20'
22 - 2x6x18'
1/2 a box of 16D gun nails

Kinder Garden only

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: _____
Signature: [Signature]
Print Name: _____
Date: 3/12/18

Approval Issued By: _____
Signature & Title Name (Printed) Date



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u> <u>Laguna Hills, CA 92653</u>	Local Union No.: <u>409</u>
Telephone: <u>(949) 215-4790</u>	Classification: <u>Journeyman</u>
	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$41.25	\$61.88	\$20.63	\$82.50	\$41.25
2.) F.I.C.A	0.077	\$3.58	\$5.16	\$1.58	\$6.74	\$3.16
3.) Federal Unemployment Tax	0.008	\$0.37	\$0.54	\$0.17	\$0.70	\$0.33
4.) State Unemployment Tax	0.062	\$2.90	\$4.18	\$1.28	\$5.46	\$2.56
5.) Health & Welfare Fund		\$7.10	\$7.10	\$0.00	\$7.10	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.00	\$4.00	\$0.00	\$4.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.60	\$1.60	\$0.00	\$1.60	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Workmen's Compensation		\$5.80	\$5.80	\$0.00	\$5.80	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.93
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 364

Project: Elm Elementary School Reconstruction Project

Date: 02-19-18

Discipline: Architectural

Subject: Plaster Control Joints

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A61.3	13	

QUESTION

Detail 13/A-61.3 calls out for the metal lath to be cut and fastened on both sides at all Control Joints. However, this requires additional framing at all CJ locations to allow for the additional fastening. Please see the attached Technical Bulletin for Lath and Plaster Control Joints over Continuous Lath from the Technical Services Information Bureau. Please confirm that it is acceptable to keep the Lath continuous at all Control Joints per the Technical Bulletin and the detail shown in lieu of cutting it

ANSWER

Per the discussion with the team, it will be acceptable to keep the lath continuous at all control joints per the Technical Bulletin attached for the Classroom Building only
All other Buildings (MPR, Administration and Kindergarten) will follow the attached detail to cut the lath at all control joints

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Cecil Rodriguez	3/5/2018
Abdellatif Enterprises Inc	Hazem Abdellatif	3/5/2018
Perlite Plastering Co Inc	John Heck	3/5/2018
Perlite Plastering Co Inc	Ron Casman	3/5/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Alex Rivera - Bernards

Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 364

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-19-18
Discipline: Architectural

Subject: Plaster Control Joints

Response Requested By: 02-26-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A61.3	13	

QUESTION

Detail 13/A-61.3 calls out for the metal lath to be cut and fastened on both sides at all Control Joints. However, this requires additional framing at all CJ locations to allow for the additional fastening. Please see the attached Technical Bulletin for Lath and Plaster Control Joints over Continuous Lath from the Technical Services Information Bureau. Please confirm that it is acceptable to keep the Lath continuous at all Control Joints per the Technical Bulletin and the detail shown in lieu of cutting it

ANSWER

Per the discussion with the team, it will be acceptable to keep the lath continuous at all control joints per the Technical Bulletin attached for the Classroom Building only. All other Buildings (MPR, Administration and Kindergarten) will follow the attached detail to cut the lath at all control joints.

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>2/26/17</u>
	Name	Company	Date

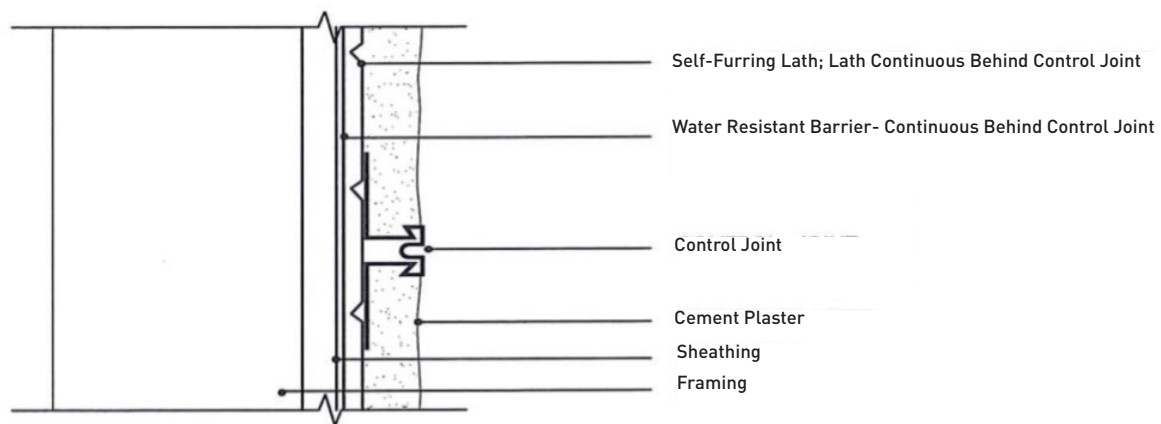
Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



The ASTM C1063 states the lath shall not be continuous through control joint. This standard does not explain that to do so, you must have adequate framing members/backing at both sides of the vertical control joint to secure the discontinuous ends of the lath and the flanges of the accessory. On horizontal application, additional backing is not required where the control joint spans perpendicular framing members spaced not greater than 16 inches on center.

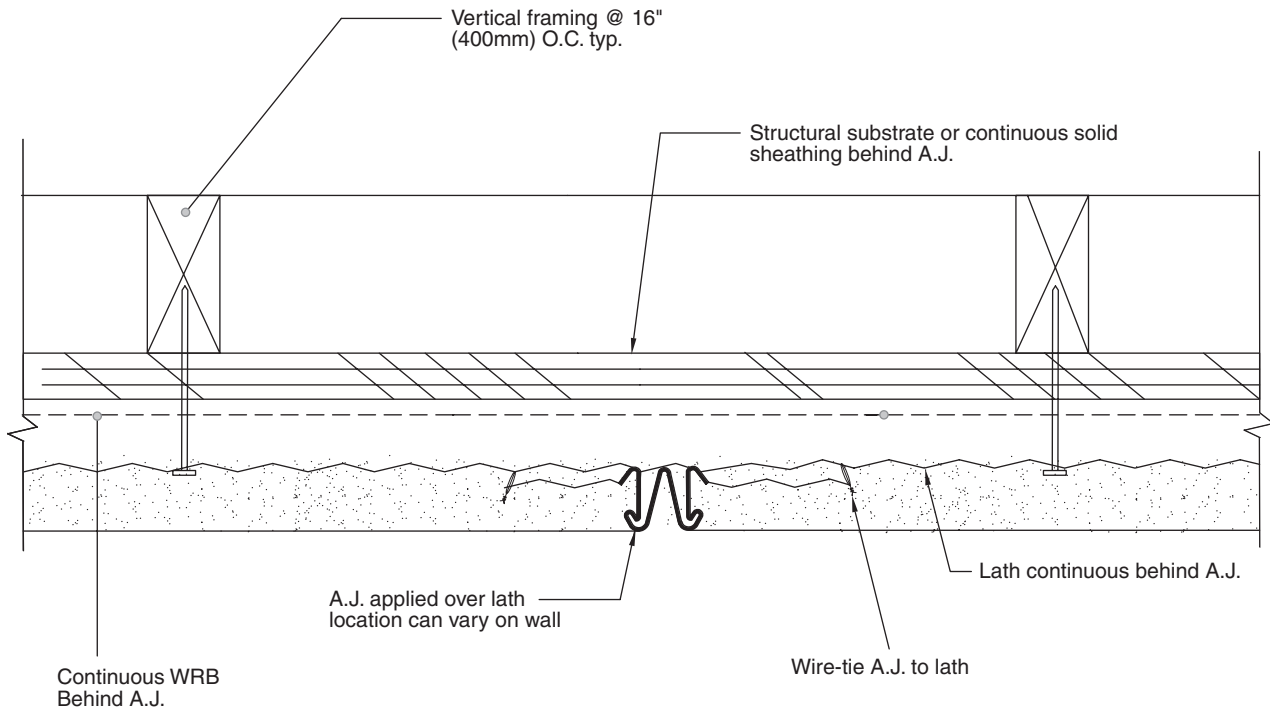
Framing members/backing shall be specified by the architect or designer and installed where indicated on the plans. Where framing members/backing is not provided for and cannot be added for scheduling or other issues, it is recommended that the control joint is surface-applied to the face of continuous lath with tie wire. This method of installation has been successfully practiced and proven for decades. The Northwest Wall and Ceiling Bureau, the Wall and Ceiling Bureau of Northern CA. and the Technical Services Information Bureau have also approved and endorsed this installation method.

Control joints can provide stress relief from minor movement, such as that associated with hydration during the first 21 days following the initial plaster application. Control joints should not be a substitution for an expansion joint, where accommodation of structural movement is required.

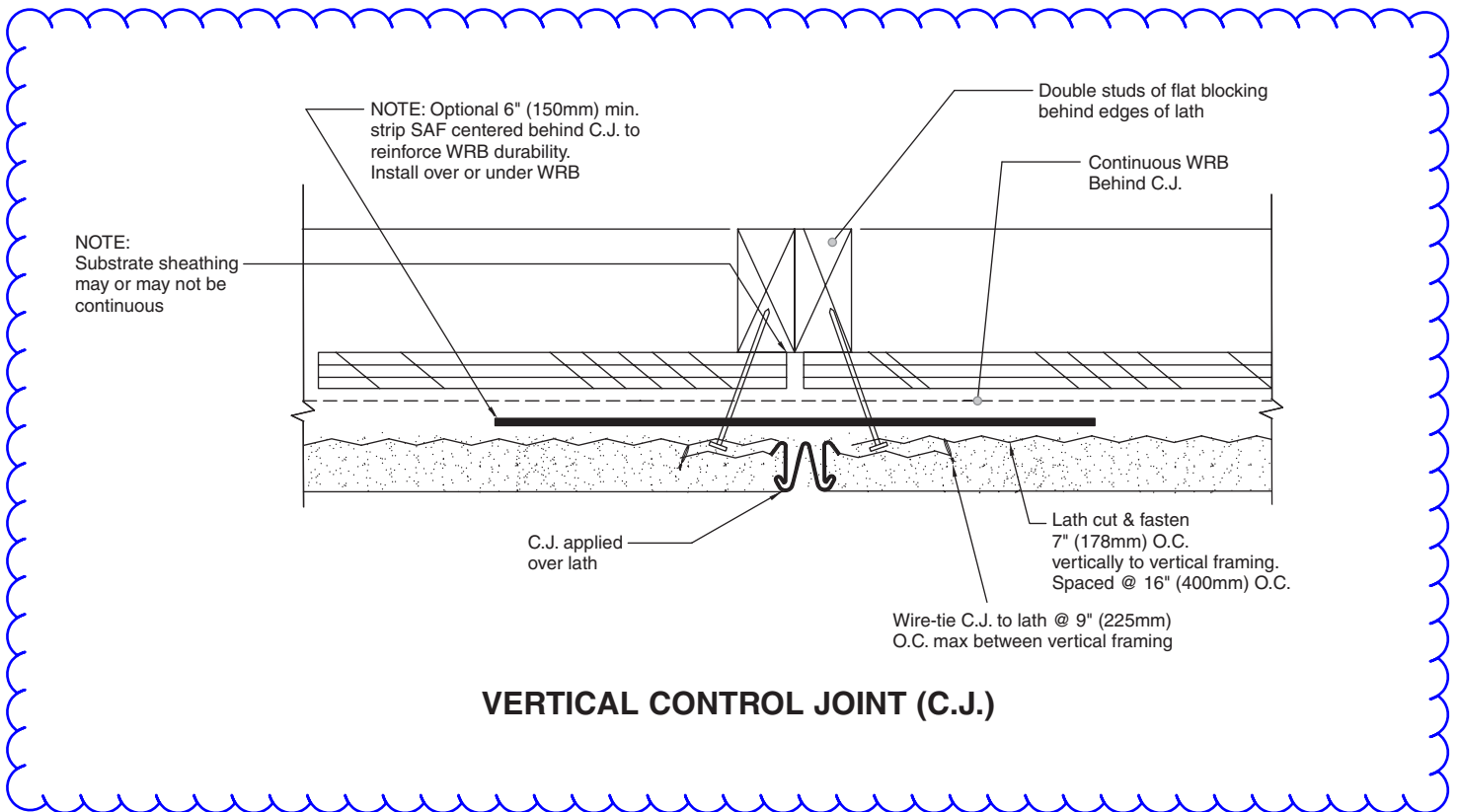


HORIZONTAL OR VERTICAL CONTROL JOINT

Control Joints at Classroom Building



ARCHITECTURAL JOINT (A.J.) - VERTICAL



VERTICAL CONTROL JOINT (C.J.)

Control Joints at MPR,
Admin and Kindergarten



CONTINGENCY ALLOCATION REQUEST

CAR No. 233 R2

Date: 11/5/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Pacific RFI 111 Drinking Fountain Furred Walls

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-4,836
	Subtotal:	-4,836

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to fur walls for drinking fountain and staff lounge sink in MPR and Administration Building	Pacific Interiors Enterprise	4,836
Reason: Drinking fountain and staff lounge sink are located at shear walls.		
Requested By: SVA Architects		
Ref: RFI 111		
	Subtotal:	4,836

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

CHANGE ORDER

CONTRACTOR
 ARCHITECT
 SUBCONTRACTOR
 FIELD
 OTHER

PROJECT: ELMESR-022 Elm Elementary School 450 E. Elm St Oxnard, CA 93033	CHANGE ORDER #:	21
	CHANGE ORDER DATE:	06/11/2018
	PROJECT #s:	Bernards
TO: Pacific Interiors Enterprises 2300 Knoll Dr Suite C Ventura, CA 93003 License No. 711333	DATE OF CONTRACT:	10/27/2017
	FOR:	Gypsum Board

The Contract is changed as follows:

RFI #111 - Admin & MPR metal stud furring walls at drinking fountain

The original Contract Sum was	\$780,580.00
The net change by previously authorized Change Orders is	\$98,520.00
The Contract Sum prior to this Change Order was	\$879,100.00
The Contract Sum will be increased by this Change Order in the amount of	\$4,836.00
The new Contract Sum including this Change Order will be	\$883,936.00
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

_____ ARCHITECT	Pacific Interiors Enterprises _____ SUBCONTRACTOR	Bernards _____ CONTRACTOR
_____ ADDRESS	2300 Knoll Dr Suite C Ventura, CA 93003 _____ ADDRESS	555 First St _____ ADDRESS
_____ License No. 711333	_____ License No. 711333	San Fernando, CA 91340 _____ San Fernando, CA 91340
_____ BY (Signature)	_____ BY (Signature)	_____ BY (Signature)
_____ (Typed Name)	_____ (Typed Name)	Accounting _____ (Typed Name)
DATE _____	DATE _____	DATE _____



2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 7/31/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 21R

Scope of Work: RFI #111 - Admin & MPR metal stud furring at drinking fountain

Schedule of Values

Labor	3255.00
Material	874.05
Equipment	0.00
Tax 7.75% Fuel 1%	76.48
Subtotal	<u>4205.53</u>
Bond @ 0	0.00
Overhead & Profit @ 15%	<u>630.83</u>
Total	\$ 4,836

<u>Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Extension</u>	<u>Total</u>
Framer/Installer	32	74.78	2392.96	2392.96
Drywall Finisher	8	68.48	547.84	2940.80
Foreman	4	78.55	314.20	3255.00
	0	0.00	0.00	3255.00

<u>Material</u>	<u>Quantity</u>	<u>Unit</u>	<u>Extension</u>	<u>Total</u>
3-5/8" x 16ga stud	22	17.75	390.50	390.50
3-5/8" x 16ga track	6	17.65	105.90	496.40
5/8" Drywall	2	13.20	26.40	522.80
5/8" Denshield	2	27.20	54.40	577.20
Cornerbead trim	9	3.25	29.25	606.45
Joint Compound	2	8.80	17.60	624.05
Delivery	2	125.00	250.00	874.05
	0	0.00	0.00	874.05
	0	0.00	0.00	874.05
	0	0.00	0.00	874.05
	0	0.00	0.00	874.05



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 111

Project: Elm Elementary School Reconstruction Project

Date: 07-31-17
Discipline: Plumbing

Subject: Admin. and MPR Plumbing Sewer Rough-In

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Ref. A2-11.1 MPR Bldg. & A3-11.1 Admin Bldg.

Admin - The drinking fountain and staff lounge sink are mounted on shear walls. MPR - The drinking fountain is mounted on a shear wall

Please provide a furred space to rough-in the waste line to these fixtures which does not require penetrating the shear wall sill plate. The locations are on the attached plans

ANSWER

Response

See attached sketches for furred walls at MPR and Admin Building

Tom Bardwell-SVA Architects
8/11/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
---------	---------	-----------

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Steve Johnson - Bernards
Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 111

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 07-31-17
Discipline: Plumbing

**Subject: Admin. and MPR Plumbing Sewer
Rough-In**

Response Requested By: 08-07-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Ref. A2-11.1 MPR Bldg. & A3-11.1 Admin Bldg.

Admin - The drinking fountain and staff lounge sink are mounted on shear walls. MPR - The drinking fountain is mounted on a shear wall

Please provide a furred space to rough-in the waste line to these fixtures which does not require penetrating the shear wall sill plate. The locations are on the attached plans.

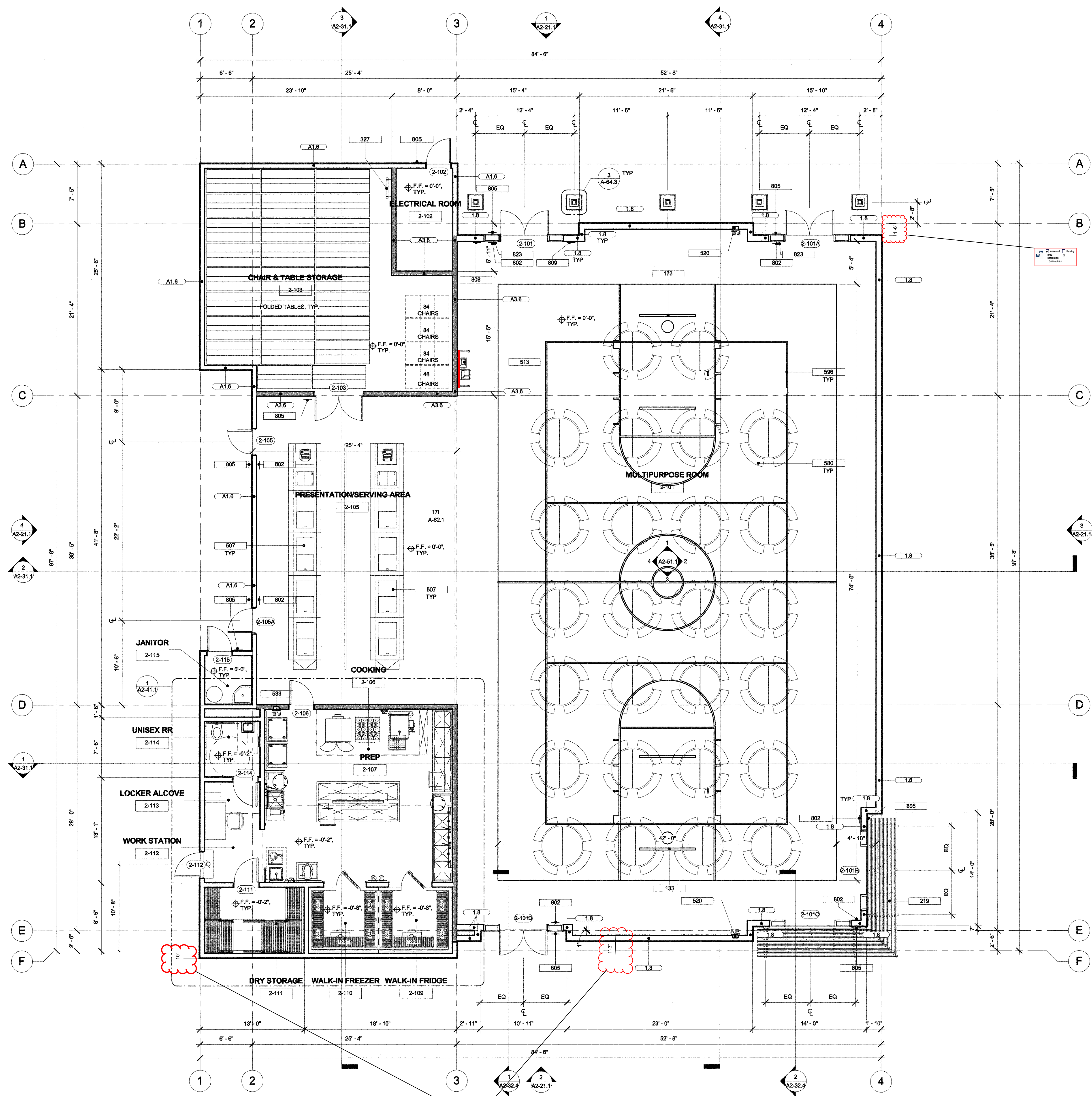
ANSWER

See attached sketches for furred walls at MPR and Admin Building

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>8/11/17</u>
	Name	Company	Date

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards



?	DESCRIPTION
133	PORTABLE BASKETBALL SYSTEM, O.F.O.
219	SUN SHADE AT ENTRANCE OF MPR BUILDING PER DETAIL 2/A-64.5
327	ROOF LADDER PER DETAIL 2/A-64.4
507	KITCHEN EQUIPMENT PER FOOD SERVICE DRAWINGS
513	ACCESSIBLE HIGH AND LOW DRINKING FOUNTAIN WITH BOTTLE FILLING STATION PER PLUMBING DRAWINGS AND K163-4
520	SEMI-RECESSED FIRE EXTINGUISHER CABINET W/ EXTINGUISHER (2A,120B-C) SEE DETAIL 1/A-64.4. MIN. 30" X 48" CLR. FLOOR SPACE REQ'D AT EACH LOCATION
533	FULLY-RECESSED FIRE EXTINGUISHER CABINET W/ EXTINGUISHER (2A,10B-C) SEE DETAIL 1/A-64.4. MIN.30" X 48" CLR. FLOOR SPACE REQ'D AT EACH LOCATION
580	ROUND TABLES WITH BENCH SEATS, O.F.O.I.
596	BASKETBALL COURT STRIPING PER SHEET A-63.3
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
808	OCCUPANT LOAD SIGN, SEE DET. 14/GEN-3
809	ASSISTIVE LISTENING SIGN, SEE DET. 13/GEN-3
823	BLANK SIGN, PROVIDE WHERE SIGNS ARE ATTACHED TO GLAZING

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
A# 03-116407
 AC: [initials] FLS: [initials] SS: [initials]
 DATE: AUG 01 2018

REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: APR. 08, 2016
PROJECT NO: 1340159-Bldg 2
SCALE: As indicated

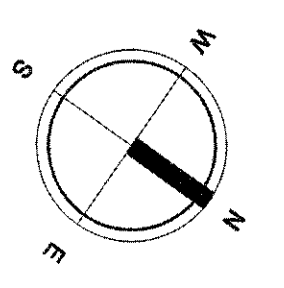
SHEET NUMBER: A2-11.1
SHEET TITLE:

MPR - BUILDING 2 - FLOOR PLAN

KEYNOTE LEGEND

(1,2,3)	WALL TYPE ANNOTATION, SEE SHEET A-61.1 & A-61.2 FOR DETAILS
(WOOD STUD)	WOOD STUD WALL PER SHEET A-61.1 & A-61.2
(WOOD STUD WALL - RATED)	WOOD STUD WALL - RATED PER SHEET 1, 3, 4 & 9 / A-61.1
(101)	NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A2-52.1
(X)	NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A2-52.2
(F.E.)	PORTABLE FIRE EXTINGUISHER CABINET, SEE DETAIL 1/A-64.4

- FLOOR PLAN NOTES**
- ALL DIMENSIONS ARE TO CENTER LINE OF THE GRID LINES AND OR TO FACE OF STUDS U.N.O. FINISH FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB OR TOP OF INTERIOR PAVING. U.N.O. CEILING HEIGHT DIMENSIONS ARE TO FINISH SURFACES U.N.O. ALL WALLS FULL HEIGHT U.N.O.
 - REFER TO GEN-4 FOR ACCESSIBILITY REQUIREMENTS.
 - REFER TO A-61.4 FOR PENETRATION ASSEMBLIES / DETAILS.
 - WALL TYPES: REFER TO A-61.1 & A-61.2. ALL WALL ASSEMBLIES TO BE FULL HEIGHT U.N.O.
 - REFER TO GEN-3 FOR ACCESSIBILITY AND ROOM SIGNAGE DETAILS
 - REFER TO A-64.3 FOR CABINETRY/CASEWORK
 - ALL OUTSIDE CORNERS SHALL HAVE EASED EDGES, REFER TO SPECIFICATIONS. NO SHARP EDGES ANYWHERE.
 - REFER TO ENLARGED PLANS FOR WALL TYPES AND ADDITIONAL INFORMATION.
 - REFER TO ALL LEVEL PLANS FOR ADDITIONAL DOOR LOCATIONS.



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?	DESCRIPTION
134	WINDOW SHADES PER SPECIFICATIONS
213	SUN SHADE AT ADMIN BUILDING PER DETAIL 1/A-64.6
520	SEMI-RECESSED FIRE EXTINGUISHER CABINET W/ EXTINGUISHER (20A:120B:C).SEE DETAIL 1/A-64.4. MIN. 30" X 48" CLR. FLOOR SPACE REQ'D AT EACH LOCATION
532	'HON' ADMINISTRATIVE CHAIR, O.F.O.I.
539	VENDING MACHINES, N.I.C.
542	REFRIGERATOR, N.I.C.
543	36" ROUND TABLE WITH 4 CHAIRS, O.F.O.I.
544	WORK STATION CUBICLE, O.F.O.I.
549	RECTANGULAR TABLE 36" x 60" WITH 4 CHAIRS, O.F.O.I.
582	STACKABLE CHAIRS, O.F.O.I.
585	PLASTIC LAMINATE COUNTERTOP, ANCHORAGE PER DETAIL 8/A-64.3
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
823	BLANK SIGN, PROVIDE WHERE SIGNS ARE ATTACHED TO GLAZING
905	COLUMN AND BASE PER DETAIL 3 & 4/A-64.4

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA 93033



IDENTIFICATION STAMP
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 DATE: AUG 01 2016

REVISIONS:

DESCRIPTION	DATE

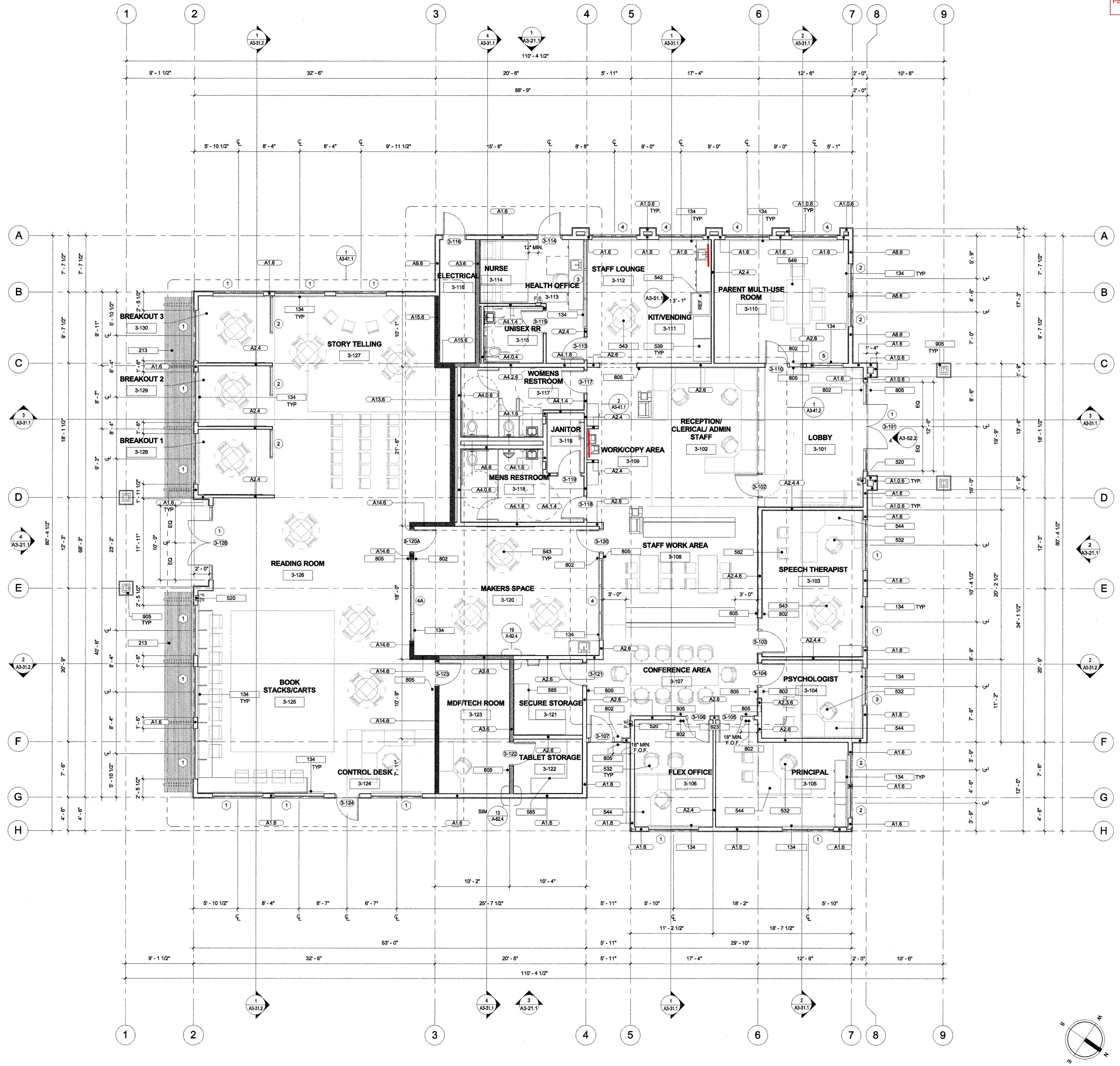
DATE ISSUED: 01/08/16
PROJECT NO: 1340159-Bldg 3
SCALE: As indicated

SHEET NUMBER: A3-11.1
SHEET TITLE:

ADMIN - BLDG. 3 - FLOOR PLAN



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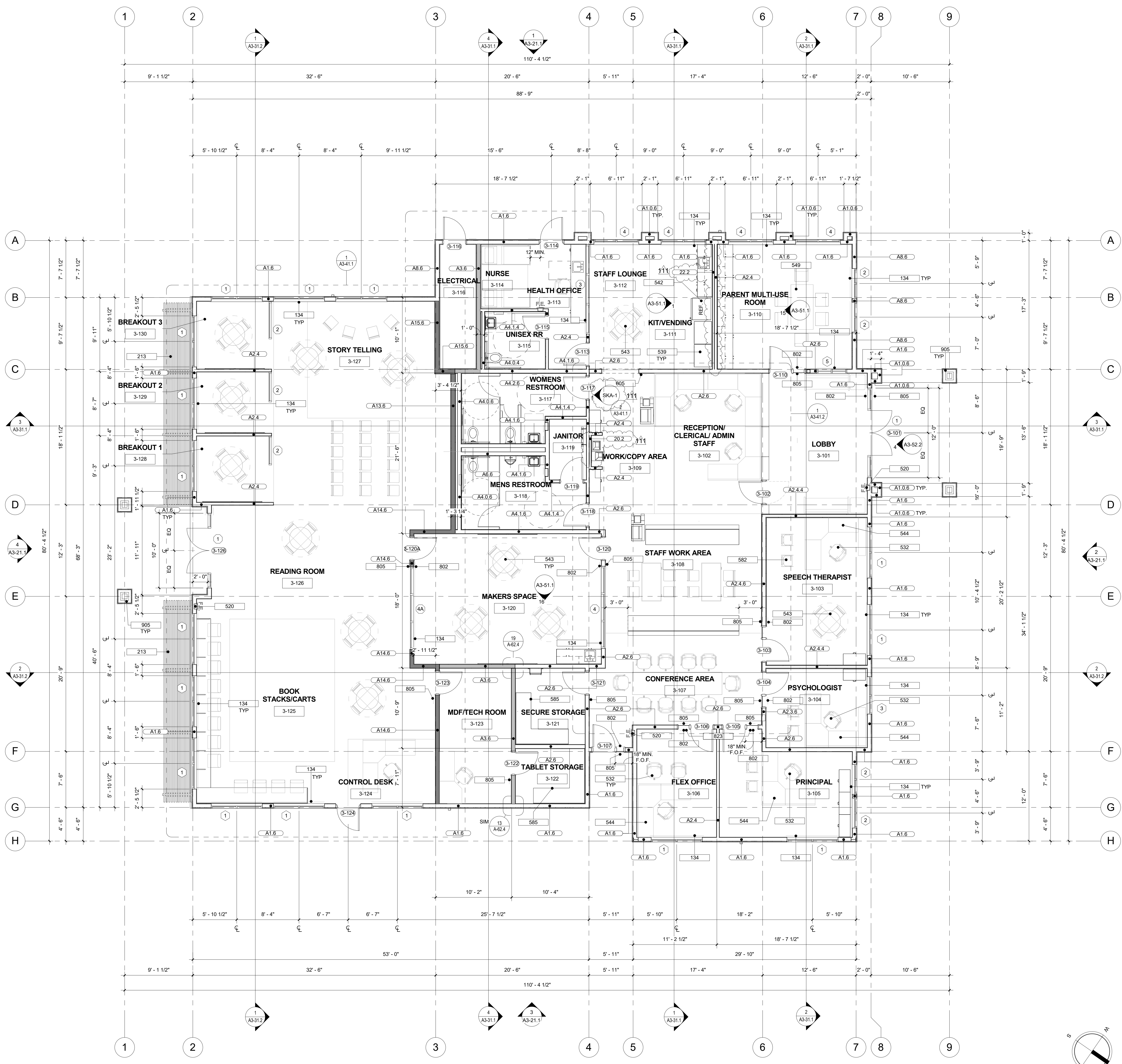


KEYNOTE LEGEND

- 1.4 WALL TYPE ANNOTATION, SEE SHEET A-61.1 & A-61.2 FOR DETAILS
- WOOD STUD WALL PER SHEET A-61.1 & A-61.2
- WOOD STUD WALL - RATED PER SHEET 1, 3, 4 & 9/A-61.1
- WOOD STUD WALL - OCCUPANCY SEPARATION PER SHEET A61.1 & A-61.2
- 101 NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A3-82.1
- X NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A3-82.2
- 1 STOREFRONT WINDOW, REFER TO A3-82.2
- F.E. PORTABLE FIRE EXTINGUISHER CABINET. SEE DETAIL 1/A-64.4

FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE TO CENTER LINE OF THE GRID LINES AND OR TO FACE OF STUDS U.N.O. FINISH FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB OR TOP OF INTERIOR PAVING. U.N.O. CEILING HEIGHT DIMENSIONS ARE TO FINISH SURFACES U.N.O. ALL WALLS FULL HEIGHT U.N.O.
2. REFER TO GEN-4 FOR ACCESSIBILITY REQUIREMENTS.
3. REFER TO A-61.4 FOR PENETRATION ASSEMBLIES / DETAILS.
4. WALL TYPES: REFER TO A-61.1 & A-61.2. ALL WALL ASSEMBLIES TO BE FULL HEIGHT U.N.O.
5. REFER TO GEN-3 FOR ACCESSIBILITY AND ROOM SIGNAGE DETAILS.
6. REFER TO A-64.3 FOR CABINETRY/CASEWORK
7. ALL OUTSIDE CORNERS SHALL HAVE EASED EDGES, REFER TO SPECIFICATIONS. NO SHARP EDGES ANYWHERE.
8. REFER TO ENLARGED PLANS FOR WALL TYPES AND ADDITIONAL INFORMATION.
9. REFER TO ALL LEVEL PLANS FOR ADDITIONAL DOOR LOCATIONS.



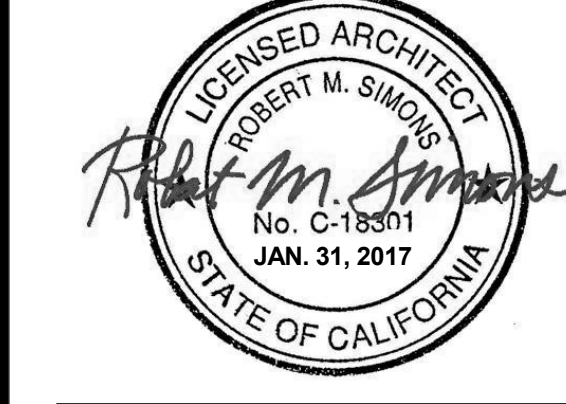
?	DESCRIPTION
134	WINDOW SHADES PER SPECIFICATIONS
213	SUN SHADE AT ADMIN BUILDING PER DETAIL 1/A-64.6
520	SEMI-RECESSED FIRE EXTINGUISHER CABINET W/ EXTINGUISHER (20A:120B:C) SEE DETAIL 1/A-64.4. MIN. 30" X 48" CLR. FLOOR SPACE REQ'D AT EACH LOCATION
532	'HON' ADMINISTRATIVE CHAIR, O.F.O.I.
539	VENDING MACHINES, N.I.C.
542	REFRIGERATOR, N.I.C.
543	36" ROUND TABLE WITH 4 CHAIRS, O.F.O.I.
544	WORK STATION CUBICLE, O.F.O.I.
549	RECTANGULAR TABLE 36" X 60" WITH 4 CHAIRS, O.F.O.I.
582	STACKABLE CHAIRS, O.F.O.I.
585	PLASTIC LAMINATE COUNTERTOP, ANCHORAGE PER DETAIL 8/A-64.3
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
823	BLANK SIGN, PROVIDE WHERE SIGNS ARE ATTACHED TO GLAZING
905	COLUMN AND BASE PER DETAIL 3 & 4/A-64.4

KEYNOTE LEGEND

(1.4)	WALL TYPE ANNOTATION. SEE SHEET A-61.1 & A-61.2 FOR DETAILS
(A1.6)	WOOD STUD WALL PER SHEET A-61.1 & A-61.2
(A1.8)	WOOD STUD WALL - RATED PER SHEET 1, 3, 4 & 9 / A-61.1
(A1.9)	WOOD STUD WALL - OCCUPANCY SEPARATION PER SHEET A61.1 & A-61.2
(101)	NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A3-52.1
(X)	NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A3-52.2
(1)	STOREFRONT WINDOW, REFER TO A3-52.2
(F.E.)	PORTABLE FIRE EXTINGUISHER CABINET. SEE DETAIL 1/A-64.4

- FLOOR PLAN NOTES**
- ALL DIMENSIONS ARE TO CENTER LINE OF THE GRID LINES AND OR TO FACE OF STUDS U.N.O. FINISH FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB OR TOP OF INTERIOR PAVING, U.N.O. CEILING HEIGHT DIMENSIONS ARE TO FINISH SURFACES U.N.O. ALL WALLS FULL HEIGHT U.N.O.
 - REFER TO GEN-4 FOR ACCESSIBILITY REQUIREMENTS.
 - REFER TO A-61.4 FOR PENETRATION ASSEMBLIES / DETAILS.
 - WALL TYPES: REFER TO A-61.1 & A-61.2. ALL WALL ASSEMBLIES TO BE FULL HEIGHT U.N.O.
 - REFER TO GEN-3 FOR ACCESSIBILITY AND ROOM SIGNAGE DETAILS.
 - REFER TO A-64.3 FOR CABINETRY/CASEWORK.
 - ALL OUTSIDE CORNERS SHALL HAVE EASED EDGES. REFER TO SPECIFICATIONS. NO SHARP EDGES ANYWHERE.
 - REFER TO ENLARGED PLANS FOR WALL TYPES AND ADDITIONAL INFORMATION.
 - REFER TO ALL LEVEL PLANS FOR ADDITIONAL DOOR LOCATIONS.

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA 93033



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 A# 03-116407
 AC FLS SS
 DATE

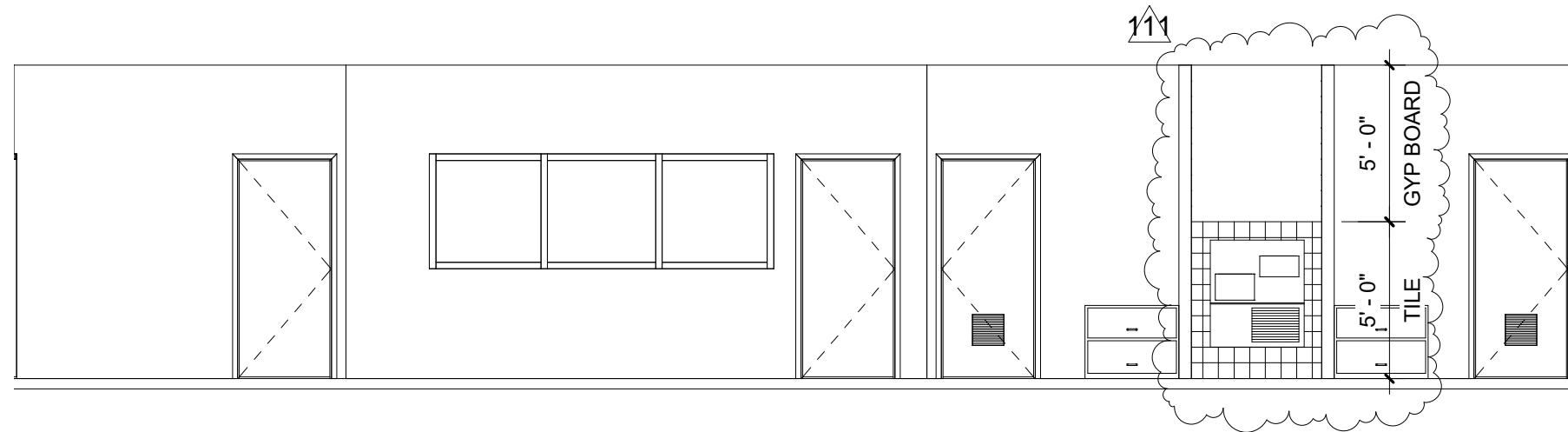
REVISIONS:

DESCRIPTION	DATE
RFI 111	8/11/17

DATE ISSUED: 01/08/16
PROJECT NO: 1340159-Bldg 3
SCALE: As indicated
SHEET NUMBER: A3-11.1
SHEET TITLE:

ADMIN - BLDG. 3 - FLOOR PLAN





DESCRIPTION:
INTERIOR ELEVATIONS

PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL

PROJECT NUMBER:
1340159-Bldg 3

DRAWING REFERENCE:
A3-11.1

ISSUE REFERENCE:
RFI 111

ASK #:
SKA-1

DATE
08/11/17
SCALE
3/16" = 1'-0"
DRAWN BY
Author

ONSITE CRAFT LABOR SUBCONTRACTOR LABOR RATE FORM

Craft: Drywall Finisher Project: Elm Elementary School
 Title: Journeyman Location: Oxnard
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)
 Effective Date Through 09/30/18

Item	Description		Straight Time	Time and Half	Double Time
Wages:					
1	Base Hourly Rate		\$ 38.58	\$ 38.58	\$ 38.58
2	Zone Pay		-	-	-
3	Premium Time		-	19.29	38.58
4	Vacation/Supplemental Dues		\$ 3.07	-	-
	Subtotal Wages		\$ 41.65	\$ 57.87	\$ 77.16
Union Contributions:					
5	Health & Welfare		\$ 8.45	\$ 8.45	\$ 8.45
6	Pension		\$ 6.38	\$ 6.38	\$ 6.38
7	Apprenticeship		\$ 0.67	\$ 0.67	\$ 0.67
8	Industrial Fund		\$ 0.67	\$ 0.67	\$ 0.67
9	Other		-	-	-
	Subtotal Union Contributions		\$ 16.17	\$ 16.17	\$ 16.17
10	Taxes:	Notes % Rate			
11	FICA	(A) 7.65%	\$ 3.19	\$ 4.43	\$ 5.90
12	SUI	(A) 6.20%	\$ 2.58	\$ 3.59	\$ 4.78
13	FUI	(A) 0.80%	\$ 0.33	\$ 0.46	\$ 0.62
14	Workers Compensation Insurance	10.94%	\$ 4.55	\$ 6.33	\$ 8.44
15	General Liability Insurance	0.00%	-	-	-
16		0.00%	-	-	-
17	Subtotal Taxes:		\$ 10.66	\$ 14.81	\$ 19.74
18	Total Hourly Rate for Change Orders		\$ 68.48	\$ 88.85	\$ 113.07
19	Premium Portion of Overtime for Change Orders		-	19.29	44.60

Notes:

(A) Statutory rates should reflect actual tax liability due to taxable wage limits (i.e. establishment of effective tax rate based on actual costs.)

The information provided is correct and verified by an authorized company representative for:

Company Name: Pacific Interiors Enterprises
 Address: 2300 Knoll Dr Suite C
 City/State/Zip: Ventura, CA 93003
 Telephone No.: 805-654-7085

Print Name: Curtis Dowell
 Title: President
 Date: 6/28/2018

ONSITE CRAFT LABOR SUBCONTRACTOR LABOR RATE FORM

Craft: Drywall Installer Project: Elm Elementary School
 Title: Journeyman Location: Oxnard
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)
 Effective Date Through 06/30/19

Item	Description		Straight Time	Time and Half	Double Time
Wages:					
1	Base Hourly Rate		\$ 45.41	\$ 45.41	\$ 45.41
2	Zone Pay		-	-	-
3	Premium Time		-	22.71	45.41
4	Vacation/Supplemental Dues		\$ 6.19	-	-
	Subtotal Wages		\$ 51.60	\$ 68.12	\$ 90.82
Union Contributions:					
5	Health & Welfare		\$ 7.50	\$ 7.50	\$ 7.50
6	Pension		\$ 4.91	\$ 4.91	\$ 4.91
7	Apprenticeship		\$ 0.57	\$ 0.57	\$ 0.57
8	Industrial Fund		\$ 0.30	\$ 0.30	\$ 0.30
9	Other		\$ 0.47	\$ 0.47	\$ 0.47
	Subtotal Union Contributions		\$ 13.75	\$ 13.75	\$ 13.75
Taxes:					
10		Notes % Rate			
11	FICA	(A) 7.65%	\$ 3.95	\$ 5.21	\$ 6.95
12	SUI	(A) 6.20%	\$ 3.20	\$ 4.22	\$ 5.63
13	FUI	(A) 0.80%	\$ 0.41	\$ 0.54	\$ 0.73
14	Workers Compensation Insurance	10.94%	\$ 5.64	\$ 7.45	\$ 9.93
15	General Liability Insurance	0.00%	-	-	-
16		0.00%	-	-	-
17	Subtotal Taxes:		\$ 13.20	\$ 17.43	\$ 23.24
18	Total Hourly Rate for Change Orders		\$ 78.55	\$ 99.29	\$ 127.81
19	Premium Portion of Overtime for Change Orders		-	\$ 21.21	\$ 49.25

Notes:

(A) Statutory rates should reflect actual tax liability due to taxable wage limits (i.e. establishment of effective tax rate based on actual costs.)

The information provided is correct and verified by an authorized company representative for:

Company Name: Pacific Interiors Enterprises
 Address: 2300 Knoll Dr Suite C
 City/State/Zip: Ventura, CA 93003
 Telephone No.: 805-654-7085

Print Name: Curtis Dowell
 Title: President
 Date: 6/28/2018

ONSITE CRAFT LABOR SUBCONTRACTOR LABOR RATE FORM

Craft: Drywall Installer Project: Elm Elementary School
 Title: Journeyman Location: Oxnard
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)
 Effective Date Through 06/30/19

Item	Description		Straight Time	Time and Half	Double Time
Wages:					
1	Base Hourly Rate		\$ 42.41	\$ 42.41	\$ 42.41
2	Zone Pay			\$ -	\$ -
3	Premium Time			\$ 21.21	\$ 42.41
4	Vacation/Supplemental Dues		\$ 6.19		
	Subtotal Wages		\$ 48.60	\$ 63.62	\$ 84.82
Union Contributions:					
5	Health & Welfare		\$ 7.50	\$ 7.50	\$ 7.50
6	Pension		\$ 4.91	\$ 4.91	\$ 4.91
7	Apprenticeship		\$ 0.57	\$ 0.57	\$ 0.57
8	Industrial Fund		\$ 0.30	\$ 0.30	\$ 0.30
9	Other		\$ 0.47	\$ 0.47	\$ 0.47
	Subtotal Union Contributions		\$ 13.75	\$ 13.75	\$ 13.75
Taxes:					
		Notes % Rate			
11	FICA	(A) 7.65%	\$ 3.72	\$ 4.87	\$ 6.49
12	SUI	(A) 6.20%	\$ 3.01	\$ 3.94	\$ 5.26
13	FUI	(A) 0.80%	\$ 0.39	\$ 0.51	\$ 0.68
14	Workers Compensation Insurance	10.94%	\$ 5.31	\$ 6.96	\$ 9.28
15	General Liability Insurance	0.00%	\$ -	\$ -	\$ -
16		0.00%	\$ -	\$ -	\$ -
17	Subtotal Taxes:		\$ 12.43	\$ 16.28	\$ 21.70
18	Total Hourly Rate for Change Orders		\$ 74.78	\$ 93.64	\$ 120.27
19	Premium Portion of Overtime for Change Orders			\$ 21.21	\$ 45.49

Notes:

(A) Statutory rates should reflect actual tax liability due to taxable wage limits (i.e. establishment of effective tax rate based on actual costs.)

The information provided is correct and verified by an authorized company representative for:

Company Name: Pacific Interiors Enterprises
 Address: 2300 Knoll Dr Suite C
 City/State/Zip: Ventura, CA 93003
 Telephone No.: 805-654-7085

Print Name: Curtis Dowell
 Title: President
 Date: 6/28/2018



CONTINGENCY ALLOCATION REQUEST

CAR No. 244 R1

Date: 7/24/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Add Plaster Soffits 2nd Floor Breezeway

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-1,378
	Subtotal:	-1,378

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add plaster soffits at exterior 2nd floor walkways.	Perlite Plastering Co Inc	1,378
Reason: To conceal a PSL beam and overhead MEP's that cross the breezeway.		
Requested By: SVA Architects		
Ref: RFI 352		
	Subtotal:	1,378

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

PROJECT Elm Elementary School
 JOB NO. 1636

DATE: February 19, 2018
 PTC: Perlite Plastering Co., Inc.
 COST PROPOSAL# 1

COST PROPOSAL

DESCRIPTION OF CHANGE: Add plaster soffits at exterior 2nd floor walkways per RFI 352 instructions. Eliminate plaster at column returns.
 Note: column credit factored into soffit add. Unit pricing due to limited scope.

ITEM DESCRIPTION	MATERIAL			EXTENSION	HOURS	LABOR		MISC.		
	UNIT	QUANTITY	COST			RATE	EXTENSION	QUANTITY	RATE	EXTENSION
See Above	yds			\$ -			\$ -	13	\$ 106.00	\$ 1,378.00
				\$ -			\$ -			\$ -
				\$ -			\$ -			\$ -
				\$ -			\$ -			\$ -
				\$ -			\$ -			\$ -
				\$ -			\$ -			\$ -
				\$ -			\$ -			\$ -
				\$ -			\$ -			\$ -
				\$ -			\$ -			\$ -
				\$ -			\$ -			\$ -
SUBTOTALS:				\$ -			\$ -			\$ 1,378.00

PTC MATERIAL \$ -
 PTC SALES TAX (9%) \$ -
 PTC LABOR \$ -
 DAILY CLEAN UP LABOR (1%) \$ -
 SUPERVISION LABOR (10%) \$ -
 PTC EQUIPMENT \$ 1,378.00
 PTC SUBTOTAL DIRECT COSTS \$ 1,378.00
 O.H. & P (15%) Included
TOTAL \$ 1,378.00

PREPARED & SUBMITTED BY: Ron Casman
 TITLE/COMPANY Project Manager



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 352

Project: Elm Elementary School Reconstruction Project

Date: 02-09-18

Discipline: Architectural

Subject: 2nd Level Breezeway Soffit's

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Per conversation in the field with SVA and Bernards

1) Please confirm that at the 2nd floor breezeway on the classroom building located between gridlines 9 & 11 and B & C we are to add (2) soffit's at 9'-0" A.F.F. The purpose of the Soffit's are to 1) conceal a PSL beam that would otherwise stay exposed along the walkway and 2) to conceal the overhead MEP's that have to cross the breezeway. Please see the attached sketches and confirm this is acceptable or provide an alternate solution.

2) Please confirm if we can eliminate the (2) false columns that are in the breezeway.

3) The IOR is inquiring if the beam in the attached picture needs to be fire rated. Please advise.

ANSWER

1. Confirmed to provide two soffits at 2nd floor breezeway per the suggested sketches
2. Confirmed to eliminate the two false columns in the breezeway.
3. Confirmed the PSL will need to be fire rated.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Cecil Rodriguez	2/15/2018
Pacific Interiors Enterprise	Curtis Dowell	2/15/2018
Abdellatif Enterprises Inc	Hazem Abdellatif	2/15/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Alex Rivera - Bernards

Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 353

Project: Elm Elementary School Reconstruction Project

Date: 02-09-18
Discipline: Structural

Subject: Shear Wall Openings for Louvers

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-111		
S-113		
M-1.1.1		
M-1.1.3		

QUESTION

Please advise if it is acceptable to put a 22 1/4" x 22 1/4" opening in the shear walls for the outside air louvers at the locations shown on the attached document. An 1 3/4" sleeve will also be required near every louver location for the secondary drain of the FCU units. See attached.

ANSWER

Proposed location of openings and sleeves structurally acceptable.
PSE-02/12/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	2/15/2018
Abdellatif Enterprises Inc	Hazem Abdellatif	2/15/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 353

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-09-18
Discipline: Structural

Subject: Shear Wall Openings for Louvers

Response Requested By: 02-13-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-111		
S-113		
M-1.1.1		
M-1.1.3		

QUESTION

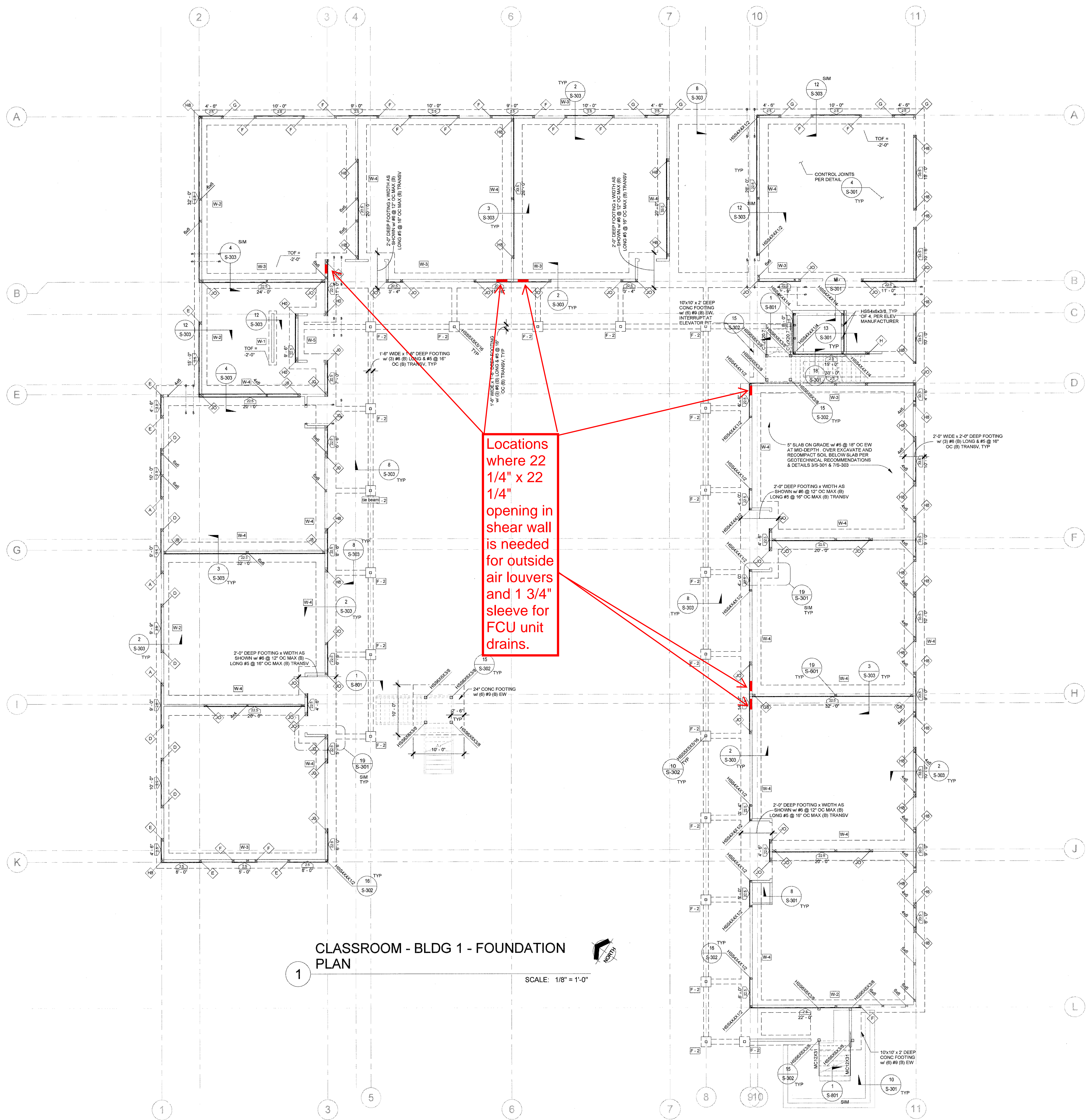
Please advise if it is acceptable to put a 22 1/4" x 22 1/4" opening in the shear walls for the outside air louvers at the locations shown on the attached document. An 1 3/4" sleeve will also be required near every louver location for the secondary drain of the FCU units. See attached.

ANSWER

Proposed location of openings and sleeves structurally acceptable.
PSE-02/12/18

Response Provided By: _____
Name Company Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



CLASSROOM - BLDG 1 - FOUNDATION PLAN
 SCALE: 1/8" = 1'-0"

FOUNDATION NOTES:

- FOR GENERAL NOTES AND ABBREVIATIONS SEE S-001 & S-002
- FOR TYPICAL CONCRETE DETAILS SEE SERIES S-300 SHEETS
- FOR TYPICAL STEEL DETAILS SEE SERIES S-500 SHEETS
- FOR TYPICAL WOOD DETAILS SEE SERIES S-600 SHEETS
- REFER TO ARCHITECTURAL DRAWINGS FOR CURBS, RAMPS, DRAINS, EXTERIOR SLABS, PITS, SWALES, TRENCHES, OPENINGS, DIMENSIONS, TOP OF SHEATHING & TOP OF PARAPET ELEVATIONS NOT SHOWN ON PLANS, ETC.
- VERIFY ALL DIMENSIONS, ELEVATIONS, FINISH SURFACES, SLOPES, DRAINS DEPRESSIONS, CURBS ETC. WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION.
- SEE CIVIL & LANDSCAPE DRAWINGS FOR ELEVATIONS AND SLOPES.
- CONTRACTOR TO VERIFY & COORDINATE LOCATIONS OF MECHANICAL AND ELECTRIC UNITS WITH MECHANICAL AND ELECTRICAL ENGINEER.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY ANY DISCREPANCY PRIOR TO POUR. NOTIFY THE ENGINEER FOR CORRECTIVE MEASURES.
- SEE DET 7/S-303 FOR OVER-EXCAVATION AND SUBGRADE SOIL PREPARATION DETAILS.
- ALL EXTERIOR STUDS SHALL BE 2x6 DF No 2 @ 16" OC UNO ALL EXTERIOR STUDS SHALL BE PER ARCHITECTURAL SCHEDULE @ 16" OC MAX. WALL STUDS AROUND ELEVATOR SHALL BE @ 12" OC ALL EXTERIOR WALLS BETWEEN GRID 3 AND 4 IN THE MPR BUILDING SHALL BE 2x8 MIN @ 16" OC MAX.

FOUNDATION LEGEND:

- TOSL=0'-0" INDICATES TOP OF SLAB ELEVATION FROM 0'-0"
- TOF INDICATES TOP OF FOOTING ELEVATION
- INDICATES SLAB DEPRESSION PER 9/S-301 UNO ON PLAN.
- 4x4 HDU INDICATES WOOD POST PER PLAN & HOLDDOWN PER 4/S-621
- SHEAR PANEL EXTENT SHEAR WALL MARK PER DET 2/S-621 MIN SHEAR WALL LENGTH
- WOOD POST POST SIZE SIMPSON HARDWARE
- SWSB INDICATES SIMPSON STRONG WALL PER SHEETS SWSB1 & SWSB2
- INDICATES STEP IN FOOTING PER 3/S-302

HOLDOWN SCHEDULE

SYMBOL	POST SIZE	HOLDOWN	SYMBOL	POST SIZE	HOLDOWN
A	6X6	HDU2	J	6X6	(2) HD19
B	6X6	HDU5	F8	6X8	HD19
C	6X6	HDU8	G8	6X8	(2) HDU11
D	6X6	HDU11	H8	6X8	(2) HD12
E	6X6	HD12	J0	6X10	(2) HD19
F	6X6	HD19	HD	6X10	(2) HD12
G	6X6	(2) HDU11	J2	6X12	(2) HD19
H	6X6	(2) HD12	G0	6X10	(2) HDU11
DA	4X6	HDU11	B4	4X6	HDU5
EA	4X6	HD12	D8	6X8	HDU11
EB	6X6	HD12	H2	6X12	(2) HD12
			H4	6X14	(2) HD12

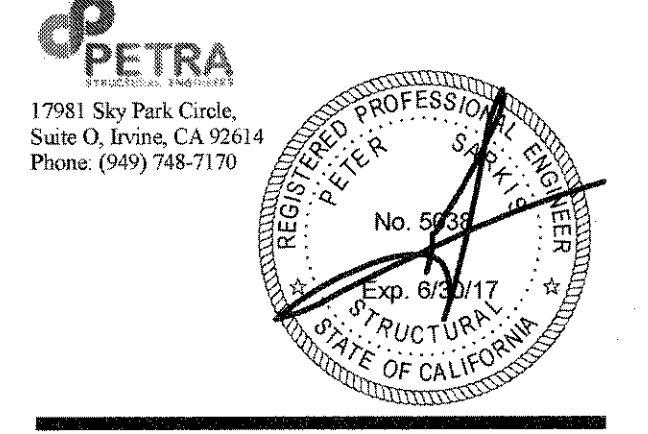
ISOLATED FOOTING SCHEDULE - SEE DETAILS 10/S-302 & 11/S-302

SYMBOL	MIN WIDTH	MIN LENGTH	DEPTH	REINFORCEMENT
F-2	2'-0"	2'-0"	2'-0"	(3) #6 EW (B)
F-3	3'-0"	3'-0"	2'-6"	(4) #6 EW (B)

REINFORCEMENT SCHEDULE

SYMBOL	MIN WIDTH	MIN DEPTH	LONG REBAR	TRANSV. REBAR
W-1	1'-6"	2'-0"	(3) #5 T&B	#5 @ 16" OC T&B
W-2	2'-6"	2'-0"	(3) #5 T&B	#5 @ 16" OC T&B
W-3	3'-0"	2'-0"	(5) #5 T&B	#5 @ 16" OC T&B
W-4	4'-0"	2'-0"	(5) #5 T&B	#5 @ 16" OC T&B
W-5	3'-0"	2'-0"	(4) #8 T&B	#5 @ 10" OC TIES
W-6	4'-6"	2'-0"	(6) #5 T&B	#6 @ 16" OC T&B

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



PETRA
 17981 Sky Park Circle,
 Suite O, Irvine, CA 92614
 Phone: (949) 748-7170

IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
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A# 03-116407
 AC FLS SS
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REVISIONS:

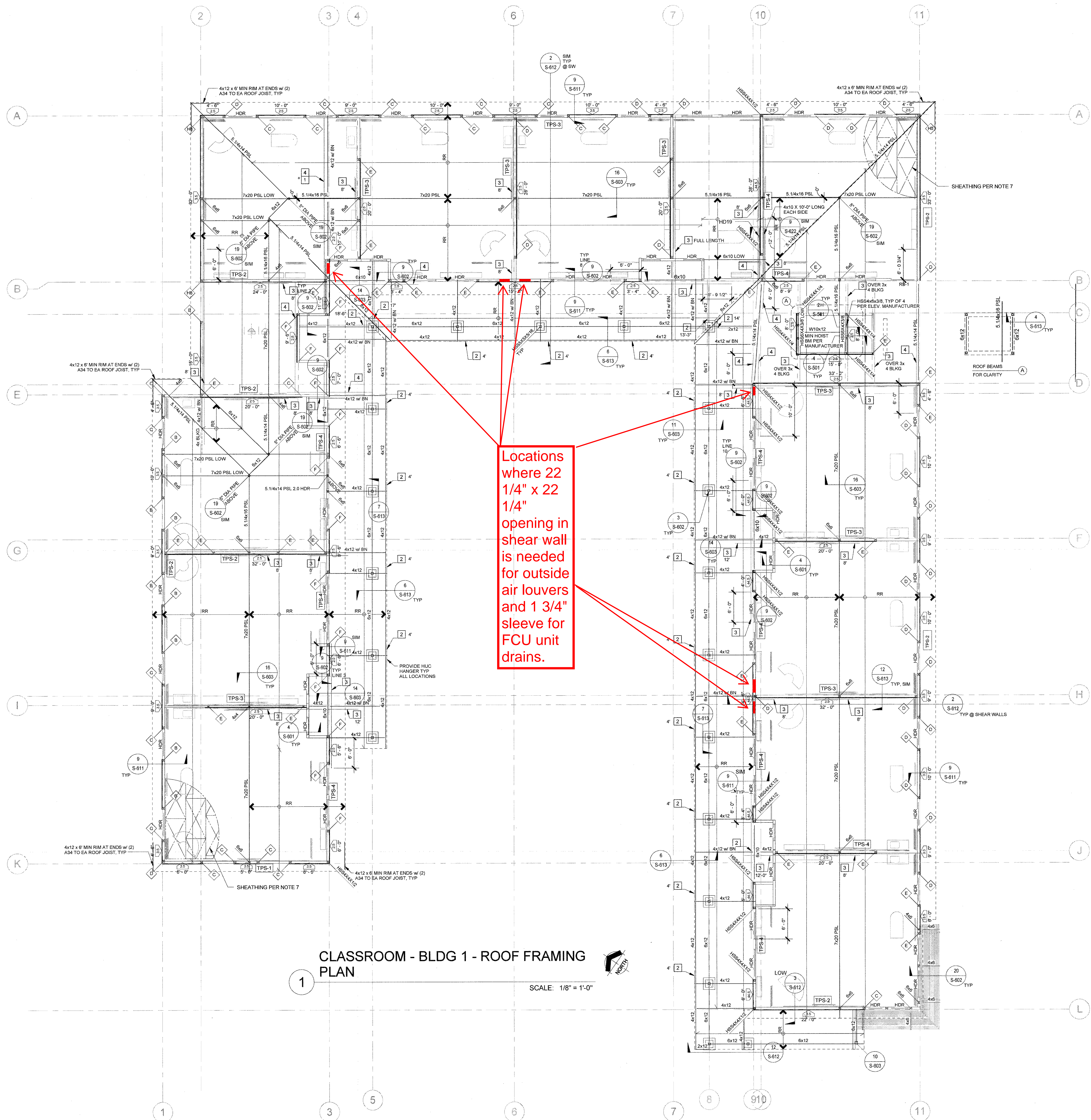
NO.	DESCRIPTION	DATE

DATE ISSUED: JAN 8-2016
PROJECT NO: 2013-76
SCALE:

SHEET NUMBER: S-111
SHEET TITLE: CLASSROOM - BLDG 1 - FOUNDATION PLAN



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CLASSROOM - BLDG 1 - ROOF FRAMING PLAN
 SCALE: 1/8" = 1'-0"

- FRAMING NOTES:**
- FOR GENERAL NOTES AND ABBREVIATIONS SEE SHEETS S-001 AND S-002
 - FOR TYPICAL STEEL DETAILS SEE S-500 SERIES SHEETS
 - FOR TYPICAL WOOD DETAILS SEE S-600 SERIES SHEETS
 - REFER TO ARCHITECTURAL DRAWINGS FOR CURBS, RAMPS, DRAINS, EXTERIOR SLABS, PITS, SWALES, TRENCHES, OPENINGS, DIMENSIONS, TOP OF SHEATHING & TOP OF PARAPET ELEVATIONS NOT SHOWN ON PLANS, ETC.
 - VERIFY ALL DIMENSIONS, ELEVATIONS, FINISH SURFACES, SLOPES, DRAINS DEPRESSIONS, CURBS ETC. WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION.
 - CONTRACTOR TO VERIFY & COORDINATE LOCATIONS OF MECHANICAL UNITS WITH MECHANICAL ENGINEER.
 - TYPICAL FLOOR SHEATHING: (CLASS ROOM BUILDING) 23/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, UNBLOCKED w/ 10d @ 6" OC AT BOUNDARIES AND SUPPORTING MEMBERS PER DETAIL 18/S-622 (TYP UNO)
 - TYPICAL ROOF SHEATHING: (CLASSROOM BUILDING) 15/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, UNBLOCKED w/ 10d @ 6" OC AT BOUNDARIES AND SUPPORTING MEMBERS PER DETAIL 18/S-622 (TYP UNO)
 - SPECIAL ROOF SHEATHING AT MPR BETWEEN GRIDS, 3 & 4 15/32" PLYWOOD RATED SHEATHING 2448, EXPOSURE 1 CDX GRADE, BLOCKED w/ MIN 2x FRAMING 10d @ 6" OC AT BOUNDARIES AND ALL PANEL EDGES PER DETAIL 18/S-622 (TYP UNO)
 - PSL = PARALAM BEAM BY WEYERHAEUSER WITH E = 2.0x10⁶ PSI OR E = 2.2x10⁶ PSI AS SHOWN
 - RT OR GT INDICATES MEMBER W/ BOUNDARY NAILING & DESIGNED FOR 240 PLF DRAG FORCE AT FLOOR & FOR 180 PLF DRAG FORCE AT ROOF BY MFR OVER LENGTH OF MEMBER.
 - ALL EXTERIOR STUDS SHALL BE 2x6 OF NO 2 @ 16" OC UNO ALL EXTERIOR STUDS SHALL BE PER ARCHITECTURAL SCHEDULE @ 16" OC MAX. WALL STUDS AROUND ELEVATOR SHALL BE @ 12" OC ALL EXTERIOR WALLS BETWEEN GRID 3 AND 4 IN THE MPR BUILDING SHALL BE 3x6 MIN @ 16" OC MAX.
 - SEE REBUILT DRAWINGS FOR JOIST SIZES AND PROFILE, AS WELL AS ANY BRACING AND BRIDGING TYPE, SPACING AND DETAILING AS REQUIRED DURING CONSTRUCTION OR PERMANENTLY TO RESIST GRAVITY AND WINDS LOADS.
 - PROVIDE 4x4 POST MIN AT EACH BEAM ON WALL.

- FRAMING LEGEND:**
- HDR HEADER PER DETAILS 1 & 2/ S-601 ALIGN BOTTOM OF HEADER AT TOP OPENING
 - 6x FLUSH BEAM DEPTH OF BEAM MATCHES JOIST DEPTH. AT PERPENDICULAR WALL, PROVIDE POST TO MATCH BEAM WIDTH & WALL DEPTH. SEE DETAIL 3/S-602
 - 6x DROP DROP BEAM, ALIGN TOP BEAM W/ BOTTOM OF JOISTS. AT PERPENDICULAR WALL, PROVIDE TRIMMER TO MATCH BEAM WIDTH & WALL DEPTH.
 - RT = ROOF TRUSSES
FJ = FLOOR JOIST
RR = ROOF RAFTER
SEE JOIST SCHEDULE BELOW
 - SHEAR PANEL EXTENT
SHEAR WALL MARK PER DET 2/S-621
MIN SHEAR WALL LENGTH
 - HDU INDICATES WOOD POST PER PLAN & HOLD DOWN PER SCHEDULE AND 4/S-621 & 14/S-622
 - HOLD-DOWN MARK TO WOOD POST PER DET 4/S-621
 - CONSTRUCTION NOTE PER KEY
 - TPS-1 INDICATES TOP PLATE SPLICE PER DET 18/S-621

- CONSTRUCTION NOTE KEY:**
- INDICATES SIMPSON CS16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 4.18" OC
 - INDICATES SIMPSON CMSTC16 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3" OC
 - INDICATES SIMPSON CMST14 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3.1/2" OC
 - INDICATES SIMPSON CMST12 STRAP (LENGTH AS SHOWN) w/ (2) ROWS OF 10d NAILS @ 3.1/2" OC

JOIST SCHEDULE

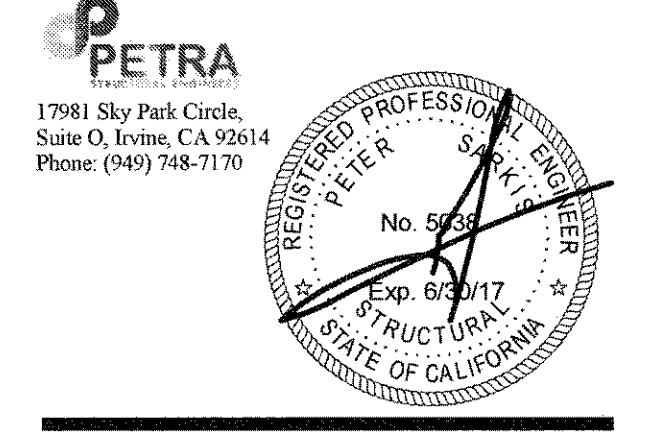
MARK	SIZE	SPACING	MAX LENGTH
RT	16" O/W RED-W	32" OC	33'-0"
RT-2	14" RED-65	24" OC	25'-0"
RR	2x12	24" OC	16'-0"
RR	2x12	18" OC	20'-0"
RR	2x12	12" OC	22'-0"
RT-3 (LL-20PSF)	20-33-20 O/W RED W	16" OC	55'-0"
FJ (LL-450 PSF)	20" RED-80HS	16" OC	33'-0"

NOTE THAT MAXIMUM LENGTH IS THE CLEAR DIMENSION BETWEEN SUPPORTS, ADJUSTED FOR ROOF SLOPE AS REQUIRED.

HOLD-DOWN SCHEDULE

SYMBOL	POST SIZE	HOLD-DOWN	SYMBOL	POST SIZE	HOLD-DOWN
A	6X6	HDU	J	6X6	(2) HD19
B	6X6	HDU5	EA	6X8	HD12
C	6X6	HDU8	FA	6X8	HD19
D	6X6	HDU11	GA	6X8	(2) HDU11
E	6X6	HD12	HA	6X8	(2) HD12
F	6X6	HD19	IA	6X10	(2) HD19
G	6X6	(2) HDU11	JA	6X10	(2) HD12
H	6X6	(2) HD12	KA	6X12	(2) HD19
DA	4X8	HDU11	LA	6X10	(2) HDU11
HA	4X8	(2) HD12	MA	4X8	HDU5
			NA	6X8	HDU11

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 A# 03-116407
 AC / FLS SS / PJ
 DATE: AUG 01 2016

REVISIONS:

NO.	DESCRIPTION	DATE

DATE ISSUED: JAN 8-2016
 PROJECT NO: 2013-75
 SCALE:

SHEET NUMBER: **S-113**
 SHEET TITLE: **CLASSROOM - BLDG 1 - ROOF FRAMING PLAN**



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Shear Wall



22 1/4"



1 3/4" sleeve TYP.



REQUEST FOR INFORMATION

RFI No.: 352

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-09-18
Discipline: Architectural

Subject: 2nd Level Breezeway Soffit's

Response Requested By: 02-16-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Per conversation in the field with SVA and Bernards

- 1) Please confirm that at the 2nd floor breezeway on the classroom building located between gridlines 9 & 11 and B & C we are to add (2) soffit's at 9'-0" A.F.F. The purpose of the Soffit's are to 1) conceal a PSL beam that would otherwise stay exposed along the walkway and 2) to conceal the overhead MEP's that have to cross the breezeway. Please see the attached sketches and confirm this is acceptable or provide an alternate solution.
- 2) Please confirm if we can eliminate the (2) false columns that are in the breezeway.
- 3) The IOR is inquiring if the beam in the attached picture needs to be fire rated. Please advise.

ANSWER

1. Confirmed to provide two soffits at 2nd floor breezeway per the suggested sketches.
2. Confirmed to eliminate the two false columns in the breezeway.
3. Confirmed the PSL will need to be fire rated.

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>2/14/18</u>
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# 03-116407
 AC. FLS. SS.
 DATE AUG 01 2016

REVISIONS:

NO.	DESCRIPTION	DATE

DATE ISSUED: APRIL 8, 2016
 PROJECT NO: 1340159-Bldg 1
 SCALE: As indicated

SHEET NUMBER: A1-11.5
 SHEET TITLE:

CLASSROOM - BLDG 1 - REFLECTED CEILING PLAN



DESCRIPTION

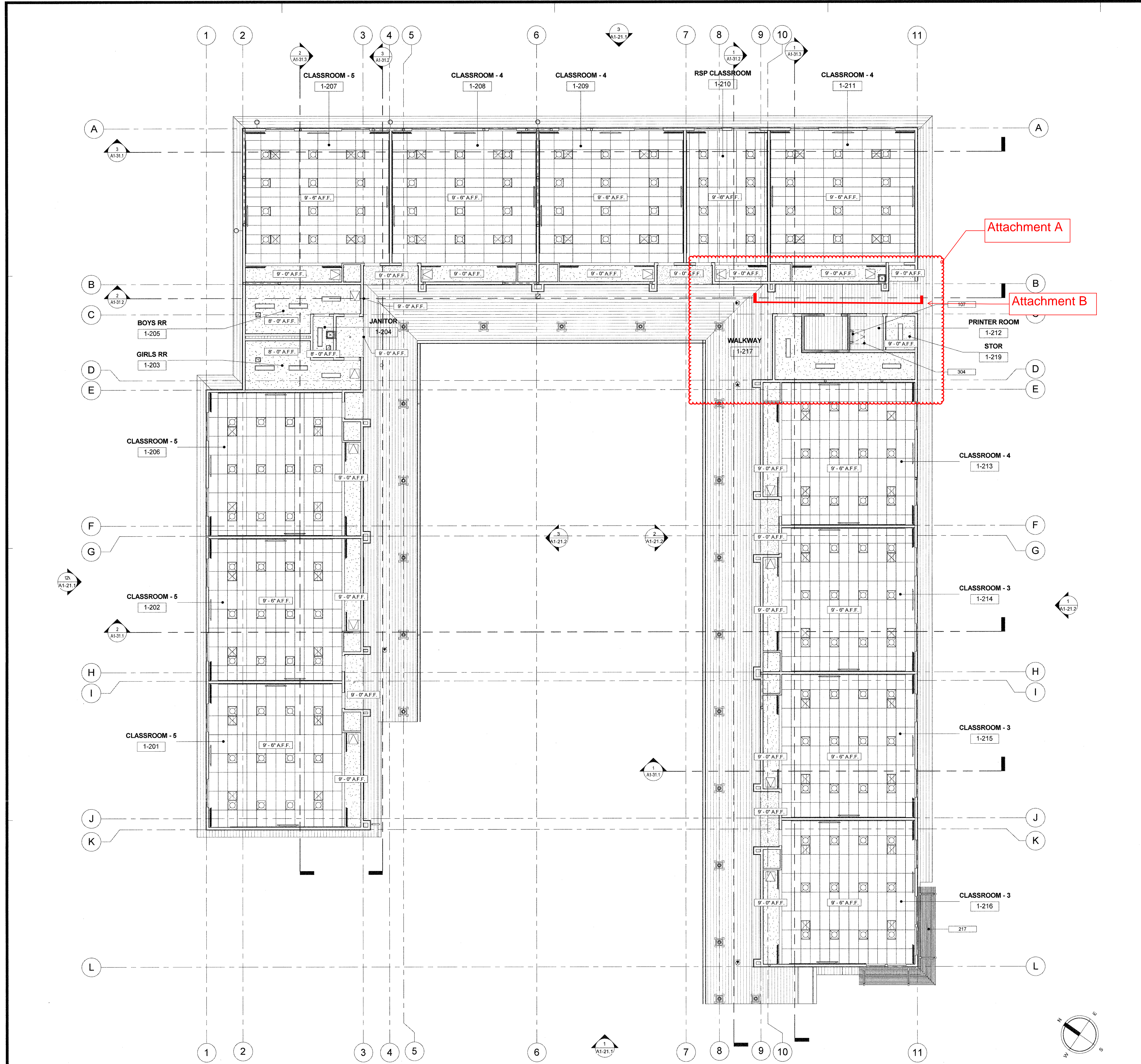
107	ROOF LADDER PER DETAIL 2/A-64.4
217	SUN SHADE AT ENTRANCE OF CLASSROOM BUILDING PER DETAIL 5/A-64.6
304	ROOF HATCH, SEE DETAIL 9/A-63.1

KEYNOTE LEGEND

- RECESSED SUPPLY AIR GRILL
- RECESSED RETURN AIR GRILL
- RECESSED EXHAUST AIR GRILL
- FLUORESCENT OR HID LIGHTING FIXTURE, CEILING OR WALL MOUNTED AS SHOWN, WALL MOUNTING TO BE 8'-0" TYP.
- 24" X 48" FLUORESCENT LIGHT FIXTURE
- 12" X 48" FLUORESCENT LIGHT FIXTURE
- PENDANT MOUNTED, EXPOSED FLUORESCENT STRIP LIGHT, MOUNT 7'-0" MIN. A.F.F.
- WALL MOUNTED, EXPOSED FLUORESCENT STRIP LIGHT
- EXIT SIGN WITH DIRECTION ARROWS AS INDICATED, SHADED QUADRANT INDICATES FACE ON EMERGENCY CIRCUIT
- DATA AND POWER OUTLET IN CEILING FOR LCD PROJECTOR
- LCD - CEILING MOUNTED LCD PROJECTOR, SECURE MOUNTING BRACKET TO STRUCTURE
- AV SYSTEM SPEAKER CEILING MOUNTED
- RECESSED CEILING INTERCOM SPEAKER
- SECURITY SENSOR CEILING MOUNTED
- WALL MOUNTED FIRE ALARM EQUIPMENT
- CEILING MOUNTED SMOKE DETECTOR
- LIGHT FIXTURE, WALL WASHER
- LIGHT FIXTURE, PENDANT, SUSPEND 24" X 24" FROM CEILING, BOTTOM OF FIXTURE NOT TO BE LESS THAN 7'-0" FROM FINISH FLOOR
- SCONCE, WALL MOUNTED, 17'-4"
- LIGHT TUBE WITH 2" X 2" DIFFUSER
- ACCESS DOOR, 24" X 24", U.N.O.
- 2" X 4" SUSPENDED CEILING TILES, SEE NOTE 2
- GYP BOARD CEILING, SEE NOTE 1
- EXTERIOR PLASTER CEILING, SEE NOTE 3
- T1-11 SIDING, SEE NOTE 9

- NOTES:
1. FOR SUSPENDED GYP BOARD CEILING, SEE SHEET A-64.2
 2. SUSPENDED ACOUSTICAL CEILING, SEE SHEET A-64.1
 3. EXTERIOR PLASTER CEILINGS, SEE SHEET A-64.2
 4. PLUMBING, MECHANICAL, ELECTRICAL, AND FIRE PROTECTION COMPONENTS ARE SHOWN FOR REFERENCE AND COORDINATION PURPOSES. PLEASE REFER TO PLUMBING, MECHANICAL, ELECTRICAL, AND FIRE PROTECTION DRAWINGS FOR COMPONENT & SYSTEM QUANTITIES, TYPES, AND REQUIREMENTS.
 5. CENTER LIGHTING FIXTURES BETWEEN OPPOSITE WALLS IN BOTH DIRECTIONS, U.N.O.
 6. ALL DIMENSIONS, NOTES, KEYNOTES, & DETAIL CALLOUTS ARE TYPICAL, U.N.O.
 7. SEE A1-SS.1 FOR INTERIOR FINISH LEGEND
 8. ALL DUCTS SHALL BE PAINTED COLOR P-3, FLAT BLACK.
 9. T1-11 SIDING, ATTACH TO UNDERSIDE OF FRAMING PER DETAIL 15/A-64.2. PRIME AND PAINT PER ARCHITECTS DIRECTION

* REFER TO ELECTRICAL DRAWINGS FOR LOCATIONS OF EMERGENCY LIGHTING.



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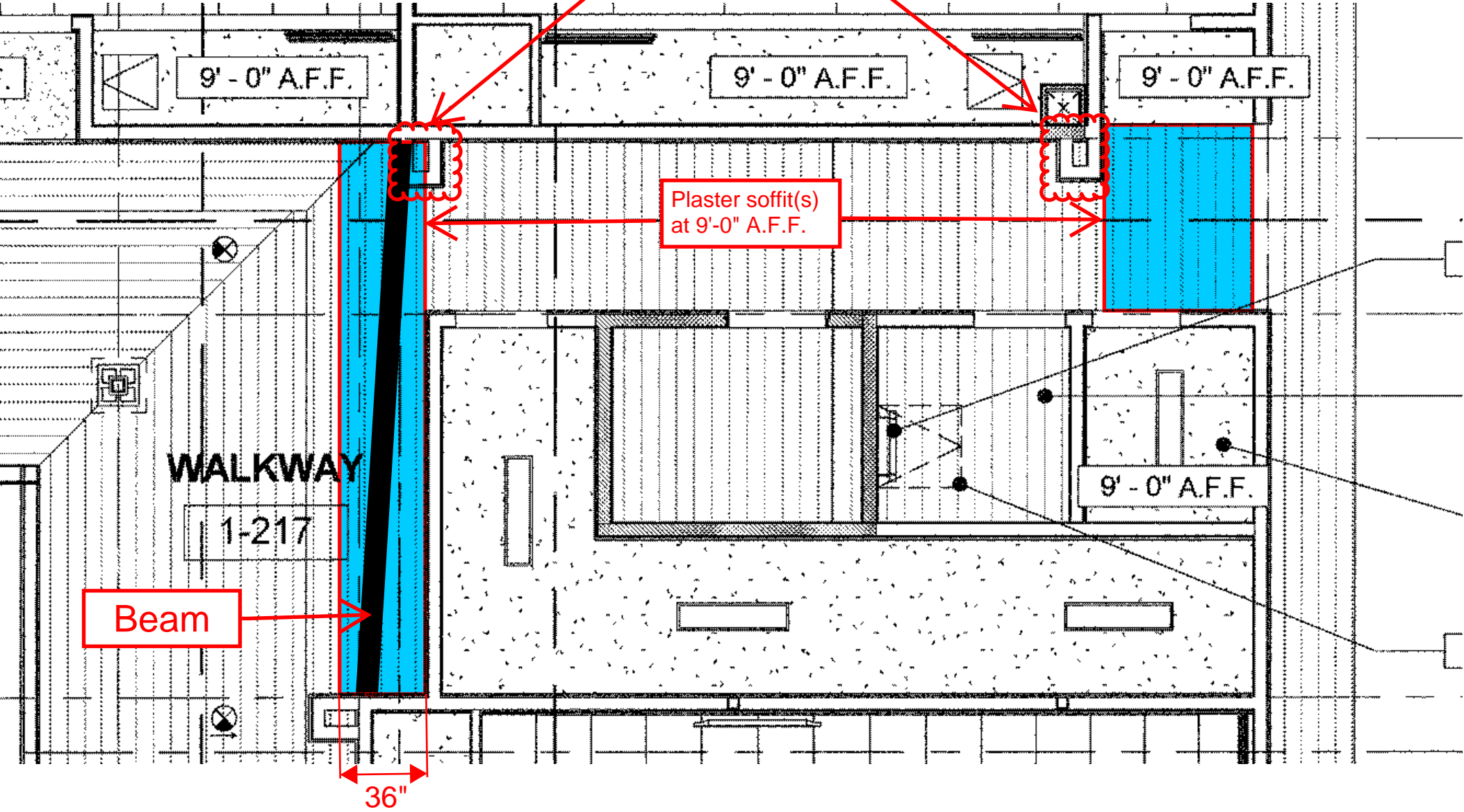
Eliminate
Columns

Plaster soffit(s)
at 9'-0" A.F.F.

Beam

WALKWAY
1-217

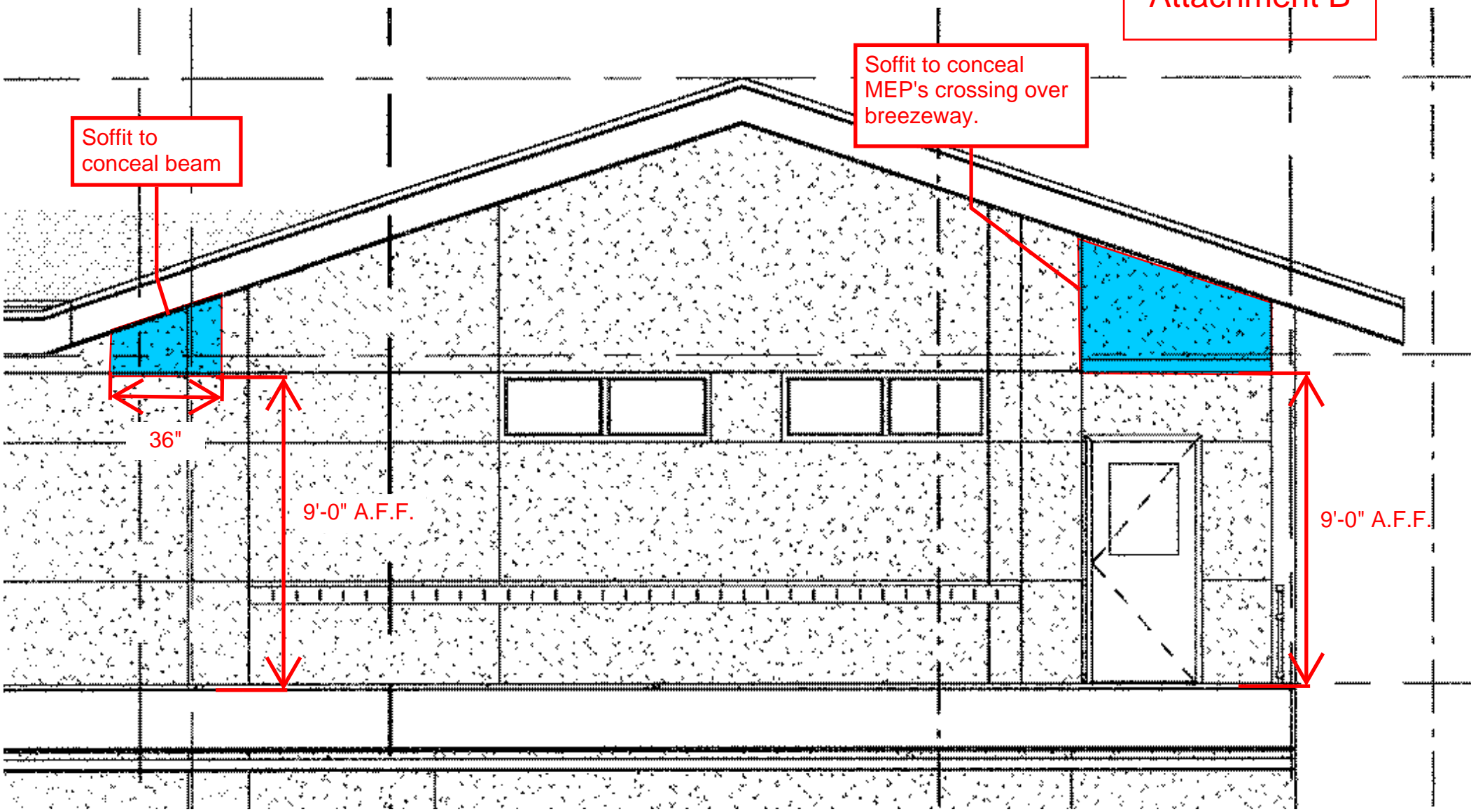
36"



Attachment B


Soffit to conceal beam

Soffit to conceal MEP's crossing over breezeway.





Beam that's currently exposed.



Area where MEP's
need to cross
breezeway.



HOURLY LABOR COST RATES

Sub/Contractor: Perlite Plastering Co., Inc. **Trade:** Lathers
Date: 7/1/2017 **Classification:** Foreman
Project: Elm Elementary School
Rate Effective Through: June 30, 2018 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.25	\$ 66.38	\$ 88.50
Vacation & Holiday Accrual	\$ 5.60	\$ 5.60	\$ 5.60
Hourly Taxable Wage Costs Subtotal	\$ 49.85	\$ 71.98	\$ 94.10
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.74	\$ 4.12	\$ 5.49
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.05	\$ 0.08	\$ 0.11
SUI	\$ 0.39	\$ 0.58	\$ 0.78
Workers Compensation Insurance	\$ 9.35	\$ 9.35	\$ 9.35
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 13.18	\$ 15.10	\$ 17.01
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.10	\$ 7.10	\$ 7.10
Pension & Retirement (or equivalent)	\$ 4.91	\$ 4.91	\$ 4.91
Training (or equivalent)	\$ 0.57	\$ 0.57	\$ 0.57
Hourly Benefits Subtotal	\$ 12.58	\$ 12.58	\$ 12.58
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 75.61	\$ 99.66	\$ 123.69

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: Perlite Plastering Co., Inc. **Trade:** Lathers
Date: 7/1/2017 **Classification:** Journeyman
Project: Elm Elementary School
Rate Effective Through: June 30, 2018 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 41.25	\$ 61.88	\$ 82.50
Vacation & Holiday Accrual	\$ 5.60	\$ 5.60	\$ 5.60
Hourly Taxable Wage Costs Subtotal	\$ 46.85	\$ 67.48	\$ 88.10
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.56	\$ 3.84	\$ 5.12
Medicare	\$ 0.60	\$ 0.90	\$ 1.20
FUI	\$ 0.05	\$ 0.07	\$ 0.10
SUI	\$ 0.36	\$ 0.54	\$ 0.73
Workers Compensation Insurance	\$ 8.72	\$ 8.72	\$ 8.72
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 12.29	\$ 14.07	\$ 15.86
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.10	\$ 7.10	\$ 7.10
Pension & Retirement (or equivalent)	\$ 4.91	\$ 4.91	\$ 4.91
Training (or equivalent)	\$ 0.57	\$ 0.57	\$ 0.57
Hourly Benefits Subtotal	\$ 12.58	\$ 12.58	\$ 12.58
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 71.72	\$ 94.13	\$ 116.54

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: Perlite Plastering Co., Inc. **Trade:** Plaster Tenders
Date: 8/2/2017 **Classification:** Foreman
Project: Elm Elementary School
Rate Effective Through: August 1, 2018 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.05	\$ 57.58	\$ 74.10
Vacation & Holiday Accrual	\$ 5.12	\$ 5.12	\$ 5.12
Hourly Taxable Wage Costs Subtotal	\$ 42.17	\$ 62.70	\$ 79.22
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.30	\$ 3.57	\$ 4.59
Medicare	\$ 0.54	\$ 0.83	\$ 1.07
FUI	\$ 0.04	\$ 0.07	\$ 0.09
SUI	\$ 0.33	\$ 0.51	\$ 0.65
Workers Compensation Insurance	\$ 7.83	\$ 7.83	\$ 7.83
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 11.04	\$ 12.81	\$ 14.24
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.06	\$ 7.06	\$ 7.06
Pension & Retirement (or equivalent)	\$ 6.15	\$ 6.15	\$ 6.15
Training (or equivalent)	\$ 1.02	\$ 1.02	\$ 1.02
Hourly Benefits Subtotal	\$ 14.23	\$ 14.23	\$ 14.23
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 67.44	\$ 89.74	\$ 107.69

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: Perlite Plastering Co., Inc. **Trade:** Plaster Tenders
Date: 8/2/2017 **Classification:** Journeyman
Project: Elm Elementary School
Rate Effective Through: August 1, 2018 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 35.05	\$ 52.58	\$ 70.10
Vacation & Holiday Accrual	\$ 5.12	\$ 5.12	\$ 5.12
Hourly Taxable Wage Costs Subtotal	\$ 40.17	\$ 57.70	\$ 75.22
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.17	\$ 3.26	\$ 4.35
Medicare	\$ 0.51	\$ 0.76	\$ 1.02
FUI	\$ 0.04	\$ 0.06	\$ 0.08
SUI	\$ 0.31	\$ 0.46	\$ 0.62
Workers Compensation Insurance	\$ 7.41	\$ 7.41	\$ 7.41
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 10.44	\$ 11.96	\$ 13.47
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.06	\$ 7.06	\$ 7.06
Pension & Retirement (or equivalent)	\$ 6.15	\$ 6.15	\$ 6.15
Training (or equivalent)	\$ 1.02	\$ 1.02	\$ 1.02
Hourly Benefits Subtotal	\$ 14.23	\$ 14.23	\$ 14.23
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 64.84	\$ 83.89	\$ 102.92

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: Perlite Plastering Co., Inc. **Trade:** Plasterers
Date: 8/2/2017 **Classification:** Foreman
Project: Elm Elementary School
Rate Effective Through: August 1, 2018 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.61	\$ 56.42	\$ 75.22
Vacation & Holiday Accrual	\$ 5.65	\$ 5.65	\$ 5.65
Hourly Taxable Wage Costs Subtotal	\$ 43.26	\$ 62.07	\$ 80.87
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.33	\$ 3.50	\$ 4.66
Medicare	\$ 0.55	\$ 0.82	\$ 1.09
FUI	\$ 0.05	\$ 0.07	\$ 0.09
SUI	\$ 0.33	\$ 0.50	\$ 0.66
Workers Compensation Insurance	\$ 7.95	\$ 7.95	\$ 7.95
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 11.20	\$ 12.83	\$ 14.46
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 9.13	\$ 9.13	\$ 9.13
Pension & Retirement (or equivalent)	\$ 4.59	\$ 4.59	\$ 4.59
Training (or equivalent)	\$ 1.71	\$ 1.71	\$ 1.71
Hourly Benefits Subtotal	\$ 15.43	\$ 15.43	\$ 15.43
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 69.89	\$ 90.34	\$ 110.76

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: Perlite Plastering Co., Inc. **Trade:** Plasterers
Date: 8/2/2017 **Classification:** Journeyman
Project: Elm Elementary School
Rate Effective Through: August 1, 2018 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 35.61	\$ 53.42	\$ 71.22
Vacation & Holiday Accrual	\$ 5.65	\$ 5.65	\$ 5.65
Hourly Taxable Wage Costs Subtotal	\$ 41.26	\$ 59.07	\$ 76.87
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.21	\$ 3.31	\$ 4.42
Medicare	\$ 0.52	\$ 0.77	\$ 1.03
FUI	\$ 0.04	\$ 0.06	\$ 0.09
SUI	\$ 0.31	\$ 0.47	\$ 0.63
Workers Compensation Insurance	\$ 7.53	\$ 7.53	\$ 7.53
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 10.61	\$ 12.15	\$ 13.69
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 9.13	\$ 9.13	\$ 9.13
Pension & Retirement (or equivalent)	\$ 4.59	\$ 4.59	\$ 4.59
Training (or equivalent)	\$ 1.71	\$ 1.71	\$ 1.71
Hourly Benefits Subtotal	\$ 15.43	\$ 15.43	\$ 15.43
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 67.30	\$ 86.65	\$ 105.99

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



CONTINGENCY ALLOCATION REQUEST

CAR No. 270 R1

Date: 2/4/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Paint HVAC Louvers

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-4,361
	Subtotal:	-4,361

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to paint aluminum louvers.	Vanguard Painting	4,361
Reason: Louvers are factory finished with a clearcoat. Specifications exclude painting anything with a factory finish. This is additional work not included in the original scope.		
Requested By: SVA Architects		
	Subtotal:	4,361
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

VANGUARD
PAINTING INC.

2541 Topaz Court
Oxnard, CA 93030

Phone: (805) 650-0111
Fax: (805) 650-0122

License #: 554570

April 29, 2018

Ms. Gina Sierra
Bernards Bros
555 First Street
San Fernando, CA 91340

RE: Added Louvers
Job: Elm Street ES

Ms. Sierra:

I need to paint the aluminum louvers on campus. There are 79 of them. I will need to apply three coats, per the specifications, to each louver.

My price is:

Labor = 60 MH (@ \$ 58.10/MH)	\$ 3,486.00
Materials = 12 gallons (@ \$ 40/gal)	\$ 480.00
Mark-up = 10%	<u>\$ 396.60</u>
Total	\$ 4,362.60

Sincerely,



Thomas Roerich
Elm 07

PROJECT Elm Street ES (No GL) **PROJECT NO.** _____
CONTRACTOR Bernards Bros. **CONTRACT NO.** _____
SUBCONTRACTOR Vanguard Painting, Inc. **DATE** 6/22/18

HOURLY LABOR RATE WORKSHEET
(Reference Contract General Conditions, Article 6.01-c)

TRADE: Painter to 12/31/2018


CLASSIFICATION: Journeyman

Item	% Rate	Prevailing Wage Rate			Notes
		Regular Time	Overtime	Double Time	
Base Labor Rate		\$ 31.09	\$ 46.64	\$ 62.18	
Vacation/Holiday		2.55	2.55	2.55	
Total Taxable Wage		\$ 33.64	\$ 49.19	\$ 64.73	
Fringe Benefits:					
Pension		3.04	3.04	3.04	
Health/Welfare		8.85	8.85	8.85	
Training/Certification		0.60	0.60	0.60	
Other		0.91	0.91	0.91	
Fringe Benefits Subtotal		\$ 13.40	\$ 13.40	\$ 13.40	
Total Hourly Rate		\$ 47.04	\$ 62.59	\$ 78.13	
Burden:					
Taxes & Insurance					
FICA	6.20%	2.09	3.05	4.01	
Medicare	1.45%	0.49	0.71	0.94	
Federal Unemployment	1.10%	0.37	0.54	0.71	
California Unemployment	6.20%	2.09	3.05	4.01	
Workers Compensation	17.93%	6.03	6.03	6.03	
Liability Ins. Premium (for labor only)	0.00%	-	-	-	
Other - Travel / Per Diem		-	1.15	1.15	
Burden Subtotal	32.88%	\$ 11.06	\$ 14.53	\$ 16.86	
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC, 6.01-b(4)
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC, 6.01-b(4)
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC, 6.01-b(4)
TOTAL HOURLY RATE		\$ 58.10	\$ 77.12	\$ 94.99	

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of the Contract General Conditions, Article 6. Mark-up rates for utility repair work shall be adjusted in accordance with Article 4.08-e.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
 Note: The above rates are scheduled to change on 7/1/2018

Rates certified by: Thomas Roerich Company Name: Vanguard Painting, Inc.
 (print name)

Signature: 



CONTINGENCY ALLOCATION REQUEST

CAR No. 358 R2

Date: 11/8/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Hunsaker Restake Bull 10 and 3.1

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-2,400
	Subtotal:	-2,400

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to resurvey electrical enclosure after changes were made in Bulletin 10 and resurvey manholes and sewer lift stations per Bulletin 3.1.	Hunsaker & Associates	2,400
Reason: Changes due to Bulletins 10 and 3.1.		
Requested By: SVA Architects		
Ref: Bulletins 10 and 3.1		
	Subtotal:	2,400

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



HUNSAKER & ASSOCIATES LOS ANGELES, INC.

26074 Avenue Hall, Suite 23, Valencia CA 91355
(661) 294-2211 ~ Fax (661) 294-9890 ~ www.hunsakerLA.com
Planning • Engineering • Surveying • Government Relations

H&A Agreement Change Order No. 4 Original H&A Agreement #H&A #0118-005-001

Client: **Attn: Jaime Pace** Date: 03/21/2018
 Bernards Project Elm Elementary School
 450 East Elm Street
 Oxnard, CA 93033 Project No.: 0118-005-001/ 2018-1044


Attn: **Jaime Pace**

Fax: Mailed: Emailed:

Change Order #3..... \$1,705

Description of Services	Total Hours	Billing
• ORTEGA, PAUL 8/10/2017 revise electrical enclosure	1.00	128.00
• Wallace, Ira 9/13/2017 Coord. w/ asst engineer gas line exhibit	.50	77.00
• Wallace, Ira 12/6/2017 Verify recent utility and pg plans to original control and building corners.	1.50	231.00
• Campos, Jay 12/4/2017 CALC/PREPARE CUTSHEET FOR PRVT SEWER FOR STAKING AND	2.00	288.00
• Wallace, Ira 12/7/2017 Elm school cad verification.	.50	77.00
• Campos, Jay 3/21/2018 EXTRA TICKET #2927. RESTAKE SCE WALL ENCLOSURE PER BULLETIN 10. CHAINMAN-P.HURTADO	4.00	904.00
Total	9.50	1,705.00

Comments: If this meets with your approval, please sign below. Fill sign below and return to this office with a purchase order or equivalent. If you have any questions, please call.

Sincerely,


G. Ira Wallace, PE
Sr. PM
iwallace@hunsaker.com
 (661) 705-2221

Approved by:

 (Signature) Date

 (Print Name)



Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

3 MacArthur Place, Suite 850
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

**Elm Street Elementary School
Bulletin # 10 Narrative**

Revision:

8/16/2017

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin. **Do not proceed** with any items described in this Bulletin without written authorization from the Owner.*

Changes to Drawings and/or Specifications:

Revisions to the Utility Enclosure.

- Reducing the size of the enclosure and deletion of one gate due to the elimination of the switch pad per the discussion with Edison.

Drawings

Sheet A0-1.3 – Enlarged site plan

Distribution:

District
Contractor
IOR

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14th) day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Elm Street Elementary School, located at 450 East Elm Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

#16-199

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

- 2 -

#16-199

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

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibits A and B** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- 3 -

- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00). The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of Twenty-One Million Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents (\$21,462,701.00) and, (2) a Contractor Contingency in the amount of Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00), and, (3) Sublease Payments in the amount of \$97,112.00 per month for 12 months, for a total lease value of One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00) pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibits A and B** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

#16-199

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 to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

- 6 -

#16-199

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.

- 7 -

#16-199

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of

- 8 -

#16-199

proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- 9 -

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

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

#16-199

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.

- 11 -

#16-199

- 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.

- 12 -

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.

#16-199

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,

- 16 -

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

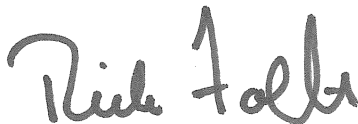
SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR

Bernards



THE DISTRICT

Oxnard School District,
a California school district

- 18 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

#16-199

By: Rick Fochtman

Title: Senior Vice President

Date: 01/12/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 1-24-17

- 19 -

OXNARD SCHOOL DISTRICT
Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

#16-199

EXHIBITS A and B

Scope of Work

- 20 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

EXHIBIT A

Scope of Work

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project will be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

GENERAL PLAN SHEETS

	PLAN SHEET DATE
GEN-1 SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2 GENERAL NOTES	1/8/2016
GEN-3 PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4 COMMON AREA ACCESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5 SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6 ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016

CIVIL PLAN SHEETS

C-01 TITLE SHEET	4/8/2016
C-02 DETAIL SHEET	4/8/2016
C-03 DETAIL SHEET	4/8/2016
C-04 DETAIL SHEET	4/8/2016
C-05 DEMOLITION PLAN	4/8/2016
C-06 PRECISE GRADING	4/8/2016
C-07 PRECISE GRADING	4/8/2016
C-08 UTILITY PLAN	4/8/2016
C-09 STORM DRAIN PLAN	4/8/2016
C-10 STORM DRAIN DETAILS	4/8/2016
C-11 STORM DRAIN DETAILS	4/8/2016
C-12 STORM DRAIN DETAILS	4/8/2016
C-13 STORM DRAIN DETAILS	4/8/2016

ARCHITECTURE PLAN SHEETS

A0-0.1 PROJECT DATA	1/8/2016
A0-1.0 CAMPUS PLAN	1/8/2016
A0-1.1 SITE PLAN	1/8/2016
A0-1.2 FIRE ACCESS PLAN	1/8/2016
A0-1.3 ENLARGED SITE PLANS	1/8/2016
A0-2.1 CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2 MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3 ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4 KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53-1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

		1/8/2016
A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016

STRUCTURAL PLAN SHEETS

		1/8/2016
S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

STRUCTURAL PLAN SHEETS, continued

SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016

PLUMBING PLAN SHEETS

P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014

FIRE SPRINKLER PLAN SHEETS

FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016

EXHIBIT A

Scope of Work

FIRE SPRINKLER PLAN SHEETS, continued

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

MECHANICAL PLAN SHEETS

M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014

EXHIBIT A

Scope of Work

MECHANICAL PLAN SHEETS, continued

M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

ELECTRICAL PLAN SHEETS

E-0.1	GENERAL NOTES AND ABBREVIATIONS	3/6/2015
E-0.2	ELECTRICAL SYMBOL LIST	3/6/2015
E-0.3	FIRE ALARM SYMBOL LIST	3/6/2015
E-0.4	CABLE SCHEDULE	3/6/2015
E-0.5	LIGHT FIXTURE SCHEDULE	3/6/2015
E-0.6	MECHANICAL SCHEDULE	3/6/2015
E-1.1	SITE UTILITY PLAN	3/6/2015
E-1.2	ELECTRICAL SITE PLAN	3/6/2015
E-1.3	SITE LIGHTING PLAN	3/6/2015
E-1.4	SITE LIGHTING CALC. PLAN	3/6/2015
E-1.6	SIGNAL SITE PLAN	3/6/2015
E1-2.1F	CLASSROOM FIRST FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.1L	CLASSROOM FIRST FLOOR LIGHTING PLAN	3/6/2015
E1-2.1LC	CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL	3/6/2015
E1-2.1LCE	CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.1P	CLASSROOM FIRST FLOOR POWER PLAN	3/6/2015
E1-2.1S	CLASSROOM FIRST FLOOR SIGNAL PLAN	3/6/2015
E1-2.2F	CLASSROOM SECOND FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.2L	CLASSROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E2-3.1	MULTI-PURPOSE ROOF POWER PLAN	3/6/2015
E2-4.1	MULTI-PURPOSE ENLARGED PLAN	3/6/2015
E2-5.1	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-5.2	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-6.1	MULTI-PURPOSE F. A. RISER DIAGRAM	3/6/2015
E2-6.2	MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E2-8.1	MULTI-PURPOSE TITLE 24	3/6/2015
E2-8.2	MULTI-PURPOSE TITLE 24	3/6/2015
E3-2.1F	ADMINISTRATION FIRE ALARM PLAN	3/6/2015
E3-2.1L	ADMINISTRATION LIGHTING PLAN	3/6/2015
E3-2.1LC	ADMINISTRATION LIGHTING CALC NORMAL	3/6/2015
E3-2.1LCE	ADMINISTRATION LIGHTING CALC EGRESS	3/6/2015
E3-2.1P	ADMINISTRATION POWER PLAN	3/6/2015
E3-2.1S	ADMINISTRATION SIGNAL PLAN	3/6/2015
E3-2.2P	ADMINISTRATION ROOF POWER PLAN	3/6/2015
E3-3.1	ADMINISTRATION BUILDING ENLARGED PLAN	3/6/2015
E3-5.1	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-5.2	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-6.1	ADMINISTRATION F. A. RISER DIAGRAM	3/6/2015
E3-6.2	ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E3-8.1	ADMINISTRATION TITLE 24	3/6/2015
E3-8.2	ADMINISTRATION TITLE 24	3/6/2015
E4-2.1F	KINDERGARTEN FIRE ALARM PLAN	3/6/2015
E4-2.1L	KINDERGARTEN LIGHTING PLAN	3/6/2015
E4-2.1LC	KINDERGARTEN LIGHTING CALC NORMAL	3/6/2015
E4-2.1LCE	KINDERGARTEN LIGHTING CALC EGRESS	3/6/2015
E4-2.1P	KINDERGARTEN POWER PLAN	3/6/2015
E4-2.1S	KINDERGARTEN SIGNAL PLAN	3/6/2015
E4-3.1	KINDERGARTEN ENLARGED PLAN	3/6/2015
E4-5.1	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-5.2	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-6.1	KINDERGARTEN F. A. RISER DIAGRAM	3/6/2015
E4-6.2	KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E4-8.1	KINDERGARTEN TITLE 24	3/6/2015
E4-8.2	KINDERGARTEN TITLE 24	3/6/2015
E-4.0	SINGLE LINE DIAGRAM	3/6/2015
E-6.0	ELECTRICAL BLOCK DIAGRAMS	3/6/2015
E-7.1	MOUNTING DETAILS	3/6/2015
E-7.2	MOUNTING DETAILS	3/6/2015
E-7.3	MOUNTING DETAILS	3/6/2015
E-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E-7.6	MISC. DETAIL	3/6/2015
E-7.7	MISC. DETAIL	3/6/2015
E-7.8	FIRE ALARM DETAILS	3/6/2015
E-7.9	FIRE ALARM DETAILS	3/6/2015
E-7.10	SIGNAL DETAILS	3/6/2015
E-8.1	OUTDOOR LIGHTING TITLE 24	3/6/2015

FOOD SERVICE PLAN SHEETS

FS-001	SYMBOLS, NOTES & INDEX	6/8/2016
FS-101	EQUIPMENT FLOOR PLAN	6/8/2016
FS-201	EQUIPMENT SCHEDULE	6/8/2016
FS-301	PLUMBING PLAN	6/8/2016
FS-401	ELECTRICAL PLAN	6/8/2016
FS-501	REFRIGERATION & CONDUIT PLAN	6/8/2016
FS-502	REFRIGERATION DETAILS	6/8/2016
FS-503	WALK-IN DETAILS	6/8/2016
FS-601	BUILDING WORKS & EXHAUST PLAN	6/8/2016
FS-602	HOOD DETAILS	6/8/2016
FS-603	HOOD DETAILS	6/8/2016
FS-604	VEGETABLE WASHING SYSTEM	6/8/2016
FS-701	EQUIPMENT ELEVATIONS	6/8/2016
FS-801	CONSTRUCTION DETAILS & SECTIONS	6/8/2016

THEATRICAL LIGHTING PLAN SHEETS

TL2.1.1	STAGE LIGHTING PLAN	4/8/2016
TL2.1.2	STAGE LIGHTING RCP	4/8/2016
TL6.0.1	STAGE LIGHTING SECTION	4/8/2016
TL8.1.1	STAGE LIGHTING DETAILS	4/8/2016
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

LANDSCAPE PLAN SHEETS

L101	IRRIGATION PLAN	6/20/2016
L102	IRRIGATION PLAN	6/20/2016
L103	IRRIGATION LEGEND & NOTES	6/20/2016
L201	PLANTING PLAN	6/20/2016
L202	PLANTING PLAN	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

00 00 02	TABLE OF CONTENTS	8/1/2016
00 07 00	GENERAL CONDITIONS	8/1/2016
01 11 00	SUMMARY OF WORK	8/1/2016
01 20 00	PRICE AND PAYMENT PROCEDURES	8/1/2016
01 30 00	ADMINISTRATIVE REQUIREMENTS	8/1/2016
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8/1/2016
01 32 00	CONSTRUCTION SCHEDULE - NETWORK ANALYSIS	8/1/2016
01 33 00	SUBMITTAL PROCEDURES	8/1/2016
01 42 30	REFERENCE STANDARDS	8/1/2016
01 45 00	QUALITY CONTROL	8/1/2016
01 45 80	TESTING LABORATORY SERVICES	8/1/2016
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8/1/2016
01 60 00	PRODUCT REQUIREMENTS	8/1/2016
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	8/1/2016
01 63 00	PRODUCT SUBSTITUTION PROCEDURES	8/1/2016
01 73 00	EXECUTION REQUIREMENTS	8/1/2016
01 73 20	CUTTING AND PATCHING	8/1/2016
01 77 00	CLOSEOUT PROCEDURES	8/1/2016

DIVISION 2 - EXISTING CONDITIONS

02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016

DIVISION 3 - CONCRETE

03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN -PLACE CONCRETE	8/1/2016

DIVISION 4 - MASONRY

04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016
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DIVISION 5 - METAL WORK

05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016

DIVISION 6 - WOOD AND PLASTIC

06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 6 - WOOD AND PLASTIC, continued**

06 50 00	OPEN WEB TRUSS	8/1/2016
06 60 00	RED-I JOIST	8/1/2016
06 70 00	REDLAM LVL	8/1/2016

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 14 00	FLUID-APPLIED WATERPROOFING	8/1/2016
07 16 16	CRYSTALLINE WATERPROOFING	8/1/2016
07 21 00	THERMAL INSULATION	8/1/2016
07 25 00	WEATHER BARRIERS	8/1/2016
07 28 00	BUILDING ENVELOPE UNDERLAYMENT	8/1/2016
07 31 10	ASPHALT SHINGLES	8/1/2016
07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)	8/1/2016
07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	8/1/2016
07 72 00	ROOF ACCESSORIES	8/1/2016
07 81 00	APPLIED FIREPROOFING	8/1/2016
07 84 00	FIRE STOPPING	8/1/2016
07 90 05	JOINT SEALERS	8/1/2016

DIVISION 8 - DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	8/1/2016
08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
08 43 13	ALUMINUM-FRAMED STOREFRONTS	8/1/2016
08 5 113	ALUMINUM WINDOWS	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 1	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 2	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 3	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 4	8/1/2016
08 80 00	GLAZING	8/1/2016

DIVISION 9 - FINISHES

09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/1/2016
09 21 16	GYPSUM BOARD ASSEMBLIES	8/1/2016
09 22 16	NON-STRUCTURAL METAL FRAMING	8/1/2016
09 22 36	METAL LATH	8/1/2016
09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
09 51 00	ACOUSTICAL CEILINGS	8/1/2016
09 65 00	RESILIENT FLOORING	8/1/2016
09 65 66	RESILIENT ATHLETIC FLOORING	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 9 - FINISHES, continued

09 68 00	CARPET TILE	8/1/2016
09 77 33	FIBER REINFORCED PANELS	8/1/2016
09 84 00	ACOUSTIC ROOM COMPONENTS	8/1/2016
09 84 13	FIXED SOUND-ABSORPTIVE PANELS	8/1/2016
09 90 00	PAINTING AND COATING	8/1/2016
09 93 00	CONCRETE STAINING	8/1/2016

DIVISION 10 - SPECIALTIES

10 11 01	VISUAL DISPLAY BOARDS	8/1/2016
10 14 00	SIGNAGE	8/1/2016
10 21 13	PLASTIC TOILET COMPARTMENTS	8/1/2016
10 22 29	FULL HEIGHT GLAZED PARTITION SYSTEM	8/1/2016
10 28 00	TOILET ACCESSORIES	8/1/2016
10 44 00	FIRE PROTECTION SPECIALTIES	8/1/2016
10 51 00	LOCKERS	8/1/2016
10 71 13	FIXED SUN SCREENS	8/1/2016
10 75 00	FLAGPOLES	8/1/2016

DIVISION 11 - EQUIPMENT

11 40 00	FOOD SERVICE EQUIPMENT	8/1/2016
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DIVISION 12 - FURNISHING

12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016

DIVISION 13 - SPECIAL CONSTRUCTION

13 00 00	NOT USED -	N/A
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DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	8/1/2016
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DIVISION 21 - FIRE SUPPRESSION

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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DIVISION 22 - PLUMBING

22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 23 - MECHANICAL**

23 05 00	COMMON WORK RESULTS FOR HVAC	8/1/2016
23 05 13	BASIC HVAC MATERIALS AND METHODS	8/1/2016
23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
23 07 00	HVAC INSULATION	8/1/2016
23 08 00	HVAC SYSTEMS COMMISSIONING	8/1/2016
23 08 13	ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING	8/1/2016
23 09 23	ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS	8/1/2016
23 30 00	AIR DISTRIBUTION	8/1/2016
23 33 19	DUCT SILENCERS	8/1/2016
23 38 13	KITCHEN VENTILATION SYSTEM	8/1/2016
23 80 00	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT	8/1/2016

DIVISION 26 - ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8/1/2016
26 05 13	BASIC ELECTRICAL MATERIALS AND METHODS	8/1/2016
26 05 19	LOW VOLTAGE WIRES	8/1/2016
26 05 26	GROUNDING BONDING	8/1/2016
26 05 33	RACEWAYS, BOXES, FITTINGS, AND SUPPORTS	8/1/2016
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
26 09 23	LIGHTING CONTROL SYSTEMS	8/1/2016
26 10 00	SERVICE ENTRANCE	8/1/2016
26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
26 24 13	SWITCHBOARDS	8/1/2016
26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
26 50 00	LIGHTING	8/1/2016
26 52 00	EMERGENCY POWER	8/1/2016
26 55 61	THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT	8/1/2016

DIVISION 27 - COMMUNICATIONS

27 05 36	CABLE TRAYS FOR COMMUNICATIONS	8/1/2016
27 51 16	PUBLIC ADDRESS/CLOCK SYSTEM	8/1/2016
27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 16 00	INTRUSION ALARM SYSTEM	8/1/2016
28 23 00	VIDEO SURVEILLANCE (CCTV) SYSTEM	8/1/2016
28 31 00	FIRE DETECTION ALARM	8/1/2016

EXHIBIT A

Scope of Work

Prepared by SVA Architects

PROJECT SPECIFICATIONS

DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	8/1/2016
32 12 16	ASPHALT PAVING	8/1/2016
32 13 13	CONCRETE PAVING	8/1/2016
32 16 13	CURBS AND GUTTERS	8/1/2016
32 17 13	PARKING CURBS	8/1/2016
32 17 23	PAVEMENT MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

APPENDICES

ACM SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Enviromental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL REPORT	Earth Systems Southern California	3/4/2014
MEPF CONTRACTOR QUALIFICATION PROCESS	Oxnard School District	
SWPPP REPORT	Rick Engineering Company	10/25/2016
SWPPP Plan	Rick Engineering Company	11/17/2016
Pre Bid RFI's - #1 - 52	SVA Architects, Inc.	11/15/2016



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OXNARD SCHOOL DISTRICT



ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

To: Marlene Hickle
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue #106
Oxnard, CA 93035

BID SUMMARY



BID SUMMARY

Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Building Summary

Elm Street Elementary School Reconstruction

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

Subtotal				\$ 18,681,807
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General Conditions				1,755,609
General Requirements				365,885
Contractors Bond		0.64%		148,101
CCIP		1.25%		287,739
Builders Risk		1.15%		268,303
Subcontractor Default Insurance		1.20%		224,182
General Contractor's Fee		4.00%		896,419

SUBTOTAL				\$ 22,628,045
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Contractors Contingency		3.00%		678,841
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TOTAL				\$ 23,306,886
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Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43



SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description		Recommended Subcontractor	Bids Received	Amount
01000	ALLOWANCES			\$ 960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$ 67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$ 58,648
03200	REINFORCING STEEL	Stantru	3	\$ 182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$ 1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$ 43,195
04200	MASONRY	Skidmore Masonry	2	\$ 79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$ 501,400
05700	ORNAMENTAL METALS			w/ Structural Steel
06100	ROUGH CARPENTRY	WS Klem	2	\$ 2,984,977
06200	MILLWORK / CABINETRY / COUNTERTOPS	ICI Millwork	4	\$ 65,042
07140	WATERPROOFING	Systems WP	4	\$ 95,436
07200	INSULATION	DJ Insulation	3	\$ 80,000
07540	ROOFING	Eberhard	4	\$ 344,200
07600	SHEET METAL	R&J SM	2	\$ 220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$ 236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$ 317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$ 1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$ 118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$ 190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$ 114,964
09900	PAINTING	Vanguard	8	\$ 329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$ 335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$ 525,000
10140	SIGNAGE	Kendall Sign	6	\$ 60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$ 48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$ 349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$ 24,950
14200	ELEVATORS	Otis	1	\$ 143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$ 283,790
22000	PLUMBING	Precision Plumbing	5	\$ 728,974
23000	HVAC	Sheldon Mech.	5	\$ 1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$ 2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$ 936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$ 239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$ 671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$ 270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$ 363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$ 519,039

SCHEDULE OF VALUES

**Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033**

Lease/Leaseback
December 9, 2016

Description	Recommended Subcontractor	Bids Received	Amount
Subcontracted Direct Costs			
		140	\$ 18,681,807
General Conditions			\$ 1,755,609
General Requirements			\$ 365,885
General Contractor Bond		0.64%	\$ 148,101
CCIP		1.25%	\$ 287,739
Builders Risk		1.15%	\$ 268,303
Subcontractor Default Insurance		1.20%	\$ 224,182
General Contractor's Fee		4.00%	\$ 896,419
Contractor Contingency		3.00%	\$ 678,841
Total Contract Amount			\$ 23,306,886

ALLOWANCES

ALLOWANCES

QUALIFICATIONS

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
Base Bid	42,000	39,504	65,100	44,975	76,000	Incomplete
Spec #: 017300	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Set-up	Included	Included	Included	Included	Included	
Travel Costs	5,000	5,000	5,000	5,000	5,000	
Horizontal Control	Included	Included	Included	Included	Included	
Survey Boundary Map	5,800	5,920	5,800	5,800	5,800	
Excavation	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
Buildings	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
Site	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
Recommendation:		Amount				
Hunsaker & Assoc.		58,648				

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	10 Days	30 Days	30 Days	30 Days	60 Days	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Abatement						
Potential Inaccessible Asbestos Materials	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Asbestos as Surveyed	N/A	N/A	N/A	N/A	N/A	N/A
Abatement for Grading	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Demo - Standard Industries	297,500	331,603	322,000	331,603	331,603	331,603
Phase 1	Included	Included	Included	Included	Included	Included
Offsite per Page 4 of 4	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) PCC Curb and Gutter	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) Sidewalks	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) 2' AC Paving in Street Along Elm, Montrose and Fir - 9/C02	Included	Included	Included	Included	Included	Included
Sawcut AC in Street for New Utilities - C08	4,608	4,608	4,608	4,608	4,608	4,608
Sawcut and Remove (E) Curb Ramps for New ADA Ramps with Truncated Domes	Included	Included	Included	Included	Included	Included
Onsite Clearing / Demolition - C05	Included	Included	Included	Included	Included	Included
Underground Utility Location	2,400	2,400	2,400	2,400	2,400	2,400
Remove Existing Trees	Included	Included	Included	Included	Included	Included
Sawcut & Remove AC Paving Parking Lot	Included	Included	Included	Included	Included	Included
Remove Fencing and Gates	Included	Included	Included	Included	Included	Included
Remove (E) Utilities, SD & Irrigation	Included	Included	Included	Included	Included	Included
(E) Drywell per RFI 35	Included	Included	Included	Included	Included	Included
Remove Trash Enclosure	Included	Included	Included	Included	Included	Included
Phase 2	Included	Included	Included	Included	Included	Included
Remove All Existing Facilities - Portables & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Date Printed	12/6/2016
					Sharma Gen. Eng.	Toro Ent.
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Grading	579,100	536,995	533,500	720,118	748,340	589,068
Water Meter and Construction Watering for Own Scope	21,000	21,000	21,000	21,000	21,000	21,000
Move-Ins	Included	Included	Included	Included	Included	Included
April '17 Movie-In for MPR Bldg Due to Portables	Included	Included	Included	Included	Included	Included
Mass Excavation and Fine Grade Subgrade	Included	Included	Included	Included	Included	Included
Temp Soil Stabilization	7,500	7,500	7,500	7,500	7,500	7,500
Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39	Included	Included	Included	Included	Included	Included
Extend 5' from Perimeter Edges - RFI 7	Included	Included	Included	Included	Included	Included
Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7	Included	Included	Included	Included	Included	Included
1' Crushed Rock	Included	Included	Included	Included	Included	Included
Over-Ex at Elevator Pit, 1.5' Below Bottom and 3' Lateral per RFI 40	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Site Conditions	Included	Included	Included	Included	Included	Included
Sub-Grade Compaction of 95%	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Play Field (Phase 2)	Included	Included	Included	Included	Included	Included
Import per Geotech +/- 8,000 CY	Included	Included	Included	Included	Included	Included
Export Spoils Stockpiled by Others	\$19 / CY	\$20.30 / CY	\$29 / CY	\$25.57 / CY	\$26.10 / CY	\$28.80 / CY
Concrete Spoils	18,810	20,097	28,710	25,314	25,839	28,512
Site Utilities	9,500	10,150	14,500	12,785	13,050	14,400
Plumbing, Electrical	1,900	2,030	2,900	2,557	2,610	2,880
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
TOTALS	942,318	936,383	937,118	1,127,885	1,156,950	1,001,971
Recommendation:	Amount					
Damar Const.	936,383					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
Base Bid	384,000	221,230	205,557		
Spec #: 321126, 321216, 321723	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days					
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
AC Paving	Included	Included	Included		
Phase 1	Included	Included	Included		
Road Work at Elm, Montrose & Fir	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 8" Sub Base	Included	Included	10,981		
4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
Phase 1A	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
Phase 2	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
Striping	ABC Resources	Included	ABC Resources		
Parking Lot - 4/C02	14,368	9,800	14,368		
Concrete Wheel Stops - 7/Gen2	Included	Included	Included		
Stripe Crosshatch Areas	Included	Included	Included		
Standard Parking Spaces	Included	Included	Included		
Fire Lane Curbs Red - F12/A01.2	Included	Included	Included		
Handicap Parking Spaces	Included	Included	Included		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		



Bid Evaluation Report

Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.		Date Printed	12/6/2016
Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included			
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
TOTALS	401,532	239,302	260,553	0	0	0
Recommendation:	Amount					
Onyx Paving	239,302					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
Base Bid	See Below	625,000	479,000	Incomplete		
Spec #: 321213, 321613, 321713	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
On Site	Included	Included	Included			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg with Truncated Domes- 6/C02	2,040	Included	Included			
Curb & Gutters	21,890	Included	Included			
Parking Lot per C06	Included	Included	Included			
6" Curb and Gutter - 111/C03	Included	Included	Included			
6" PCC Curb - 111/C03	Included	Included	Included			
0" Curb - 12/C02	Included	Included	Included			
Curb Ends - 7/C02	Included	Included	Included			
Concrete Mow Curbs at Site Fencing and Site Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301	2,256	2,256	2,256			
Concrete Stairs at Stair 3 Per 1/A1-45.3	17,680	18,000	Included			
Fire Hydrant Bollards/Footings - 301/C04 (12)	Included	Included	Included			
3' Deep Footings	3,600	3,600	3,600			
Footings for Site Fencing and Gates - 3&4/A63.5	Included	Included	Included			
Kindergarten Bldg per RFI 41	Included	Included	Included			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
					Throughout Site per A0-1.1	Included
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250		Included			
Marquee Sign Footing & Cap per 18/S303	4,320	Included	Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 9&10/S303 - (3'-6" x 1'-4")	17,380	Included	17,380			
9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
Base for all Paving	41,045	Included	Included			
Reinforcing Steel for All Work	37,762	Included	39,300			
Control and Expansion Joints / Sealants	20,070	20,070	20,070			
Washout Bins	2,500	2,500	2,500			
Off Site	Included	Included	Included			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and Ramp per 10/Gen 5 & C06 (2)	Included	Included	Included			
Join and Match (E) Curb, Gutter, Sidewalk	10,724	Included	Included			
Driveway Entrances per 115/C03 (3)	6,732	Included	Included			
4' Ribbon Gutter in Street Drop Off - 117/C03	10,800	Included	Included			
8" PCC Turnouts per Pg 4of4 & 200/Pg 2	39,101	Included	38,000			
Site Pavers (MFR TBD)	45,177	45,177	45,177			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
TOTALS	671,962	775,311	711,847	0	0	
Recommendation:	Amount					
Lopez Eng.	671,962					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Pilgrim Fence					
Base Bid	270,872					
Spec #: N/A	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Chain Link Fencing	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
Steel Fence and Gates - (A0-1.1, No Spec)	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
Fencing Throughout Site per 9/A63.5	Included					
Single Gates Throughout Site - 1/A63.5 (1)	Included					
Double Gates Throughout Site - 8/A63.5 (9)	Included					
Panic Hardware at All Gates	Included					
TOTALS	270,872	0	0	0	0	0
Recommendation:	Amount					
Pilgrim Fence	270,872					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Planting	146,171	117,918	113,905	186,000	105,213	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root Barriers	Included	Included	Included	Included	Included	
Backfill Mix for Use of Planting	Included	Included	Included	Included	Included	
Planting Details per L302	Included	Included	Included	Included	Included	
Irrigation	169,413	149,757	143,545	178,000	189,247	
Irrigation Legend per L103	Included	Included	Included	Included	Included	
All Piping - Sch 40 PVC or Class 315 / Class 200 PVC	Included	Included	Included	Included	Included	
Irrigation POC on Fir Ave per L102 - RFI 12	Included	Included	Included	Included	Included	
Auto Controllers, Backflow Device, Master Valve and Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Dripline Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
Misc						
Gravel Floor Covering at Elec Enclosure - 1/A0-1.3	3,426	3,426	3,426	3,426	3,426	
Gravel Pads at Curb Cuts in Parking Lot - 14/C02	2,939	3,000	3,000	3,000	3,000	
2x2 Gravel 1-1.5" Dia x 4" Deep (4)	In Above	In Above	In Above	In Above	In Above	
DG - 2.5 Tons	Included	5,471	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & Geotextile Fabric	Included	In Above	In Above	In Above	In Above	
90 Day Maintenance	17,790	18,000	15,600	16,000	15,900	
(1) Year Warranty	Included	Included	Included	Included	Included	
Spoils Removal	2,275	3,000	3,000	3,000	3,000	
Move-Ins (2)	Included	Included	10,000	Included	Included	
TOTALS	428,292	363,185	369,596	466,546	396,906	0
Recommendation:	Amount					
Advanced Land. 2000	363,185					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.	Date Printed	12/6/2016
					Base Bid	154,165
Spec #: 032000	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Rebar	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab on Grade	Included	Included	Included			
Site Concrete Reinforcing	In Site Conc	In Site Conc	In Site Conc			
Site CMU Wall Reinforcing	In CMU	In CMU	In CMU			
Hoisting as Required	7,500	7,500	7,500			
Allowance - 5 Tons/2% per 7/S303	12,000	11,347	14,900			
Misc Site Work	11,750	11,750	11,750			
Conc Pads for HVAC Equip - 16/S301	In Above	In Above	In Above			
Conc Pad for Elec Equip at Elec Yard - 16/S301	In Above	In Above	In Above			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
TOTALS	185,415	232,139	182,550	0	0	
Recommendation:	Amount					
Stantru	182,550					

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
	Santa Clarita Concrete	JT Wimsatt		Date Printed	12/6/2016
Description					
Base Bid	988,000	955,000			
Spec #: 031000, 033000-AD1	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mil. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			
Column Footings (F-2 & F-3) - 10/S302	Included	Included			
5" SOG - 3&4/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Elevator Pit per S-111	Included	Included			
1-6" W x 1'-6" D Continuous Footing Between Ext. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	Included	18,000			
Balco Stair Strips AB-2 per 6/A1-45.3	3,250	3,250			
Bldg 2-4	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt			Date Printed	12/6/2016
5" SOG - 384/S301	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included				
4" Conc Curb at Locker Alcove at MPR Bldg per 6/A64.4	450	450				
Dewatering as Required	See Allowances	See Allowances				
Setting Anchor Bolt Templates	Included	Included				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Wash Out Bins	Included	Included				
TOTALS	1,051,700	1,032,700	0	0	0	0
Recommendation:	Amount					
JT Wimsatt	1,032,700					

Bid Evaluation Report



Lightweight Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Insul-Flow	JT Whimsatt	Cell-Crete		
Base Bid	43,195	80,000	No Bid		
Spec #: N/A	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Lt. Weight Concrete	Included	Included			
1-1/2" Lt Weight Concrete over Enkasonic Sound Mat on 2nd Floor of Classroom Building 1 - 16/S601 & 13&15/S612 & 8/A60.1	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	In Concrete	In Concrete			
Lt Wt Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	In Concrete	In Concrete			
Balco Stair Strips AB-2 per 6/A1-45.3	In Concrete	In Concrete			
TOTALS	43,195	80,000	0	0	0
Recommendation:	Amount				
Insul-Flow	43,195				

Bid Evaluation Report



Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Loyd Tonsing Masonry	Skidmore Masonry				
Base Bid	35,910	39,697				
Spec #: 042000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	45 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Site Masonry						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A0 1.3 & 9&10/S303	Included	Included				
Grouting as Required	Included	Included				
Furnish & Install Rebar for All CMU Site Walls	3,500	Included				
Scaffolding as Required	Included	Included				
Washout Bins	850	Included				
Mock-Up	2,500	2,500				
Precast Column Covers - 4/A64.4	36,847	36,847				
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
TOTALS	79,607	79,044	0	0	0	0
Recommendation:	Amount					
Skidmore Masonry	79,044					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Ironman, Inc	Golden State Steel		Date Printed	12/6/2016
Base Bid	481,000	475,480			
Spec #: 051200, 055000, 055100, 055213	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	14 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Steel	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 5x5 & 6x6	Included	Included			
HSS Beams at Elevator - 4/S501	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included			
Pipe Columns at Roof Hip Beams - 19/S602	Included	Included			
"W" Steel Beams at Elevator - S113 & 2/S501	Included	Included			
Bldg 2 - MPR	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 3 - Admin	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (4)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 4 - Kindergarten	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (10)	Included	Included			
Pipe Column at Roof Hip Beams - 19/S602 (1)	Included	Included			
Safety Cable Railing as Required	6,500	6,500			
FOB Anchor Bolts/ Templates for Own Work	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included			
Hoisting for All Work	Included	Included			
Steel Stairs	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included				
Stair 1 - A1-45.4	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Steel Stairs (Pan Filled Concrete)	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included				
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500				
Stair Railings and Guardrails	Included	Included				
Railings & Guardrails	Included	Included				
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included				
Stair Railings and Guardrails	Included	Included				
1-1/2" Handrail Both Sides - A63.2	Included	Included				
Guardrail at Midlandings - A63.2	Included	Included				
Guardrail at Top of Stairs - A63.2	Included	Included				
Stair 1 - A1-45.1	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Guardrails at 2nd Floor Walkways - A1-11.2	Included	Included				
Elevations - 12/A63.2	Included	Included				
Bldg 2 - MPR	Included	Included				
Roof Guardrail -16/A63.1	Included	Included				
1" & 1-1/2" Dia Galv. Tube Steel	Included	Included				
Site	Included	Included				
Steel Bollards at Fire Hydrants - 301/C04	4,800	4,800				
Metal Gates are Site Elec Yard - 4/A0-1.3	Included	Included				
6'-8"Wx8'H Gate (1)	Included	Included				
10'Wx8'H Gate (1)	Included	Included				
HSS Posts, 22 GA Corrugated Panels, Hinges, Cane Bolts and Embed Plates	Included	Included				
Misc. Metal	Included	Included				
L2x2 Bracket for Countertops in Bldg 3 Admin	Included	Included				
Rms 3-121 & 3-122 - 8/A64.3	Included	Included				
Ridge Connection Plates per 12/S612	Included	4,200				
Drinking Fountain Cane Rails per 11/Gen-5 (2)	900	Included				
Drinking Fountain Cane Rails per 6/Gen-4 (1)	450	Included				
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	4,500	4,500				
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included				

Bid Evaluation Report



Structural Steel		Elm Street Elementary School Reconstruction			Job Number	Elm
		Subcontractors			Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Elevator Sill Angle & Threshold	Included	1,200				
Roof Access Ladders - 2/A64.4	Included	Included				
Bldg 1 - Classroom (1)	Included	Included				
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
Fixed Sun Screens	Included	Included				
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included				
Bldg 1 - Classroom (8)	Included	Included				
Bldg 2 - MPR (6)	Included	Included				
Bldg 3 - Admin (2)	Included	Included				
Bldg 4 - Kindergarten (2)	Included	Included				
TOTALS	501,400	504,880	0	0	0	0
Recommendation:	Amount					
Ironman, Inc	501,400					

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Base Bid	2,903,000	2,895,000	Incomplete		
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included			
Spec #: 067000, 097733, 107113.43	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Rough Framing	Included	Included			
Wall Schedule per A61.1	Included	Included			
Plywood Sheathing as Shown on Wall Types	Included	Included			
MFR - Standard Structures	Included	Included			
GIU-Laminated Beams & Struc Eng. Beams	Included	Included			
MFR - RedBuilt Drawings 1-5	Included	Included			
Open Web Trusses, I-Joists, LVL	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	61,173	62,000			
Hold Down Schedule (A-H4)	Included	Included			
Shear Wall Panels per 2/S621	Included	Included			
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included			
Plywood Backboards - Electrical / Low Voltage	1,250	1,250			
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included			
Safety Railing as Required at Bldg 1 2nd Floor	3,200	3,200			
Bldg 1 - Classroom	Included	Included			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
	Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included		
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - S701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tetcum Panel Ceiling at Presentation/Serving Area Rm 105	In ACT	In ACT			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Admin	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Kiem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included			
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included			
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650			
Fixed Sun Screens	Included	Included			
Fire Treated Lumber	Included	Included			
Window Shades per 20/S602 & A64.5 & A64.6	Included	Included			
4x4 & 4x6 Beams	Included	Included			
3x3 @ 8" OC	Included	Included			
4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kicker	Included	Included			
4x6 & 4x10 Blocking per 3/S601	Included	Included			
Entrance Canopies per 17/S602 & A64.5 & A64.6	Included	Included			
4x10 & 6x10 Beams	Included	Included			
3x3 @ 8" OC	Included	Included			
Simpson Hardware	Included	Included			
4x Blocking	Included	Included			
Bldg 1 - Classroom	Included	Included			
Window Shades (8)	Included	Included			
Bldg 2 - MPR	Included	Included			
Window Shades (6)	Included	Included			
Entrance Canopies (1)	Included	Included			
Bldg 3 - Admin	Included	Included			
Window Shades (2)	Included	Included			
Entrance Canopies (2)	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Window Shades (2)	Included	Included			
FRP Panels - Miller Paneling	10,400	10,400			
MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo	Included	Included			
Janitors Closets (Not Shown)	Included	Included			
Bldg 1 - Janitors Closets - 104, 112, 204	Included	Included			
Bldg 4 - Janitors Closet - 114	Included	Included			
TOTALS	2,984,977	2,997,004	0	0	0
Recommendation:	Amount				
WS Kiem	2,984,977				

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stolo Cab.	Fremont Millwork	Dennis Reeves	ICI Millwork		
Base Bid	67,190	68,530	62,974	62,042		
Spec #: 062000, 064100, 123600	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	45 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Millwork						
Lower Cabinets with Hardware	Included	Included	Included	Included		
Plastic Laminate Finish	Included	Included	Included	Included		
Plastic Laminate Countertops	Included	Included	Included	Included		
Details per A64.3	Included	Included	Included	Included		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 101,2,6,7,8,9,18,19,20,21	Included	Included	Included	Included		
Rms - 201,2,6,7,8,9,11,13,14,15,16	Included	Included	Included	Included		
Bldg 3 - Admin per A3-11.1	Included	Included	Included	Included		
Countertops per 8/A64.3	Included	Included	Included	Included		
Rms - 3-121 & 3-122	Included	Included	Included	Included		
Rm - 3-125 - 1/A3-41.1	Included	Included	Included	Included		
Rm - 3-108 - 1/A3-41.2	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rm - 3-113 - 2/A3-51.1	Included	Included	Included	Included		
Rm - 3-111 - 1/A3-51.1	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-51.1	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1	Included	Included	Included	Included		
Install Countertop Supports	3,000	3,000	3,000	3,000		
TOTALS	70,190	71,530	65,974	65,042	0	0
Recommendation:	Amount					
ICI Millwork	65,042					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Base Bid	33,200	43,500	63,115	45,630		
Spec #: 071400, 071616, 079005	Included	Included	Included	Included		
Spec #: 099723	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Waterproofing	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 1 Classroom - 3/A63.4	Included	Included	Included	Included		
Under Topping Slabs at Exterior Decks	Included	Included	Included	Included		
Crystalline	Included	Included	Included	Included		
MFR - Euclid, Gemite, Koster or Vandez	Included	Included	Included	Included		
Inside of Elevator Pit	Included	Included	Included	Included		
Misc	Included	Included	Included	Included		
2" Thick WP at Flag Pole per 8/A64.4	2,000	2,000	2,000	2,000		
Caulking & Sealants	Included	Included	Included	Included		
Per Schedule in Specs 3.3	Included	Included	Included	Included		
Windows, Doors, Walls, As Shown	34,642	34,642	34,642	34,642		
Sealed Concrete per RFI 10	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 1- Classroom	In Above	In Above	In Above	In Above		
Rms - 104, 110A, 112, 116, 122, 204, 212, 217	In Above	In Above	In Above	In Above		
Bldg 2 - MPR	In Above	In Above	In Above	In Above		
Rms - 109 & 110	In Above	In Above	In Above	In Above		
Bldg 3 - Admin	In Above	In Above	In Above	In Above		
Rms - 116, 119, 123	In Above	In Above	In Above	In Above		

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Bldg 4 - Kindergarten	In Above	In Above	In Above	In Above		
Rms - 114, 115, 116	In Above	In Above	In Above	In Above		
TOTALS	95,436	105,736	125,351	107,866	0	0
Recommendation:	Amount					
Systems WP	95,436					

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products		Date Printed	12/6/2016
Base Bid	151,100	147,000			
Spec #: 076200, 077123, 077200	Included	Included			
Spec #: 034900	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Sheet Metal	Included	Included			
All General Sheet Metal: Roof, Decking, Walls	Included	Included			
Flashings	Included	Included			
Trim	Included	Included			
Flexible Flashing and Underlayment	Included	Included			
Flashing at Mechanical Pads	Included	Included			
SS Sill Pan at Ext. Storefront Base - 19/A62.3	Included	Included			
Bldg 1 - Classroom	Included	Included			
Balcony Flashing at 2nd Floor - 3/A63.4	Included	Included			
Bldg 2 - MPR	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
Bldg 3 - Admin	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
GSM Flashing at Wall Popout - 13/A64.2	Included	Included			
Door & Window Sill/Head Flashings	42,582	50,000			
Gutters & Downspouts - 12&13/A64.4 - RFI 26	Included	Included			
Galvanized, Rectangular Shaped - Painted	Included	Included			
Bldg 1 - Classroom	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Splash Blocks at Downspouts per Elevations	Included	Included			
Roof Hatch - 9/A63.1	Included	Included			
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included			
Prefab Curb by MFR	Included	Included			
Bldg 1 - Classroom - (1)	Included	Included			



Bid Evaluation Report

Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products			Date Printed	12/6/2016
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
GFRC Panels - RFI 50						
Bldg 2 - MPR - A2-11.2	12,697	12,697				
GFRC Panels at Parapet Overhang - 11/A64.2	In Above	In Above				
Bldg 3 - Admin	14,127	14,127				
GFRC Panels at Parapet Top - 11/A64.2	In Above	In Above				
TOTALS	220,506	223,824	0	0	0	0
Recommendation:	Amount					
R&J SM	220,506					

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Date Printed	12/6/2016
					Ferguson & Melvin	
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	90 Days	30 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Asphalt Shingles	Included	Included	Included	Included		
MFR - GAF, Owens-Corning, CertainTeed	Included	Included	Included	Included		
Underlayment per 072800	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.3	Included	Included	Included	Included		
Bldg 4 - Kindergarten - A4-11.2	Included	Included	Included	Included		
TPO Roofing	Included	Included	Included	Included		
MFR - Firestone or Equal per RFI 1	Included	Included	Included	Included		
Single Ply Roofing System	Included	Included	Included	Included		
Fully Adhered	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included		
R30 Rigid Insulation - RFI 22	Included	Included	Included	Included		
5/8" Coverboard at Roof per RFI 21	Included	Included	Included	Included		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included		
Parapet Walls	Included	Included	Included	Included		
Bldg 2 - MPR - A2-11.2	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.2	Included	Included	Included	Included		
TOTALS	344,200	422,350	472,000	352,124	0	0
Recommendation:	Amount					
Eberhard	344,200					

Bid Evaluation Report



Doors, Frames & Hardware	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Design Hardware	Star Hardware	Construction Hardware	Date Printed	12/6/2016
Base Bid	277,648	225,035	222,820		
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
Hollow Metal Doors and Frames	Included	Included	Included		
MFR per Specs	Included	Included	Included		
Frame Details - A62.1	Included	Included	Included		
Site					
Site 3'-4"x8' HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250		
Bldg 1 - Classroom - A1-52.1	Included	Included	Included		
Bldg 2 - MPR - A2-52.1	Included	Included	Included		
Bldg 3 - Admin - A3-52.1	Included	Included	Included		
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included		
Install HM Doors	Included	Included	Included		
Install HM Frames	In Drywall	In Drywall	In Drywall		
Install Wood Doors	Included	Included	Included		
Door Hardware	Included	Included	Included		
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included		
Door Thresholds	Included	Included	Included		
Misc. Door Hardware	Included	Included	Included		
Storefront Doors	13,000	11,550	12,760		
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing		
TOTALS	291,898	237,835	236,830	0	0
Recommendation:	Amount				
Construction Hardware	236,830				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Barbara Glass	Coast to Coast		Date Printed	12/6/2016
	Base Bid	259,650	No Bid		
Spec #: 084313, 085113, 088000, 102229	Included				
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included				
Acknowledgment of Addendum 1	Included				
Bid Good for 60 Days	Included				
Prevailing Wage	Included				
Prequalification per Bid Invite	N/A				
Attachment C Acknowledgement	N/A				
Aluminum-Framed Storefronts	Included				
MFR - Coral, CR Laurence, EFCO or Kawneer	Included				
SS Sill Pan at Ext. Storefront Base - 19/A62.3	In Sheet Metal				
Bldg 2- MPR	Included				
Alum Storefront Entrance Doors 101 per 1/A2-52.2 per RFI 51	Included				
Bldg 3 - Admin	Included				
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included				
Makers Space Room 120 - 3/A3-52.2	Included				
Health Office Room 113 - 2/A3-52.2	Included				
Entrances 101 & 126 - 4/A3-52.2	Included				
Storefront Hardware	33,125				
Aluminum Windows	Included				
BOD - Arcadia or EFCO, Wausau, YKK	Included				
Arcadia Series T200 - Factory Finish	Included				
1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI 23	Included				
Bldg 1 - Classroom - A1-52.2	Included				
Type 1 - 6x6 (46)	Included				
Type 2 - 4x6 (4)	Included				
Type 3 - 6x2 (42)	Included				
Bldg 2 - MPR - A2-52.1	Included				
Type 1 - 8x2 (2)	Included				
Type 2 - 6x2 (4)	Included				
Type 3 - 8x4 (2)	Included				
Type 4 - 10x4 (5)	Included				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
Glazing	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
Full Height Glazed Partition System	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
TOTALS	317,025	0	0	0	0	0
Recommendation:	Amount					
Santa Barbara Glass	317,025					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Date Printed	12/6/2016
					Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaproshield	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
All Required Caulking and Sealants at Penetrations	Included	Included	Included	Included	Included	Included
Scaffolding for Own Work	90 Days	90 Days	Included	Included	Included	Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	Included	Included	Included	Included	Included	Included
Drywall per Wall Schedule - A61.1 & A61.2	Included	Included	Included	Included	Included	Included
Drywall Ceilings per A60.2 & A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 - No Notes for Gyp on Roof Joists	Included	Included	Included	Included	Included	Included
Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-32.1 & A4-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
5/8" Drywall Vertical Surfaces	Included	Included	Included	Included	Included	Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included	Included	Included
Level 1-4 Finish at Locations per Specifications Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls per A61.1	Included	Included	Included	Included	Included	Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included	Included	Included
Installation of HM Door Frames Supplied by Others	25,250	25,250	25,250	25,250	25,250	25,250
Supply and Install of Access Panels 12x12	4,500	4,500	4,500	4,500	4,500	4,500
Installation of FEC Supplied by Others	3,000	3,000	3,000	3,000	3,000	3,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,801	10,802	10,803
TOTALS	2,317,950	1,559,031	1,848,940	1,674,898	1,516,532	1,689,941
Recommendation:	Amount					
Pacific Int. / Perlite Plaster	1,516,532					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stoneware Tile	J. Colavin & Son	Stonerock Tile			
Base Bid	118,809	145,690	171,350			
Spec #: 093000, 090561	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	60 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
MFR - Dal-Tile, Groups 2 & 3	Included	Included	Included			
DalTile Keysontes 2"x2" Mosaic - Floors	Included	Included	Included			
DalTile Ceramic 4-1/4"x4-1/4" - Walls in Checkerboard Pattern - RFI 25	Included	Included	Included			
Tile on Cement Backer Board	In Drywall	In Drywall	In Drywall			
Cold Applied Waterproofing Membrane	Included	Included	Included			
Men's & Women's Restrooms	Included	Included	Included			
Faculty Restrooms	Included	Included	Included			
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included			
Rms - 103, 105, 110, 111, 113, 203, 205	Included	Included	Included			
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included			
Rm - 114	In Above	Included	Included			
Quarry Tile in Rms 106, 107, 108, 111, 112, 113, 114	In Above	Included	Included			
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included			
Rms - 115, 117, 118	Included	Included	Included			
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included			
Rms - 107, 108, 112, 113	Included	Included	Included			
Sink Vestibule 106 & 111	Included	Included	Included			
TOTALS	118,809	145,690	171,350	0	0	0
Recommendation:	Amount					
Stoneware Tile	118,809					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elljay Acoustics	Date Printed	12/6/2016
					Cali-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,900	16,058	17,000	10,000	17,000
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
ACT Details per A64.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
Fixed Sound-Absorptive Panels	Included	Included	Included	Included	Included	Included
ACP-1 MPR/Gym	Included	Included	Included	Included	Included	Included
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included	Included	Included
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 -MPR	Included	Included	Included	Included	Included	Included
2" Tectum Ceiling Panels	Included	Included	Included	Included	Included	Included
Presentation Area - 8/A64.2	Included	Included	Included	Included	Included	Included
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736	2,736	2,736
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included	Included	Included
Acoustic Room Components	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



Acoustical Ceilings		Elm Street Elementary School Reconstruction				Job Number	Elm	
		Subcontractors				Bid Date	12/7/2016	
						Date Printed	12/6/2016	
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljjay Acoustics	Cali-USA Acoustics	Prime Acoustics		
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A		
TOTALS	194,496	232,636	215,362	301,736	190,736	240,736		
Recommendation:	Amount							
Cali-USA Acoustics	190,736							

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo		
Base Bid	200,370	201,500	248,200	366,593		
Spec #: 095100, 098400, 098413	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	60 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included	Included	Included		
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included		
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included		
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,000	17,000	17,000		
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A		
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A		
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A		
ACT Details per A64.1 & 2	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included		
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included		
Fixed Sound-Absorptive Panels	Included	Included	Included	Included		
ACP-1 MPR/Gym	Included	Included	Included	Included		
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included		
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included		
Acoustic Room Components	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo	Date Printed	12/6/2016
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
TOTALS	220,106	221,236	267,936	386,329	0	0
Recommendation:	Amount					
Cali-USA Acoustics	190,736					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721	108,814	
Spec #: 096500, 096566, 096800, 090561	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	60 Days	Included	60 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Flooring						
Minor Floor Prep	Included	Included	Included	Included	Included	
Testing for PH and Moisture	Included	Included	Included	6,500	Included	
Remediation if Applicable	\$3.70 / SF	\$5.25 / SF	\$5.00 / SF	\$5.00 / SF	\$5.00 / SF	
Resilient Flooring						
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom						
All Classrooms	Included	Included	Included	Included	Included	
VCT in Elevator Cab per 7/Gen-6	650	650	650	650	650	
Bldg 2 - MPR						
Rms - 102, 103, 104, 115	Included	Included	Included	Included	Included	
Bldg 3 - Admin						
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included	Included	
Bldg 4 - Kindergarten						
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
Carpet Tile						
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 29701 Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin						
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
Resilient Athletic Flooring						
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick	Included	Included	Included	Included	Included	

Bid Evaluation Report



Carpet & Resilient Flooring		Elm Street Elementary School Reconstruction				Job Number	Elm
		Subcontractors				Bid Date	12/7/2016
Description		Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
						Reliable Flooring	
Color A & B - A63.3		Included	Included	Included	Included	Included	
Bldg 2 - MPR		Included	Included	Included	Included	Included	
Rm - 101 & 105		Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3		5,500	5,500	5,500	5,500	5,500	
Volleyball Court		In Above	In Above	In Above	In Above	In Above	
Basketball Court		In Above	In Above	In Above	In Above	In Above	
TOTALS		121,150	197,768	158,895	115,371	114,964	0
Recommendation:		Amount					
Reliable Flooring		114,964					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RF1 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
Intumescent Fireproofing	110,000	93,125	110,000	110,000	110,000	110,000
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	Included	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	Included	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4	In Above	5,000	In Above	In Above	In Above	In Above

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
Base Bid	368,123	343,000	Incomplete		
Spec #: 099000	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalification per Bid Invite	N/A	N/A			
Painting and Coating					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
Bldg 3 Finish Sch - A3-53.1	Included	Included			
Bldg 4 Finish Sch - A4-53.1	Included	Included			
(2) Top Coats and (1) Coat Primer	Included	Included			
Exterior Plaster All Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
Intumescent Fireproofing	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
Bldg 1 - (22)	In Above	In Above			
Bldg 2 - (5)	In Above	In Above			
Bldg 3 - (4)	In Above	In Above			
Bldg 4 - (10)	In Above	In Above			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting		Date Printed	12/6/2016
TOTALS	478,123	453,000	0	0	0	0
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Visual Display Boards						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(4) per Classroom & (3) in RSP Rm = (87) Total	53,650	Included	Included			
Markerboards 4x8 (164)	58,000	Included	Included			
Markerboards 4x5.5 (8)	Included	Included	Included			
Tackboards 4x8 (40)	Included	Included	Included			
Tackboards 4x6 (20)	Included	Included	Included			
Tackboards 4x5.5 (4)	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(3) per Classroom = (12) Total	17,400	Included	Included			
Markerboards 4x8 (12)	Included	Included	Included			
Markerboards 4x6 (4)	Included	Included	Included			
Tackboards 4x8 (10)	Included	Included	Included			
Tackboards 4x6 (6)	Included	Included	Included			
TOTALS	527,857	525,000	527,666	0	0	0
Recommendation:	Amount					
Claridge	525,000					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	CA Signs - San Diego	John Pence Bldg Spec.
Base Bid	21,174	38,617	13,128	62,975	16,205	21,860
Spec #: 101400	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Signage						
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included	Included	Included
Sign Schedule per Gen-3 Sheet & Specs	Included	Included	Included	Included	Included	Included
Room Signs	Included	Included	Included	Included	Included	Included
Exit Signs	Included	Included	Included	Included	Included	Included
Stair Signs at Classroom Bldg	Included	Included	Included	Included	Included	Included
Restroom Signs	Included	Included	Included	Included	Included	Included
Assistive Listening Signage	Included	Included	Included	Included	Included	Included
Occupancy Signs	Included	Included	Included	Included	Included	Included
ADA Signage	Included	Included	Included	Included	Included	Included
Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
Site Signage	Included	Included	Included	Included	Included	Included
Marquee Sign - 15/A64.4	12,330	12,330	12,330	Included	12,330	12,330
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
Electronic Sign	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 17/A64.4	17,627	17,627	17,627	Included	17,627	17,627
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
TOTALS	68,831	79,774	60,785	69,475	63,862	69,517
Recommendation:	Amount					
Kendall Sign	60,785					

Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Inland Empire Arch	SDI	Russco	John Pence Bldg Spec.		
Base Bid	43,157	48,061	51,001	54,200		
Spec #: 102113.19, 102800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments & Accessories						
MFR - Ampco, Metpar, PSI, Scranton or Bradley	Included	Included	Included	Included		
Urinal & Vestibule Screens	Included	Included	Included	Included		
Solid Plastic Compartments	Included	Included	Included	Included		
Accessories, Hand Dryers, Mirrors, Shower Curtain Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/Broom Holder	5,600	Included	5,600	5,600		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included	Included		
Rms - 103, 105, 110, 111, 203, 205	Included	Included	Included	Included		
Rm - 113	Included	Included	Included	Included		
Janitors Closets - 104, 112, 204	Included	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included	Included		
Rm - 114	Included	Included	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included	Included		
Rms - 117, 118	Included	Included	Included	Included		
Rm - 115	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included	Included		
Sink Vestibules 106 & 111	Included	Included	Included	Included		
Janitors Closet - 114	Included	Included	Included	Included		
TOTALS	48,757	48,061	56,601	59,800	0	0
Recommendation:	Amount					
SDI	48,061					



Bid Evaluation Report

Fire Sprinklers	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
				Date Printed		12/6/2016
Description	Subcontractors					
	Apex Fire Protection	Superior Fire				
Base Bid	501,200	268,790				
Spec #: 212000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	Yes	Yes				
Attachment C Acknowledgement	N/A	N/A				
Fire Sprinklers	Included	Included				
MFR - Tyco	Included	Included				
Standard Upright, Pendant, Sidewall Sprinklers	Included	Included				
Bldg 1 - Classroom - FP02 & 3	Included	Included				
Bldg 2 - MPR - FP04	Included	Included				
Bldg 3 - Admin - FP05	Included	Included				
Bldg 4 - Kinder - FP06	Included	Included				
4" Fire Riser at Each Bldg - 1/FP07	Included	Included				
POC 5" Outside of Bldg	Included	Included				
Upright Sprinkler Deflectors as Shown	Included	Included				
Brass or White Finish	Included	Included				
Heads to be Centered in ACT Panels	Included	Included				
Furnish & Install Sleeves	Included	Included				
All Seismic Bracing, Hangers, Embeds as Required	Included	Included				
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included				
All Gauges, Valves, Flow and Tamper Switches	Included	Included				
Sound and Vibration Control	Included	Included				
All Bracing and Hangers - FP07	Included	Included				
Firestopping & Sealants as Required at Penetrations	Included	Included				
BIM Requirements	18,700	15,000				
TOTALS	519,900	283,790	0	0	0	0
Recommendation:	Amount					
Superior Fire	283,790					

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Description	Subcontractors				Bid Date
		Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.	Date Printed
Base Bid	671,450	513,546	456,457	526,000		
Spec #: 331000, 333000, 334000	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	60 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included		
Cutting and Capping of Existing Utilities	2,450	2,450	2,450	2,450		
Layout and Trenching	Included	Included	Included	Included		
Sawcutting for New Utilities	Included	Included	Included	Included		
Traffic Control	3,584	3,584	3,584	3,584		
Traffic Rated Trench Plates	Included	Included	Included	Included		
Temp Asphalt Patching	Included	Included	Included	Included		
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048		
Pressure Test and Flush System	Included	Included	Included	Included		
Sewer						
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included		
Cleanouts (8)	Included	Included	Included	Included		
All Piping and Connections to Main line (2)	Included	Included	Included	Included		
Storm Drain	3,000	3,000	3,000	2,600		
6", 8", 12" & 18" HDPE Storm Drain Pipe	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basins - 10/C02 (3)	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basin at Biofiltration - 11/C02 (3)	Included	Included	Included	Included		
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included		
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included		
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included		



Bid Evaluation Report

Elm Street Elementary School Reconstruction					Job Number	Elm
Site Utilities					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
Street Work (Sewer and Storm Trench Repairs Only)	See Allowances	See Allowances	See Allowances	See Allowances		
Base Pavement Trenches	See Allowances	See Allowances	See Allowances	See Allowances		
Trench Repair	See Allowances	See Allowances	See Allowances	See Allowances		
Grind Existing	See Allowances	See Allowances	See Allowances	See Allowances		
Overlay with 1-1/2" Asphalt	See Allowances	See Allowances	See Allowances	See Allowances		
Lane Closure/Traffic Control	See Allowances	See Allowances	See Allowances	See Allowances		
Fire Water per C-08 (RFI 4)	Included	Included	Included	Included		
6" & 8" Class 150 C900 PVC Water Line	Included	Included	Included	Included		
Thrust Blocks - 320/C04	Included	Included	Included	Included		
Fire Hydrants per 300/C04 (3)	Included	Included	Included	Included		
8" Double Check Detector Backflow - 311/C04	Included	Included	Included	Included		
Post Indicator Valves (3)	Included	Included	Included	Included		
FDC (3)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Hydrant Bollards/Footings - 301/C04 (12)	3,000	3,000	3,000	2,600		
Fire Sprinkler Connections - 5' Outside Bldg	Included	Included	Included	Included		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	40,000	Included	Included		
Gas	Included	Included	Included	Included		
Gas Lines per Plumbing P005	N/A	N/A	45,000	N/A		
Performance Contingency						
TOTALS	698,032	580,128	519,039	541,895	0	0
Recommendation:	Amount					
J. Vega Eng.	519,039					

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000 Spec #:	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	15 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	Yes	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Plumbing						
Temporary Water Service & Distribution	Included	Included	Included	Included	Included	
All Related Trenching / Backfill	7,500	7,500	7,500	7,500	7,500	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
HW / CW Piping	Included	Included	Included	Included	Included	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Precision Plumbing	
Piping Insulation	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Access Panels - Furnish Only	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
Furnish and install all Metal Sleeves	Included	Included	Included	Included	Included	
Flashings at Roof Penetrations	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
All Related Caulking / Sealants	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Fire Stopping	Included	Included	Included	Included	Included	
Coring, as Required	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
Flush / Chlorinate / Disinfect Domestic Water	Included	Included	Included	Included	Included	
Ansul Gas valve	Included	Included	Included	2,500	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	767,473	902,141	802,500	747,000	728,974	0
Recommendation:	Amount					
Precision Plumbing	728,974					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
HVAC	Included	Included	Included	Included	Included	
Equipment	Included	Included	Included	Included	Included	
VAV - Anemostat	Included	Included	Included	Included	Included	
Fan Coil Units - Trane	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	Included	Included	Included	Included	Included	
VRF Diagrams M010 - M014	Included	Included	Included	Included	Included	
Exhaust Fans - Greenheck	Included	Included	Included	Included	Included	
Makeup Air - Greenheck	Included	Included	Included	Included	Included	
Air Handling Unit - Trane	Included	Included	Included	Included	Included	
Split AC Units - Trane	Included	Included	Included	Included	Included	
Supply Fans - Anemostat	Included	Included	Included	Included	Included	
Sound Traps - IAC Acoustic	Included	Included	Included	Included	Included	
Factory Curbs/ Install	Included	Included	Included	Included	Included	
Buildings	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, TAC, Trane, Carrier	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
6" Conc Pads for Equip - 16/S301	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
3 Makeup Air Units on Roof with Curbs	Included	Included	Included	Included	Included	
Kitchen Exhaust Ducting and Fans - M504 (Hood by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included	
Spring Isolation Hangers	Included	Included	Included	Included	Included	
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included	
Metal Ducts / Duct Work	Included	Included	Included	Included	Included	
Duct Liner	Included	Included	Included	Included	Included	
Supply & Return Air Plenums	Included	Included	Included	Included	Included	
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included	
Wall Louvers	Included	Included	Included	Included	Included	
Duct Insulation	Included	Included	Included	Included	Included	
Fire / Smoke Dampers	Included	Included	Included	Included	Included	
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included	
Mechanical Identification	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	1,273,955	1,406,229	1,399,230	1,226,000	2,119,673	0
Recommendation:	Amount					
Sheldon Mech.	1,226,000					

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description				Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Base Bid	2,440,000	2,385,000	2,440,275		
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265200, 265561	Included	Included	Included		
Spec #: 270536, 275116, 275123.50, 281600, 282300, 283100	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 days	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	Yes	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
Electrical	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included		
Temp Power Boxes and Cords	10,659	10,659	10,659		
Temporary Lighting	5,330	5,330	5,330		
Site	Included	Included	Included		
2" & 4" Conduits for Site Utilities - E1.1	Included	Included	Included		
Conduit Runs as Shown Site Plan - E1.2	Included	Included	Included		
Encase All Underground Conduits in Concrete per Note 6 on E0.1	Included	Included	Included		
Pour Back of Utility Trenches	Included	Included	Included		
Signal, Fire and Power Pull Boxes - 1/E7.7	Included	Included	Included		
Site Lighting Plan - E1.3	Included	Included	Included		
Site Lighting Fixtures, per Schedule	Included	Included	Included		
Site Signal, CCTV, FA Speakers - E1.6	Included	Included	Included		
U/G Power Distribution for Site Power	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included		
U/G Power Distribution for Site Lighting	Included	Included	Included		
Buildings 1-4	Included	Included	Included		
Lighting Fixtures per Schedule on E0.5	Included	Included	Included		
Mechanical Schedule - E0.6	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
				Cable Schedule - E0.4	Included
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included		
Distribution Panelboards	Included	Included	Included		
Panel Boards	Included	Included	Included		
Power Distribution	Included	Included	Included		
Conduits & Raceways	Included	Included	Included		
Terminal Cabinets & Racks	Included	Included	Included		
Cable Trays & Supports	Included	Included	Included		
Wiring / Conductors	Included	Included	Included		
Floor boxes	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included		
Connections to Existing Generator	Included	Included	Included		
Lighting Control Panel / System	Included	Included	Included		
Emergency Lighting / Exit Signs	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included		
Bldg 1 - Classroom	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Connections for all Kitchen Equipment	Included	Included	Included		
Conduit for Theatrical Lighting	Included	Included	Included		
Elec Room 102 - E2-4.1	Included	Included	Included		
Bldg 3 - Admin	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Power for VAV & Rooftop Equipment	Included	Included	Included		
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included		
Bldg 4 - Kindergarten	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included		
Single Line Diagram - E4.0	Included	Included	Included		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included		
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included		
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc		
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included		
MFR - Electronic Theatre Controls (ETC)	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.			
Bldg 2 - MPR (TL2.1.1 & 2)	Included	Included	Included			
Dimmer Racks and Controls	Included	Included	Included			
Stage Lighting Control System	Included	Included	Included			
Lighting Track & Fixtures - 10/TL8.1.1	Included	Included	Included			
Panels & Receptacles	Included	Included	Included			
Miscellaneous	Included	Included	Included			
Plywood Backboards	In Rough Framing	In Rough Framing	In Rough Framing			
Flashings at Penetrations	Included	Included	Included			
Caulking / Sealants	Included	Included	Included			
Sleeves / Fire Caulking / Firestopping - 1/E0.7	Included	Included	Included			
BIM Requirements	15,000	15,000	15,000			
Low Voltage Systems	Included	Included	Included			
Computer Network Cabling	Included	Included	Included			
Communications Cabinets, Racks, Frames and Enclosures - E7.10	Included	Included	Included			
Communications Cabling	Included	Included	Included			
Devices, Equipment, Conduit & Conductors	Included	Included	Included			
Public Address/Clock System	Included	Included	Included			
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included			
Alt by Valcom	Included	Included	Included			
Assistive Listening System	Included	Included	Included			
MFR - Listen Technologies	Included	Included	Included			
FM Transmitters - LT-700 LT-800	Included	Included	Included			
Receiver - LR-100 & LR-400	Included	Included	Included			
(1) 8-Hour Training Session	Included	Included	Included			
Intrusion Alarm System	26,080	Included	26,080			
Contractor to Have C7 and C10 License	In Above	Included	In Above			
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above			
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above			
Video Surveillance (CCTV) System	72,395	Included	72,395			
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above			
MFRs - Per Specs	In Above	Included	In Above			
Fire Detection Alarm	88,292	Included	Included			
Fire Alarm System	In Above	Included	Included			
MFR - Notifier, Simens, Simplex, Johnson or Gamewell-FCI	In Above	Included	Included			
Complete Addressable Fire Alarm System	In Above	Included	Included			

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Subcontractors				Date Printed	12/6/2016	
Description	Venco Elec.	Taft Elec.	Oilfield Elec.			
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included			
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included			
Elevator System - E0.4	In Above	Included	Included			
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included			
Conduit & Back Boxes	In Above	Included	Included			
Submittals / Shop Drawings / As-Built	In Above	Included	Included			
TOTALS	2,657,756	2,415,989	2,569,739	0	0	0
Recommendation:	Amount					
Taft Elec.	2,415,989					

Bid Evaluation Report



Building Specialties		Elm Street Elementary School Reconstruction		Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Div	Description	Amount	Recommended Subcontractor	Bids Received	
104400	Fire Extinguishers & Specialties FEC at Elec Yard - Surface Mount per 16/A64.4 (1) Bldg 1 - FEC 1/A64.4 (22) Bldg 2 - FEC 1/A64.4 (3) Bldg 3 - FEC 1/A64.4 (3) Bldg 4 - FEC 1/A64.4 (2)	6,150	Glendon Co.	5	
105100	Lockers MFR - Art Metal, Penco, Republic Locker Alcove 2-113 2-Tier Lockers per 6&7/A64.4	1,650	John Pence	3	
107500	Flagpoles Flag Pole 35' per 8/A64.4 (1) Set Pole Footing per Site Concrete	4,293	Pole Tech	2	
114800	Physical Education Equipment MFR - Jaypro, Cassidy, Draper Volleyball Sleeves, Standards, Net, Antenna Ref Stand and Pad	5,150	Bernards		
124813	Entrance Floor Mats MFR - AFP, RC Musson, Pawling Rubber Mat 1/4" Thick, 48x72	N/A	N/A		
126823	Folding Cafeteria Tables	OFOI	OFOI		
N/A	Misc Site Furnishings Benches at Site per S32/A0-1.1 (18) Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5 Relocate Existing Playground Equipment and Reinstall at New Areas - S39/A0-1.1 New Conc Footings (TBD) Basketball Pole & Basket - 7/A63.6 (6) Coat Hooks - 14/A64.4 Dull Chrome - Single MFR - McMaster-Carr 1760A2 Wall-Mount Hook, Chrome-Plated Brass, 1-1/4" Wide x 1-1/2" High x 1-5/8" Deep Bldg 1 = 544 Bldg 4 = 60	128,099	Bernards		
N/A	Misc Equipment (TV's) TV's in Classrooms MFR - Sharp 50" & 60" LE65OU Wall Mount - Chief TS318TU Ceiling Mount - Chief MCM1U Bldg 1 - Classroom 60" TV's in Classroom Bldg per 9/A64.4 (62) TV Mounts (62) Bldg 4 - Kindergarten 50" TV's in Classroom Bldg per 11/A64.3 (4) TV Mounts (4)	121,300	Bernards		
N/A	Final Cleanup Exterior Interior	68,534	Bernards		
Total		335,176	Bids Received	10	

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Change Order No. 018 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project (Penanhoat/CFW)

After the start of construction of the new Elm Elementary School campus, it was decided to change the in-wall roof drains to exterior downspout and scupper for structural reasons. Change Order No. 018 provides for the Board's ratification of the following two (2) COR's:

- COR No. 18 - Change MPR Downspouts
- COR No.700 - Credit - Replace Roof Drains with Downspouts & Scuppers

FISCAL IMPACT:

Six Thousand Three Hundred Forty - Six Dollars and Zero Cents (\$6,346.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget as per the June 2019 Six-month report.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #18 for Master Agreement #16-199 with Bernards Bros, Inc.

ADDITIONAL MATERIALS:

Attached: [Change Order #018 - Bernards Bros Inc. \(2 Pages\)](#)
[COR No. 18 - Change MPR Downspouts \(9 Pages\)](#)
[COR No. 700 - Credit - Replace Roof Drains with Downspouts Scuppers \(8 Pages\)](#)
[Construction Services Agreement #16-199 \(108 Pages\)](#)



CHANGE ORDER

Date: 08.07.2019

CHANGE ORDER NO. 018

PROJECT: ELM E.S. RECONSTRUCTION PROJECT
O.S.D. BID No. N/A
O.S.D. Agreement No. 16-199

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

ARCHITECT SVA Architects, Inc.
6 Hutton Centre Drive, Ste. 1150
Santa Ana, CA 92707

CONTRACTOR:

Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 2013-40159
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116407

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All 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.....	\$ 23,306,886.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 2,845,731.00
ADJUSTED CONTRACT SUM.....	\$ 26,152,617.00
NET CHANGE -	\$ 6,346.00
Total Change Orders to Date: 018.....	\$ 2,852,077.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 018.....	\$ 26,158,963.00

Commencement Date:January 30, 2017
Original Completion Date:October 16, 2018
Original Contract Time:661 Calendar Days
Time Extension for all Previous Change Orders:000 Calendar Days
Time Extension for this Change Order:000 Calendar Days
Adjusted Completion Date:October 16, 2018

Percentage (12.23%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 18- Change MPR Downspouts			\$29,346.00	
2.	COR No.700- Credit- Replace Roof Drains with Downspouts & Scuppers			(\$23,000.00)	
3.					
4.					
5.					
6.					
	TOTAL			\$6,346.00	

Total Change Order No. 018 \$ 6,346.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DIRECTOR OF PURCHASING: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 18 R0

Date: 11/14/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Merit - Downspouts

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add leader heads and downspouts with transitions to storm drains.	Merit Metal Products Inc	25,518
Reason: Added in Bulletin 12		
Requested By: SVA Architects		
Ref: Bulletin 12		
		Subtotal: 25,518
Contractual Costs		
Overhead 15%		3,828
		Subtotal: 3,828
Total Change Order Request Amount:		29,346

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

Merit Metal Products, Inc.

3461 Galaxy Place, Oxnard, CA 93030
Phone: 805.981.9747 Fax: 805.981.9659
www.meritmetalproducts.com



Contractors License # 475878 C39 & C43
IR Registration #1000005443

Estimator: Steve Reno Cell: 805.377.5761
sreno@meritmetalproducts.com

CHANGE ORDER #1 - Revised

September 5, 2017

To: Bernards Bros., Inc.
555 First Street
San Fernando, CA 91340

Project: Elm Elementary School Reconstruction Project
450 E. Elm Street
Oxnard, CA 93033

Reference: Bulletin #12

Change Order includes the fabrication and installation of the following:

1. 11 total 16 ga. leader heads
2. 11 total 4x3x.125 galvanized downspouts with transitions to storm drain

Labor

229 hrs x \$84.59 per hr	\$19,371.11
15% M.U. & O.H.	<u>\$2,905.67</u>
	\$22,276.78

Materials	\$2,327.00
15% M.U. & O.H.	<u>\$349.05</u>
	\$2,676.05

Vehicle, misc. fasteners and equipment	\$565.17
---	----------

TOTAL PRICE FOR CHANGE ORDER #1-Revised: \$25,518.00



HOURLY LABOR COST RATES

Sub/Contractor:	Merit Metal Products, Inc.	Trade:	Sheet Metal
Date:	8/17/2017	Classification:	Journeyman
Project:	Elm Elementary School	Union :	<input checked="" type="checkbox"/> Non Union: <input type="checkbox"/>
Rate Effective Through:	August 1, 2018		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 42.28	\$ 60.75	\$ 81.00
Vacation & Holiday Accrual	\$ 1.50	\$ 1.50	\$ 1.50
Hourly Taxable Wage Costs Subtotal	\$ 43.78	\$ 62.25	\$ 82.50
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.62	\$ 3.77	\$ 5.02
Medicare	\$ 0.61	\$ 0.88	\$ 1.17
FUI	\$ 0.05	\$ 0.07	\$ 0.10
SUI	\$ 0.37	\$ 0.53	\$ 0.71
Workers Compensation Insurance	\$ 8.94	\$ 8.94	\$ 8.94
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 12.60	\$ 14.19	\$ 15.94
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 9.85	\$ 9.85	\$ 9.85
Pension & Retirement (or equivalent)	\$ 17.04	\$ 17.04	\$ 17.04
Training (or equivalent)	\$ 1.32	\$ 1.32	\$ 1.32
Hourly Benefits Subtotal	\$ 28.21	\$ 28.21	\$ 28.21
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 84.59	\$ 104.65	\$ 126.65

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|--|---|



**Elm Street Elementary School
Bulletin # 12 Narrative**

Revision:

8/28/2017

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin. **Do not proceed** with any items described in this Bulletin without written authorization from the Owner.*

Changes to Drawings and/or Specifications:

Revisions to the MPR and Admin Roof Plan drainage system

- Removed the roof drains and all associated plumbing line and changed to scupper and overflow with a downspout tied into the storm drain system.

Drawings

Sheet A2-11.2 - MPR – Building 2 - Roof Plan

Sheet A2-21.1 - MPR – Building 2 - Exterior Elevations

Sheet A3-11.2 - Admin – Building 3 - Roof Plan

Sheet A3-21.1 - Admin-Building 3 - Building Elevations

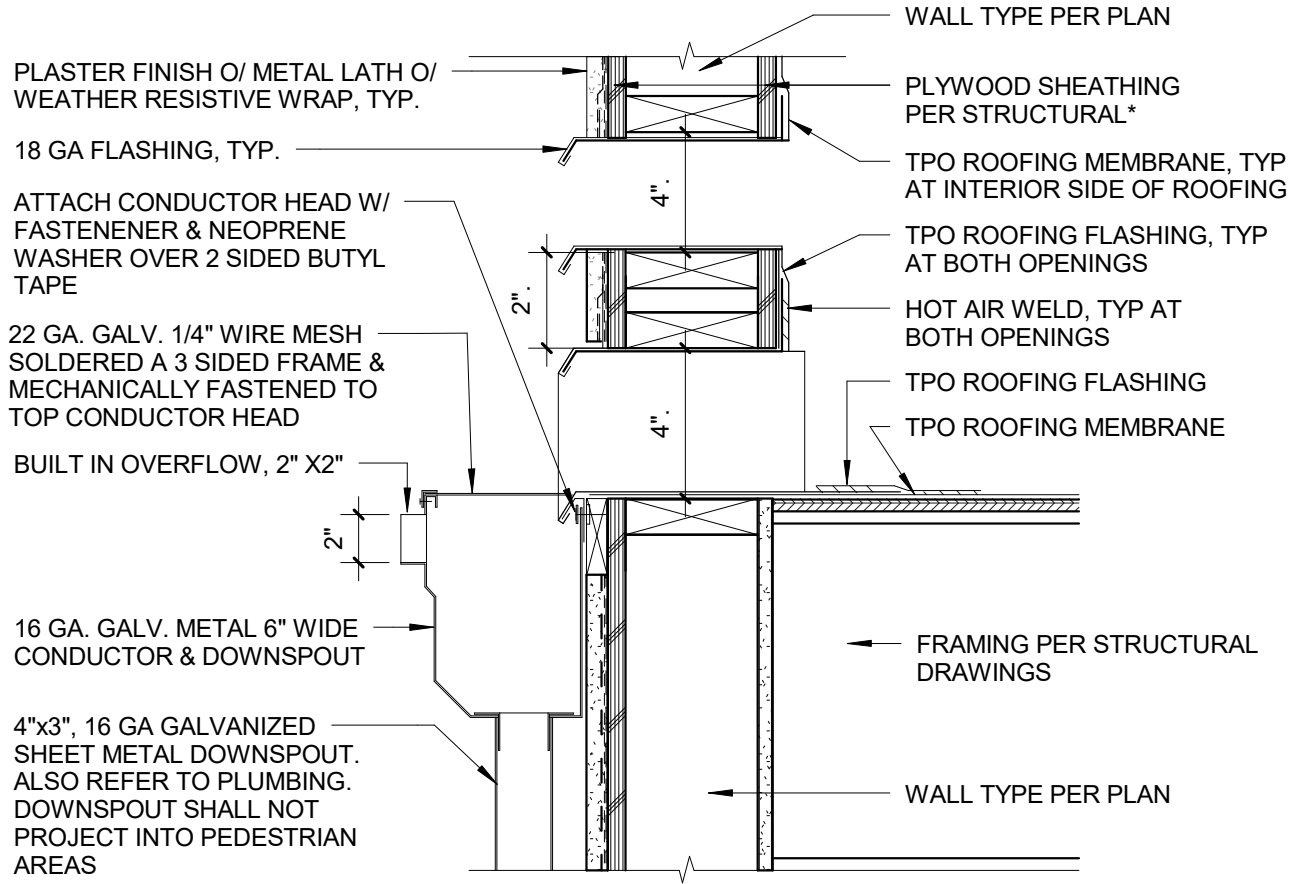
SKA-1 – Scupper and Overflow detail

Distribution:

District

Contractor

IOR



NOTE:
 * APPLY NON-STRUCTURAL SHEATHING TO ALL EXTERIOR SURFACES WHERE STRUCT. SHEATHING DOES NOT OCCUR. FOR STRUCT. SHEATHING SEE STRUCT. DWGS. REFER TO NAILING SCHEDULE 2/S-621



DESCRIPTION: SCUPPER AND OVERFLOW THROUGH WOOD WALL		DRAWING REFERENCE: BULLETIN 12	ASK #: SKA-1
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL		ISSUE REFERENCE: BULLETIN 12	DATE: 08/24/17
PROJECT NUMBER: 1340121			SCALE: 1 1/2" = 1'-0" DRAWN BY: Author



CHANGE ORDER REQUEST

COR No. 700 R0

Date: 6/27/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Roof Drain Credit

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Credit to delete roof drains o Admin and MPR Buildings	Precision Plumbing-Mechanical	-20,000
Reason: Replaced with downspouts and scuppers. District preferred downspouts and scuppers to roof drains for ease of maintenance.		
Requested By: SVA Architects		
Ref: Bulletin 12		
		Subtotal: -20,000
Contractual Costs		
Overhead 15%		-3,000
		Subtotal: -3,000
Total Change Order Request Amount:		-23,000

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

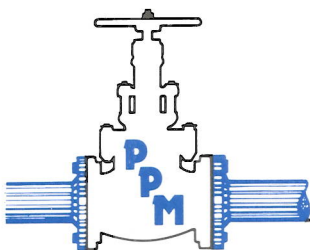
Signature

Printed Name & Title

Printed Name & Title

Date

Date



PRECISION Plumbing-Mechanical

5350 Gabbert Road • Moorpark, CA 93021 • (805) 529-4748 • fax (805) 529-5433

Proposal

Page No. _____ of _____ Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby propose to furnish in accordance with specifications below, or on attached pages, all labor and materials necessary to complete the following:

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Daniel Bascom
Daniel Bascom

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature _____

Date of Acceptance: _____

Signature _____



**Elm Street Elementary School
Bulletin # 12 Narrative**

Revision:

8/28/2017

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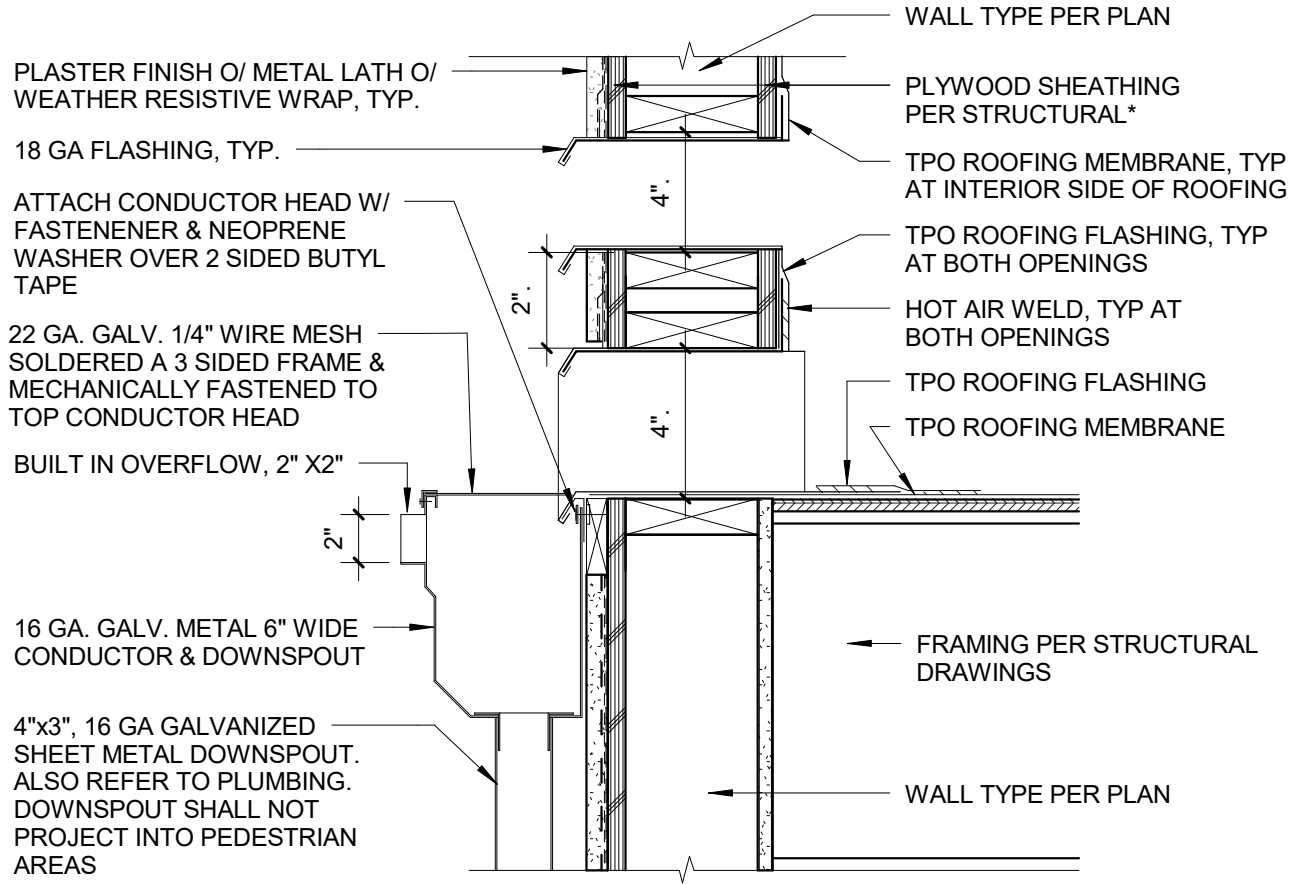
SKA-1 – Scupper and Overflow detail

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Contractor

IOR



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DESCRIPTION: SCUPPER AND OVERFLOW THROUGH WOOD WALL		DRAWING REFERENCE: BULLETIN 12	ASK #: SKA-1
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL		ISSUE REFERENCE: BULLETIN 12	DATE: 08/24/17
PROJECT NUMBER: 1340121			SCALE: 1 1/2" = 1'-0" DRAWN BY: Author

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14th) day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Elm Street Elementary School, located at 450 East Elm Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

#16-199

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

- 2 -

#16-199

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

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibits A and B** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00). The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of Twenty-One Million Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents (\$21,462,701.00) and, (2) a Contractor Contingency in the amount of Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00), and, (3) Sublease Payments in the amount of \$97,112.00 per month for 12 months, for a total lease value of One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00) pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibits A and B** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

#16-199

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 to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

- 6 -

#16-199

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.

- 7 -

#16-199

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of

- 8 -

#16-199

proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- 9 -

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

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

#16-199

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.

- 11 -

#16-199

- 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.

- 12 -

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.

#16-199

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,

- 16 -

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR

Bernards



THE DISTRICT

Oxnard School District,
a California school district

- 18 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

#16-199

By: Rick Fochtman

Title: Senior Vice President

Date: 01/12/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 1-24-17

#16-199

EXHIBITS A and B

Scope of Work

- 20 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

EXHIBIT A**Scope of Work**

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project will be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

GENERAL PLAN SHEETS**PLAN SHEET DATE**

GEN-1	SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2	GENERAL NOTES	1/8/2016
GEN-3	PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4	COMMON AREA ACCESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5	SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6	ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016

CIVIL PLAN SHEETS

C-01	TITLE SHEET	4/8/2016
C-02	DETAIL SHEET	4/8/2016
C-03	DETAIL SHEET	4/8/2016
C-04	DETAIL SHEET	4/8/2016
C-05	DEMOLITION PLAN	4/8/2016
C-06	PRECISE GRADING	4/8/2016
C-07	PRECISE GRADING	4/8/2016
C-08	UTILITY PLAN	4/8/2016
C-09	STORM DRAIN PLAN	4/8/2016
C-10	STORM DRAIN DETAILS	4/8/2016
C-11	STORM DRAIN DETAILS	4/8/2016
C-12	STORM DRAIN DETAILS	4/8/2016
C-13	STORM DRAIN DETAILS	4/8/2016

ARCHITECTURE PLAN SHEETS

A0-0.1	PROJECT DATA	1/8/2016
A0-1.0	CAMPUS PLAN	1/8/2016
A0-1.1	SITE PLAN	1/8/2016
A0-1.2	FIRE ACCESS PLAN	1/8/2016
A0-1.3	ENLARGED SITE PLANS	1/8/2016
A0-2.1	CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2	MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3	ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4	KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53-1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

		1/8/2016
A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016

STRUCTURAL PLAN SHEETS

		1/8/2016
S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

STRUCTURAL PLAN SHEETS, continued

SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016

PLUMBING PLAN SHEETS

P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014

FIRE SPRINKLER PLAN SHEETS

FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016

EXHIBIT A

Scope of Work

FIRE SPRINKLER PLAN SHEETS, continued

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

MECHANICAL PLAN SHEETS

M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014

EXHIBIT A

Scope of Work

MECHANICAL PLAN SHEETS, continued

M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

ELECTRICAL PLAN SHEETS

E-0.1	GENERAL NOTES AND ABBREVIATIONS	3/6/2015
E-0.2	ELECTRICAL SYMBOL LIST	3/6/2015
E-0.3	FIRE ALARM SYMBOL LIST	3/6/2015
E-0.4	CABLE SCHEDULE	3/6/2015
E-0.5	LIGHT FIXTURE SCHEDULE	3/6/2015
E-0.6	MECHANICAL SCHEDULE	3/6/2015
E-1.1	SITE UTILITY PLAN	3/6/2015
E-1.2	ELECTRICAL SITE PLAN	3/6/2015
E-1.3	SITE LIGHTING PLAN	3/6/2015
E-1.4	SITE LIGHTING CALC. PLAN	3/6/2015
E-1.6	SIGNAL SITE PLAN	3/6/2015
E1-2.1F	CLASSROOM FIRST FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.1L	CLASSROOM FIRST FLOOR LIGHTING PLAN	3/6/2015
E1-2.1LC	CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL	3/6/2015
E1-2.1LCE	CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.1P	CLASSROOM FIRST FLOOR POWER PLAN	3/6/2015
E1-2.1S	CLASSROOM FIRST FLOOR SIGNAL PLAN	3/6/2015
E1-2.2F	CLASSROOM SECOND FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.2L	CLASSROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E2-3.1	MULTI-PURPOSE ROOF POWER PLAN	3/6/2015
E2-4.1	MULTI-PURPOSE ENLARGED PLAN	3/6/2015
E2-5.1	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-5.2	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-6.1	MULTI-PURPOSE F. A. RISER DIAGRAM	3/6/2015
E2-6.2	MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E2-8.1	MULTI-PURPOSE TITLE 24	3/6/2015
E2-8.2	MULTI-PURPOSE TITLE 24	3/6/2015
E3-2.1F	ADMINISTRATION FIRE ALARM PLAN	3/6/2015
E3-2.1L	ADMINISTRATION LIGHTING PLAN	3/6/2015
E3-2.1LC	ADMINISTRATION LIGHTING CALC NORMAL	3/6/2015
E3-2.1LCE	ADMINISTRATION LIGHTING CALC EGRESS	3/6/2015
E3-2.1P	ADMINISTRATION POWER PLAN	3/6/2015
E3-2.1S	ADMINISTRATION SIGNAL PLAN	3/6/2015
E3-2.2P	ADMINISTRATION ROOF POWER PLAN	3/6/2015
E3-3.1	ADMINISTRATION BUILDING ENLARGED PLAN	3/6/2015
E3-5.1	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-5.2	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-6.1	ADMINISTRATION F. A. RISER DIAGRAM	3/6/2015
E3-6.2	ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E3-8.1	ADMINISTRATION TITLE 24	3/6/2015
E3-8.2	ADMINISTRATION TITLE 24	3/6/2015
E4-2.1F	KINDERGARTEN FIRE ALARM PLAN	3/6/2015
E4-2.1L	KINDERGARTEN LIGHTING PLAN	3/6/2015
E4-2.1LC	KINDERGARTEN LIGHTING CALC NORMAL	3/6/2015
E4-2.1LCE	KINDERGARTEN LIGHTING CALC EGRESS	3/6/2015
E4-2.1P	KINDERGARTEN POWER PLAN	3/6/2015
E4-2.1S	KINDERGARTEN SIGNAL PLAN	3/6/2015
E4-3.1	KINDERGARTEN ENLARGED PLAN	3/6/2015
E4-5.1	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-5.2	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-6.1	KINDERGARTEN F. A. RISER DIAGRAM	3/6/2015
E4-6.2	KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E4-8.1	KINDERGARTEN TITLE 24	3/6/2015
E4-8.2	KINDERGARTEN TITLE 24	3/6/2015
E-4.0	SINGLE LINE DIAGRAM	3/6/2015
E-6.0	ELECTRICAL BLOCK DIAGRAMS	3/6/2015
E-7.1	MOUNTING DETAILS	3/6/2015
E-7.2	MOUNTING DETAILS	3/6/2015
E-7.3	MOUNTING DETAILS	3/6/2015
E-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E-7.6	MISC. DETAIL	3/6/2015
E-7.7	MISC. DETAIL	3/6/2015
E-7.8	FIRE ALARM DETAILS	3/6/2015
E-7.9	FIRE ALARM DETAILS	3/6/2015
E-7.10	SIGNAL DETAILS	3/6/2015
E-8.1	OUTDOOR LIGHTING TITLE 24	3/6/2015

FOOD SERVICE PLAN SHEETS

FS-001	SYMBOLS, NOTES & INDEX	6/8/2016
FS-101	EQUIPMENT FLOOR PLAN	6/8/2016
FS-201	EQUIPMENT SCHEDULE	6/8/2016
FS-301	PLUMBING PLAN	6/8/2016
FS-401	ELECTRICAL PLAN	6/8/2016
FS-501	REFRIGERATION & CONDUIT PLAN	6/8/2016
FS-502	REFRIGERATION DETAILS	6/8/2016
FS-503	WALK-IN DETAILS	6/8/2016
FS-601	BUILDING WORKS & EXHAUST PLAN	6/8/2016
FS-602	HOOD DETAILS	6/8/2016
FS-603	HOOD DETAILS	6/8/2016
FS-604	VEGETABLE WASHING SYSTEM	6/8/2016
FS-701	EQUIPMENT ELEVATIONS	6/8/2016
FS-801	CONSTRUCTION DETAILS & SECTIONS	6/8/2016

THEATRICAL LIGHTING PLAN SHEETS

TL2.1.1	STAGE LIGHTING PLAN	4/8/2016
TL2.1.2	STAGE LIGHTING RCP	4/8/2016
TL6.0.1	STAGE LIGHTING SECTION	4/8/2016
TL8.1.1	STAGE LIGHTING DETAILS	4/8/2016
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

LANDSCAPE PLAN SHEETS

L101	IRRIGATION PLAN	6/20/2016
L102	IRRIGATION PLAN	6/20/2016
L103	IRRIGATION LEGEND & NOTES	6/20/2016
L201	PLANTING PLAN	6/20/2016
L202	PLANTING PLAN	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 1 - GENERAL REQUIREMENTS**

00 00 02	TABLE OF CONTENTS	8/1/2016
00 07 00	GENERAL CONDITIONS	8/1/2016
01 11 00	SUMMARY OF WORK	8/1/2016
01 20 00	PRICE AND PAYMENT PROCEDURES	8/1/2016
01 30 00	ADMINISTRATIVE REQUIREMENTS	8/1/2016
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8/1/2016
01 32 00	CONSTRUCTION SCHEDULE - NETWORK ANALYSIS	8/1/2016
01 33 00	SUBMITTAL PROCEDURES	8/1/2016
01 42 30	REFERENCE STANDARDS	8/1/2016
01 45 00	QUALITY CONTROL	8/1/2016
01 45 80	TESTING LABORATORY SERVICES	8/1/2016
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8/1/2016
01 60 00	PRODUCT REQUIREMENTS	8/1/2016
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	8/1/2016
01 63 00	PRODUCT SUBSTITUTION PROCEDURES	8/1/2016
01 73 00	EXECUTION REQUIREMENTS	8/1/2016
01 73 20	CUTTING AND PATCHING	8/1/2016
01 77 00	CLOSEOUT PROCEDURES	8/1/2016

DIVISION 2 - EXISTING CONDITIONS

02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016

DIVISION 3 - CONCRETE

03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN -PLACE CONCRETE	8/1/2016

DIVISION 4 - MASONRY

04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016
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DIVISION 5 - METAL WORK

05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016

DIVISION 6 - WOOD AND PLASTIC

06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 6 - WOOD AND PLASTIC, continued**

06 50 00	OPEN WEB TRUSS	8/1/2016
06 60 00	RED-I JOIST	8/1/2016
06 70 00	REDLAM LVL	8/1/2016

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 14 00	FLUID-APPLIED WATERPROOFING	8/1/2016
07 16 16	CRYSTALLINE WATERPROOFING	8/1/2016
07 21 00	THERMAL INSULATION	8/1/2016
07 25 00	WEATHER BARRIERS	8/1/2016
07 28 00	BUILDING ENVELOPE UNDERLAYMENT	8/1/2016
07 31 10	ASPHALT SHINGLES	8/1/2016
07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)	8/1/2016
07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	8/1/2016
07 72 00	ROOF ACCESSORIES	8/1/2016
07 81 00	APPLIED FIREPROOFING	8/1/2016
07 84 00	FIRE STOPPING	8/1/2016
07 90 05	JOINT SEALERS	8/1/2016

DIVISION 8 - DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	8/1/2016
08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
08 43 13	ALUMINUM-FRAMED STOREFRONTS	8/1/2016
08 5 113	ALUMINUM WINDOWS	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 1	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 2	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 3	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 4	8/1/2016
08 80 00	GLAZING	8/1/2016

DIVISION 9 - FINISHES

09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/1/2016
09 21 16	GYPSUM BOARD ASSEMBLIES	8/1/2016
09 22 16	NON-STRUCTURAL METAL FRAMING	8/1/2016
09 22 36	METAL LATH	8/1/2016
09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
09 51 00	ACOUSTICAL CEILINGS	8/1/2016
09 65 00	RESILIENT FLOORING	8/1/2016
09 65 66	RESILIENT ATHLETIC FLOORING	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 9 - FINISHES, continued

09 68 00	CARPET TILE	8/1/2016
09 77 33	FIBER REINFORCED PANELS	8/1/2016
09 84 00	ACOUSTIC ROOM COMPONENTS	8/1/2016
09 84 13	FIXED SOUND-ABSORPTIVE PANELS	8/1/2016
09 90 00	PAINTING AND COATING	8/1/2016
09 93 00	CONCRETE STAINING	8/1/2016

DIVISION 10 - SPECIALTIES

10 11 01	VISUAL DISPLAY BOARDS	8/1/2016
10 14 00	SIGNAGE	8/1/2016
10 21 13	PLASTIC TOILET COMPARTMENTS	8/1/2016
10 22 29	FULL HEIGHT GLAZED PARTITION SYSTEM	8/1/2016
10 28 00	TOILET ACCESSORIES	8/1/2016
10 44 00	FIRE PROTECTION SPECIALTIES	8/1/2016
10 51 00	LOCKERS	8/1/2016
10 71 13	FIXED SUN SCREENS	8/1/2016
10 75 00	FLAGPOLES	8/1/2016

DIVISION 11 - EQUIPMENT

11 40 00	FOOD SERVICE EQUIPMENT	8/1/2016
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DIVISION 12 - FURNISHING

12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016

DIVISION 13 - SPECIAL CONSTRUCTION

13 00 00	NOT USED -	N/A
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DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	8/1/2016
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DIVISION 21 - FIRE SUPPRESSION

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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DIVISION 22 - PLUMBING

22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 23 - MECHANICAL**

23 05 00	COMMON WORK RESULTS FOR HVAC	8/1/2016
23 05 13	BASIC HVAC MATERIALS AND METHODS	8/1/2016
23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
23 07 00	HVAC INSULATION	8/1/2016
23 08 00	HVAC SYSTEMS COMMISSIONING	8/1/2016
23 08 13	ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING	8/1/2016
23 09 23	ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS	8/1/2016
23 30 00	AIR DISTRIBUTION	8/1/2016
23 33 19	DUCT SILENCERS	8/1/2016
23 38 13	KITCHEN VENTILATION SYSTEM	8/1/2016
23 80 00	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT	8/1/2016

DIVISION 26 - ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8/1/2016
26 05 13	BASIC ELECTRICAL MATERIALS AND METHODS	8/1/2016
26 05 19	LOW VOLTAGE WIRES	8/1/2016
26 05 26	GROUNDING BONDING	8/1/2016
26 05 33	RACEWAYS, BOXES, FITTINGS, AND SUPPORTS	8/1/2016
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
26 09 23	LIGHTING CONTROL SYSTEMS	8/1/2016
26 10 00	SERVICE ENTRANCE	8/1/2016
26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
26 24 13	SWITCHBOARDS	8/1/2016
26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
26 50 00	LIGHTING	8/1/2016
26 52 00	EMERGENCY POWER	8/1/2016
26 55 61	THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT	8/1/2016

DIVISION 27 - COMMUNICATIONS

27 05 36	CABLE TRAYS FOR COMMUNICATIONS	8/1/2016
27 51 16	PUBLIC ADDRESS/CLOCK SYSTEM	8/1/2016
27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 16 00	INTRUSION ALARM SYSTEM	8/1/2016
28 23 00	VIDEO SURVEILLANCE (CCTV) SYSTEM	8/1/2016
28 31 00	FIRE DETECTION ALARM	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	8/1/2016
32 12 16	ASPHALT PAVING	8/1/2016
32 13 13	CONCRETE PAVING	8/1/2016
32 16 13	CURBS AND GUTTERS	8/1/2016
32 17 13	PARKING CURBS	8/1/2016
32 17 23	PAVEMENT MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

APPENDICES

ACM SURVEY	EORM -Environmental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Environmental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Environmental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Environmental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Environmental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL REPORT	Earth Systems Southern California	3/4/2014
MEPF CONTRACTOR QUALIFICATION PROCESS	Oxnard School District	
SWPPP REPORT	Rick Engineering Company	10/25/2016
SWPPP Plan	Rick Engineering Company	11/17/2016
Pre Bid RFI's - #1 - 52	SVA Architects, Inc.	11/15/2016



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OXNARD SCHOOL DISTRICT



ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

To: Marlene Hickle
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue #106
Oxnard, CA 93035

BID SUMMARY



BID SUMMARY

Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Building Summary

Elm Street Elementary School Reconstruction

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

Subtotal				\$ 18,681,807
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General Conditions				1,755,609
General Requirements				365,885
Contractors Bond		0.64%		148,101
CCIP		1.25%		287,739
Builders Risk		1.15%		268,303
Subcontractor Default Insurance		1.20%		224,182
General Contractor's Fee		4.00%		896,419

SUBTOTAL				\$ 22,628,045
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Contractors Contingency		3.00%		678,841
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TOTAL				\$ 23,306,886
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Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's I-52, Excluding RFI #9 & #43



SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description		Recommended Subcontractor	Bids Received	Amount
01000	ALLOWANCES			\$ 960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$ 67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$ 58,648
03200	REINFORCING STEEL	Stantru	3	\$ 182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$ 1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$ 43,195
04200	MASONRY	Skidmore Masonry	2	\$ 79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$ 501,400
05700	ORNAMENTAL METALS			w/ Structural Steel
06100	ROUGH CARPENTRY	WS Klem	2	\$ 2,984,977
06200	MILLWORK / CABINETRY / COUNTERTOPS	ICI Millwork	4	\$ 65,042
07140	WATERPROOFING	Systems WP	4	\$ 95,436
07200	INSULATION	DJ Insulation	3	\$ 80,000
07540	ROOFING	Eberhard	4	\$ 344,200
07600	SHEET METAL	R&J SM	2	\$ 220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$ 236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$ 317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$ 1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$ 118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$ 190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$ 114,964
09900	PAINTING	Vanguard	8	\$ 329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$ 335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$ 525,000
10140	SIGNAGE	Kendall Sign	6	\$ 60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$ 48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$ 349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$ 24,950
14200	ELEVATORS	Otis	1	\$ 143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$ 283,790
22000	PLUMBING	Precision Plumbing	5	\$ 728,974
23000	HVAC	Sheldon Mech.	5	\$ 1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$ 2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$ 936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$ 239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$ 671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$ 270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$ 363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$ 519,039

SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description	Recommended Subcontractor	Bids Received	Amount
Subcontracted Direct Costs			
		140	\$ 18,681,807
General Conditions			\$ 1,755,609
General Requirements			\$ 365,885
General Contractor Bond		0.64%	\$ 148,101
CCIP		1.25%	\$ 287,739
Builders Risk		1.15%	\$ 268,303
Subcontractor Default Insurance		1.20%	\$ 224,182
General Contractor's Fee		4.00%	\$ 896,419
Contractor Contingency		3.00%	\$ 678,841
Total Contract Amount			\$ 23,306,886

ALLOWANCES

ALLOWANCES

QUALIFICATIONS

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
Base Bid	42,000	39,504	65,100	44,975	76,000	Incomplete
Spec #: 017300	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Set-up	Included	Included	Included	Included	Included	
Travel Costs	5,000	5,000	5,000	5,000	5,000	
Horizontal Control	Included	Included	Included	Included	Included	
Survey Boundary Map	5,800	5,920	5,800	5,800	5,800	
Excavation	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
Buildings	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
Site	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
Recommendation:		Amount				
Hunsaker & Assoc.		58,648				

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	10 Days	30 Days	30 Days	30 Days	60 Days	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Abatement						
Potential Inaccessible Asbestos Materials	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Asbestos as Surveyed	N/A	N/A	N/A	N/A	N/A	N/A
Abatement for Grading	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Demo - Standard Industries	297,500	331,603	322,000	331,603	331,603	331,603
Phase 1	Included	Included	Included	Included	Included	Included
Offsite per Page 4 of 4	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) PCC Curb and Gutter	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) Sidewalks	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) 2' AC Paving in Street Along Elm, Montrose and Fir - 9/C02	Included	Included	Included	Included	Included	Included
Sawcut AC in Street for New Utilities - C08	4,608	4,608	4,608	4,608	4,608	4,608
Sawcut and Remove (E) Curb Ramps for New ADA Ramps with Truncated Domes	Included	Included	Included	Included	Included	Included
Onsite Clearing / Demolition - C05	Included	Included	Included	Included	Included	Included
Underground Utility Location	2,400	2,400	2,400	2,400	2,400	2,400
Remove Existing Trees	Included	Included	Included	Included	Included	Included
Sawcut & Remove AC Paving Parking Lot	Included	Included	Included	Included	Included	Included
Remove Fencing and Gates	Included	Included	Included	Included	Included	Included
Remove (E) Utilities, SD & Irrigation	Included	Included	Included	Included	Included	Included
(E) Drywell per RFI 35	Included	Included	Included	Included	Included	Included
Remove Trash Enclosure	Included	Included	Included	Included	Included	Included
Phase 2	Included	Included	Included	Included	Included	Included
Remove All Existing Facilities - Portables & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Date Printed	12/6/2016
					Sharma Gen. Eng.	Toro Ent.
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Grading	579,100	536,995	533,500	720,118	748,340	589,068
Water Meter and Construction Watering for Own Scope	21,000	21,000	21,000	21,000	21,000	21,000
Move-Ins	Included	Included	Included	Included	Included	Included
April '17 Movie-In for MPR Bldg Due to Portables	Included	Included	Included	Included	Included	Included
Mass Excavation and Fine Grade Subgrade	Included	Included	Included	Included	Included	Included
Temp Soil Stabilization	7,500	7,500	7,500	7,500	7,500	7,500
Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39	Included	Included	Included	Included	Included	Included
Extend 5' from Perimeter Edges - RFI 7	Included	Included	Included	Included	Included	Included
Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7	Included	Included	Included	Included	Included	Included
1' Crushed Rock	Included	Included	Included	Included	Included	Included
Over-Ex at Elevator Pit, 1.5' Below Bottom and 3' Lateral per RFI 40	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Site Conditions	Included	Included	Included	Included	Included	Included
Sub-Grade Compaction of 95%	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Play Field (Phase 2)	Included	Included	Included	Included	Included	Included
Import per Geotech +/- 8,000 CY	Included	Included	Included	Included	Included	Included
Export Spoils Stockpiled by Others	\$19 / CY	\$20.30 / CY	\$29 / CY	\$25.57 / CY	\$26.10 / CY	\$28.80 / CY
Concrete Spoils	18,810	20,097	28,710	25,314	25,839	28,512
Site Utilities	9,500	10,150	14,500	12,785	13,050	14,400
Plumbing, Electrical	1,900	2,030	2,900	2,557	2,610	2,880
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
TOTALS	942,318	936,383	937,118	1,127,885	1,156,950	1,001,971
Recommendation:	Amount					
Damar Const.	936,383					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
	Base Bid	384,000	221,230	205,557	
Spec #: 321126, 321216, 321723	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days					
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
AC Paving	Included	Included	Included		
Phase 1	Included	Included	Included		
Road Work at Elm, Montrose & Fir	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 8" Sub Base	Included	Included	10,981		
4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
Phase 1A	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
Phase 2	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
Striping	ABC Resources	Included	ABC Resources		
Parking Lot - 4/C02	14,368	9,800	14,368		
Concrete Wheel Stops - 7/Gen2	Included	Included	Included		
Stripe Crosshatch Areas	Included	Included	Included		
Standard Parking Spaces	Included	Included	Included		
Fire Lane Curbs Red - F12/A01.2	Included	Included	Included		
Handicap Parking Spaces	Included	Included	Included		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		



Bid Evaluation Report

Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.		Date Printed	12/6/2016
Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included			
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
TOTALS	401,532	239,302	260,553	0	0	0
Recommendation:	Amount					
Onyx Paving	239,302					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
Base Bid	See Below	625,000	479,000	Incomplete		
Spec #: 321213, 321613, 321713	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
On Site	Included	Included	Included			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg with Truncated Domes- 6/C02	2,040	Included	Included			
Curb & Gutters	21,890	Included	Included			
Parking Lot per C06	Included	Included	Included			
6" Curb and Gutter - 111/C03	Included	Included	Included			
6" PCC Curb - 111/C03	Included	Included	Included			
0" Curb - 12/C02	Included	Included	Included			
Curb Ends - 7/C02	Included	Included	Included			
Concrete Mow Curbs at Site Fencing and Site Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301	2,256	2,256	2,256			
Concrete Stairs at Stair 3 Per 1/A1-45.3	17,680	18,000	Included			
Fire Hydrant Bollards/Footings - 301/C04 (12)	Included	Included	Included			
3' Deep Footings	3,600	3,600	3,600			
Footings for Site Fencing and Gates - 3&4/A63.5	Included	Included	Included			
Kindergarten Bldg per RFI 41	Included	Included	Included			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
Throughout Site per A0-1.1	Included	Included	Included			
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250		Included			
Marquee Sign Footing & Cap per 18/S303	4,320	Included	Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 9&10/S303 - (3'-6" x 1'-4")	17,380	Included	17,380			
9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
Base for all Paving	41,045	Included	Included			
Reinforcing Steel for All Work	37,762	Included	39,300			
Control and Expansion Joints / Sealants	20,070	20,070	20,070			
Washout Bins	2,500	2,500	2,500			
Off Site	Included	Included	Included			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and Ramp per 10/Gen 5 & C06 (2)	Included	Included	Included			
Join and Match (E) Curb, Gutter, Sidewalk	10,724	Included	Included			
Driveway Entrances per 115/C03 (3)	6,732	Included	Included			
4' Ribbon Gutter in Street Drop Off - 117/C03	10,800	Included	Included			
8" PCC Turnouts per Pg 4of4 & 200/Pg 2	39,101	Included	38,000			
Site Pavers (MFR TBD)	45,177	45,177	45,177			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
TOTALS	671,962	775,311	711,847	0	0	0
Recommendation:	Amount					
Lopez Eng.	671,962					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Pilgrim Fence					
Base Bid	270,872					
Spec #: N/A	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Chain Link Fencing	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
Steel Fence and Gates - (A0-1.1, No Spec)	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
Fencing Throughout Site per 9/A63.5	Included					
Single Gates Throughout Site - 1/A63.5 (1)	Included					
Double Gates Throughout Site - 8/A63.5 (9)	Included					
Panic Hardware at All Gates	Included					
TOTALS	270,872	0	0	0	0	0
Recommendation:	Amount					
Pilgrim Fence	270,872					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Planting	146,171	117,918	113,905	186,000	105,213	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root Barriers	Included	Included	Included	Included	Included	
Backfill Mix for Use of Planting	Included	Included	Included	Included	Included	
Planting Details per L302	Included	Included	Included	Included	Included	
Irrigation	169,413	149,757	143,545	178,000	189,247	
Irrigation Legend per L103	Included	Included	Included	Included	Included	
All Piping - Sch 40 PVC or Class 315 / Class 200 PVC	Included	Included	Included	Included	Included	
Irrigation POC on Fir Ave per L102 - RFI 12	Included	Included	Included	Included	Included	
Auto Controllers, Backflow Device, Master Valve and Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Dripline Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
Misc						
Gravel Floor Covering at Elec Enclosure - 1/A0-1.3	3,426	3,426	3,426	3,426	3,426	
Gravel Pads at Curb Cuts in Parking Lot - 14/C02	2,939	3,000	3,000	3,000	3,000	
2x2 Gravel 1-1.5" Dia x 4" Deep (4)	In Above	In Above	In Above	In Above	In Above	
DG - 2.5 Tons	Included	5,471	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & Geotextile Fabric	Included	In Above	In Above	In Above	In Above	
90 Day Maintenance	17,790	18,000	15,600	16,000	15,900	
(1) Year Warranty	Included	Included	Included	Included	Included	
Spoils Removal	2,275	3,000	3,000	3,000	3,000	
Move-Ins (2)	Included	Included	10,000	Included	Included	
TOTALS	428,292	363,185	369,596	466,546	396,906	0
Recommendation:	Amount					
Advanced Land. 2000	363,185					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.	Date Printed	12/6/2016
					Base Bid	154,165
Spec #: 032000	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Rebar	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab on Grade	Included	Included	Included			
Site Concrete Reinforcing	In Site Conc	In Site Conc	In Site Conc			
Site CMU Wall Reinforcing	In CMU	In CMU	In CMU			
Hoisting as Required	7,500	7,500	7,500			
Allowance - 5 Tons/2% per 7/S303	12,000	11,347	14,900			
Misc Site Work	11,750	11,750	11,750			
Conc Pads for HVAC Equip - 16/S301	In Above	In Above	In Above			
Conc Pad for Elec Equip at Elec Yard - 16/S301	In Above	In Above	In Above			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
TOTALS	185,415	232,139	182,550	0	0	
Recommendation:	Amount					
Stantru	182,550					

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
Description	Subcontractors			Bid Date	12/7/2016
	Santa Clarita Concrete	JT Wimsatt		Date Printed	12/6/2016
Base Bid	988,000	955,000			
Spec #: 031000, 033000-AD1	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mil. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			
Column Footings (F-2 & F-3) - 10/S302	Included	Included			
5" SOG - 3&4/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Elevator Pit per S-111	Included	Included			
1-6" W x 1'-6" D Continuous Footing Between Ext. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	Included	18,000			
Balco Stair Strips AB-2 per 6/A1-45.3	3,250	3,250			
Bldg 2-4	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt			Date Printed	12/6/2016
5" SOG - 384/S301	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included				
4" Conc Curb at Locker Alcove at MPR Bldg per 6/A64.4	450	450				
Dewatering as Required	See Allowances	See Allowances				
Setting Anchor Bolt Templates	Included	Included				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Wash Out Bins	Included	Included				
TOTALS	1,051,700	1,032,700	0	0	0	0
Recommendation:	Amount					
JT Wimsatt	1,032,700					

Bid Evaluation Report



Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Loyd Tonsing Masonry	Skidmore Masonry				
Base Bid	35,910	39,697				
Spec #: 042000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	45 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Site Masonry						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A01.3 & 9&10/S303	Included	Included				
Grouting as Required	Included	Included				
Furnish & Install Rebar for All CMU Site Walls	3,500	Included				
Scaffolding as Required	Included	Included				
Washout Bins	850	Included				
Mock-Up	2,500	2,500				
Precast Column Covers - 4/A64.4	36,847	36,847				
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
TOTALS	79,607	79,044	0	0	0	0
Recommendation:	Amount					
Skidmore Masonry	79,044					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Ironman, Inc	Golden State Steel		Date Printed	12/6/2016
Base Bid	481,000	475,480			
Spec #: 051200, 055000, 055100, 055213	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	14 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Steel	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 5x5 & 6x6	Included	Included			
HSS Beams at Elevator - 4/S501	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included			
Pipe Columns at Roof Hip Beams - 19/S602	Included	Included			
"W" Steel Beams at Elevator - S113 & 2/S501	Included	Included			
Bldg 2 - MPR	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 3 - Admin	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (4)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 4 - Kindergarten	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (10)	Included	Included			
Pipe Column at Roof Hip Beams - 19/S602 (1)	Included	Included			
Safety Cable Railing as Required	6,500	6,500			
FOB Anchor Bolts/ Templates for Own Work	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included			
Hoisting for All Work	Included	Included			
Steel Stairs	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included				
Stair 1 - A1-45.4	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Steel Stairs (Pan Filled Concrete)	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included				
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500				
Stair Railings and Guardrails	Included	Included				
Railings & Guardrails	Included	Included				
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included				
Stair Railings and Guardrails	Included	Included				
1-1/2" Handrail Both Sides - A63.2	Included	Included				
Guardrail at Midlandings - A63.2	Included	Included				
Guardrail at Top of Stairs - A63.2	Included	Included				
Stair 1 - A1-45.1	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Guardrails at 2nd Floor Walkways - A1-11.2	Included	Included				
Elevations - 12/A63.2	Included	Included				
Bldg 2 - MPR	Included	Included				
Roof Guardrail -16/A63.1	Included	Included				
1" & 1-1/2" Dia Galv. Tube Steel	Included	Included				
Site	Included	Included				
Steel Bollards at Fire Hydrants - 301/C04	4,800	4,800				
Metal Gates are Site Elec Yard - 4/A0-1.3	Included	Included				
6'-8"Wx8'H Gate (1)	Included	Included				
10'Wx8'H Gate (1)	Included	Included				
HSS Posts, 22 GA Corrugated Panels, Hinges, Cane Bolts and Embed Plates	Included	Included				
Misc. Metal	Included	Included				
L2x2 Bracket for Countertops in Bldg 3 Admin	Included	Included				
Rms 3-121 & 3-122 - 8/A64.3	Included	Included				
Ridge Connection Plates per 12/S612	Included	4,200				
Drinking Fountain Cane Rails per 11/Gen-5 (2)	900	Included				
Drinking Fountain Cane Rails per 6/Gen-4 (1)	450	Included				
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	4,500	4,500				
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included				

Bid Evaluation Report



Structural Steel		Elm Street Elementary School Reconstruction			Job Number	Elm
		Subcontractors			Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Elevator Sill Angle & Threshold	Included	1,200				
Roof Access Ladders - 2/A64.4	Included	Included				
Bldg 1 - Classroom (1)	Included	Included				
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
Fixed Sun Screens	Included	Included				
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included				
Bldg 1 - Classroom (8)	Included	Included				
Bldg 2 - MPR (6)	Included	Included				
Bldg 3 - Admin (2)	Included	Included				
Bldg 4 - Kindergarten (2)	Included	Included				
TOTALS	501,400	504,880	0	0	0	0
Recommendation:	Amount					
Ironman, Inc	501,400					

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Base Bid	2,903,000	2,895,000	Incomplete		
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included			
Spec #: 067000, 097733, 107113.43	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Rough Framing	Included	Included			
Wall Schedule per A61.1	Included	Included			
Plywood Sheathing as Shown on Wall Types	Included	Included			
MFR - Standard Structures	Included	Included			
GIU-Laminated Beams & Struc Eng. Beams	Included	Included			
MFR - RedBuilt Drawings 1-5	Included	Included			
Open Web Trusses, I-Joists, LVL	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	61,173	62,000			
Hold Down Schedule (A-H4)	Included	Included			
Shear Wall Panels per 2/S621	Included	Included			
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included			
Plywood Backboards - Electrical / Low Voltage	1,250	1,250			
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included			
Safety Railing as Required at Bldg 1 2nd Floor	3,200	3,200			
Bldg 1 - Classroom	Included	Included			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - S701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tetcum Panel Ceiling at Presentation/Serving Area Rm 105	In ACT	In ACT			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Admin	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Subcontractors				Date Printed	12/6/2016	
Description	WS Kiem	Abdellatif Ent.	JF Construction			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included				
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included				
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650				
Fixed Sun Screens	Included	Included				
Fire Treated Lumber	Included	Included				
Window Shades per 20/S602 & A64.5 & A64.6	Included	Included				
4x4 & 4x6 Beams	Included	Included				
3x3 @ 8" OC	Included	Included				
4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kicker	Included	Included				
4x6 & 4x10 Blocking per 3/S601	Included	Included				
Entrance Canopies per 17/S602 & A64.5 & A64.6	Included	Included				
4x10 & 6x10 Beams	Included	Included				
3x3 @ 8" OC	Included	Included				
Simpson Hardware	Included	Included				
4x Blocking	Included	Included				
Bldg 1 - Classroom	Included	Included				
Window Shades (8)	Included	Included				
Bldg 2 - MPR	Included	Included				
Window Shades (6)	Included	Included				
Entrance Canopies (1)	Included	Included				
Bldg 3 - Admin	Included	Included				
Window Shades (2)	Included	Included				
Entrance Canopies (2)	Included	Included				
Bldg 4 - Kindergarten	Included	Included				
Window Shades (2)	Included	Included				
FRP Panels - Miller Paneling	10,400	10,400				
MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo	Included	Included				
Janitors Closets (Not Shown)	Included	Included				
Bldg 1 - Janitors Closets - 104, 112, 204	Included	Included				
Bldg 4 - Janitors Closet - 114	Included	Included				
TOTALS	2,984,977	2,997,004	0	0	0	0
Recommendation:	Amount					
WS Kiem	2,984,977					

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stolo Cab.	Fremont Millwork	Dennis Reeves	ICI Millwork		
Base Bid	67,190	68,530	62,974	62,042		
Spec #: 062000, 064100, 123600	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	45 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Millwork						
Lower Cabinets with Hardware	Included	Included	Included	Included		
Plastic Laminate Finish	Included	Included	Included	Included		
Plastic Laminate Countertops	Included	Included	Included	Included		
Details per A64.3	Included	Included	Included	Included		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 101,2,6,7,8,9,18,19,20,21	Included	Included	Included	Included		
Rms - 201,2,6,7,8,9,11,13,14,15,16	Included	Included	Included	Included		
Bldg 3 - Admin per A3-11.1	Included	Included	Included	Included		
Countertops per 8/A64.3	Included	Included	Included	Included		
Rms - 3-121 & 3-122	Included	Included	Included	Included		
Rm - 3-125 - 1/A3-41.1	Included	Included	Included	Included		
Rm - 3-108 - 1/A3-41.2	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rm - 3-113 - 2/A3-51.1	Included	Included	Included	Included		
Rm - 3-111 - 1/A3-51.1	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-51.1	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1	Included	Included	Included	Included		
Install Countertop Supports	3,000	3,000	3,000	3,000		
TOTALS	70,190	71,530	65,974	65,042	0	0
Recommendation:	Amount					
ICI Millwork	65,042					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Base Bid	33,200	43,500	63,115	45,630		
Spec #: 071400, 071616, 079005	Included	Included	Included	Included		
Spec #: 099723	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Waterproofing	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 1 Classroom - 3/A63.4	Included	Included	Included	Included		
Under Topping Slabs at Exterior Decks	Included	Included	Included	Included		
Crystalline	Included	Included	Included	Included		
MFR - Euclid, Gemite, Koster or Vandez	Included	Included	Included	Included		
Inside of Elevator Pit	Included	Included	Included	Included		
Misc	Included	Included	Included	Included		
2" Thick WP at Flag Pole per 8/A64.4	2,000	2,000	2,000	2,000		
Caulking & Sealants	Included	Included	Included	Included		
Per Schedule in Specs 3.3	Included	Included	Included	Included		
Windows, Doors, Walls, As Shown	34,642	34,642	34,642	34,642		
Sealed Concrete per RFI 10	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 1- Classroom	In Above	In Above	In Above	In Above		
Rms - 104, 110A, 112, 116, 122, 204, 212, 217	In Above	In Above	In Above	In Above		
Bldg 2 - MPR	In Above	In Above	In Above	In Above		
Rms - 109 & 110	In Above	In Above	In Above	In Above		
Bldg 3 - Admin	In Above	In Above	In Above	In Above		
Rms - 116, 119, 123	In Above	In Above	In Above	In Above		

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Bldg 4 - Kindergarten	In Above	In Above	In Above	In Above		
Rms - 114, 115, 116	In Above	In Above	In Above	In Above		
TOTALS	95,436	105,736	125,351	107,866	0	0
Recommendation:	Amount					
Systems WP	95,436					

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products		Date Printed	12/6/2016
Base Bid	151,100	147,000			
Spec #: 076200, 077123, 077200	Included	Included			
Spec #: 034900	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Sheet Metal	Included	Included			
All General Sheet Metal: Roof, Decking, Walls	Included	Included			
Flashings	Included	Included			
Trim	Included	Included			
Flexible Flashing and Underlayment	Included	Included			
Flashing at Mechanical Pads	Included	Included			
SS Sill Pan at Ext. Storefront Base - 19/A62.3	Included	Included			
Bldg 1 - Classroom	Included	Included			
Balcony Flashing at 2nd Floor - 3/A63.4	Included	Included			
Bldg 2 - MPR	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
Bldg 3 - Admin	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
GSM Flashing at Wall Popout - 13/A64.2	Included	Included			
Door & Window Sill/Head Flashings	42,582	50,000			
Gutters & Downspouts - 12&13/A64.4 - RFI 26	Included	Included			
Galvanized, Rectangular Shaped - Painted	Included	Included			
Bldg 1 - Classroom	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Splash Blocks at Downspouts per Elevations	Included	Included			
Roof Hatch - 9/A63.1	Included	Included			
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included			
Prefab Curb by MFR	Included	Included			
Bldg 1 - Classroom - (1)	Included	Included			



Bid Evaluation Report

Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products			Date Printed	12/6/2016
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
GFRC Panels - RFI 50						
Bldg 2 - MPR - A2-11.2	12,697	12,697				
GFRC Panels at Parapet Overhang - 11/A64.2	In Above	In Above				
Bldg 3 - Admin	14,127	14,127				
GFRC Panels at Parapet Top - 11/A64.2	In Above	In Above				
TOTALS	220,506	223,824	0	0	0	0
Recommendation:	Amount					
R&J SM	220,506					

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Date Printed	12/6/2016
					Ferguson & Melvin	
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	90 Days	30 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Asphalt Shingles	Included	Included	Included	Included		
MFR - GAF, Owens-Corning, CertainTeed	Included	Included	Included	Included		
Underlayment per 072800	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.3	Included	Included	Included	Included		
Bldg 4 - Kindergarten - A4-11.2	Included	Included	Included	Included		
TPO Roofing	Included	Included	Included	Included		
MFR - Firestone or Equal per RFI 1	Included	Included	Included	Included		
Single Ply Roofing System	Included	Included	Included	Included		
Fully Adhered	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included		
R30 Rigid Insulation - RFI 22	Included	Included	Included	Included		
5/8" Coverboard at Roof per RFI 21	Included	Included	Included	Included		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included		
Parapet Walls	Included	Included	Included	Included		
Bldg 2 - MPR - A2-11.2	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.2	Included	Included	Included	Included		
TOTALS	344,200	422,350	472,000	352,124	0	0
Recommendation:	Amount					
Eberhard	344,200					

Bid Evaluation Report



Doors, Frames & Hardware	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Design Hardware	Star Hardware	Construction Hardware	Date Printed	12/6/2016
Base Bid	277,648	225,035	222,820		
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
Hollow Metal Doors and Frames	Included	Included	Included		
MFR per Specs	Included	Included	Included		
Frame Details - A62.1	Included	Included	Included		
Site					
Site 3'-4"x8' HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250		
Bldg 1 - Classroom - A1-52.1	Included	Included	Included		
Bldg 2 - MPR - A2-52.1	Included	Included	Included		
Bldg 3 - Admin - A3-52.1	Included	Included	Included		
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included		
Install HM Doors	Included	Included	Included		
Install HM Frames	In Drywall	In Drywall	In Drywall		
Install Wood Doors	Included	Included	Included		
Door Hardware	Included	Included	Included		
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included		
Door Thresholds	Included	Included	Included		
Misc. Door Hardware	Included	Included	Included		
Storefront Doors	13,000	11,550	12,760		
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing		
TOTALS	291,898	237,835	236,830	0	0
Recommendation:	Amount				
Construction Hardware	236,830				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Barbara Glass	Coast to Coast		Date Printed	12/6/2016
Base Bid	259,650	No Bid			
Spec #: 084313, 085113, 088000, 102229	Included				
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included				
Acknowledgment of Addendum 1	Included				
Bid Good for 60 Days	Included				
Prevailing Wage	Included				
Prequalification per Bid Invite	N/A				
Attachment C Acknowledgement	N/A				
Aluminum-Framed Storefronts	Included				
MFR - Coral, CR Laurence, EFCO or Kawneer	Included				
SS Sill Pan at Ext. Storefront Base - 19/A62.3	In Sheet Metal				
Bldg 2- MPR	Included				
Alum Storefront Entrance Doors 101 per 1/A2-52.2 per RFI 51	Included				
Bldg 3 - Admin	Included				
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included				
Makers Space Room 120 - 3/A3-52.2	Included				
Health Office Room 113 - 2/A3-52.2	Included				
Entrances 101 & 126 - 4/A3-52.2	Included				
Storefront Hardware	33,125				
Aluminum Windows	Included				
BOD - Arcadia or EFCO, Wausau, YKK	Included				
Arcadia Series T200 - Factory Finish	Included				
1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI 23	Included				
Bldg 1 - Classroom - A1-52.2	Included				
Type 1 - 6x6 (46)	Included				
Type 2 - 4x6 (4)	Included				
Type 3 - 6x2 (42)	Included				
Bldg 2 - MPR - A2-52.1	Included				
Type 1 - 8x2 (2)	Included				
Type 2 - 6x2 (4)	Included				
Type 3 - 8x4 (2)	Included				
Type 4 - 10x4 (5)	Included				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
Glazing	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
Full Height Glazed Partition System	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
TOTALS	317,025	0	0	0	0	0
Recommendation:	Amount					
Santa Barbara Glass	317,025					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Date Printed	12/6/2016
					Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaproshield	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
All Required Caulking and Sealants at Penetrations	Included	Included	Included	Included	Included	Included
Scaffolding for Own Work	90 Days	90 Days	Included	Included	Included	Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	Included	Included	Included	Included	Included	Included
Drywall per Wall Schedule - A61.1 & A61.2	Included	Included	Included	Included	Included	Included
Drywall Ceilings per A60.2 & A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 - No Notes for Gyp on Roof Joists	Included	Included	Included	Included	Included	Included
Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-32.1 & A4-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
5/8" Drywall Vertical Surfaces	Included	Included	Included	Included	Included	Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included	Included	Included
Level 1-4 Finish at Locations per Specifications Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls per A61.1	Included	Included	Included	Included	Included	Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included	Included	Included
Installation of HM Door Frames Supplied by Others	25,250	25,250	25,250	25,250	25,250	25,250
Supply and Install of Access Panels 12x12	4,500	4,500	4,500	4,500	4,500	4,500
Installation of FEC Supplied by Others	3,000	3,000	3,000	3,000	3,000	3,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,801	10,802	10,803
TOTALS	2,317,950	1,559,031	1,848,940	1,674,898	1,516,532	1,689,941
Recommendation:	Amount					
Pacific Int. / Perlite Plaster	1,516,532					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stoneware Tile	J. Colavin & Son	Stonerock Tile			
Base Bid	118,809	145,690	171,350			
Spec #: 093000, 090561	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	60 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
MFR - Dal-Tile, Groups 2 & 3	Included	Included	Included			
DalTile Keysontes 2"x2" Mosaic - Floors	Included	Included	Included			
DalTile Ceramic 4-1/4"x4-1/4" - Walls in Checkerboard Pattern - RFI 25	Included	Included	Included			
Tile on Cement Backer Board	In Drywall	In Drywall	In Drywall			
Cold Applied Waterproofing Membrane	Included	Included	Included			
Men's & Women's Restrooms	Included	Included	Included			
Faculty Restrooms	Included	Included	Included			
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included			
Rms - 103, 105, 110, 111, 113, 203, 205	Included	Included	Included			
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included			
Rm - 114	In Above	Included	Included			
Quarry Tile in Rms 106, 107, 108, 111, 112, 113, 114	In Above	Included	Included			
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included			
Rms - 115, 117, 118	Included	Included	Included			
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included			
Rms - 107, 108, 112, 113	Included	Included	Included			
Sink Vestibule 106 & 111	Included	Included	Included			
TOTALS	118,809	145,690	171,350	0	0	0
Recommendation:	Amount					
Stoneware Tile	118,809					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elljay Acoustics	Date Printed	12/6/2016
					Cali-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,900	16,058	17,000	10,000	17,000
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
ACT Details per A64.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
Fixed Sound-Absorptive Panels	Included	Included	Included	Included	Included	Included
ACP-1 MPR/Gym	Included	Included	Included	Included	Included	Included
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included	Included	Included
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 -MPR	Included	Included	Included	Included	Included	Included
2" Tectum Ceiling Panels	Included	Included	Included	Included	Included	Included
Presentation Area - 8/A64.2	Included	Included	Included	Included	Included	Included
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736	2,736	2,736
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included	Included	Included
Acoustic Room Components	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



Acoustical Ceilings		Elm Street Elementary School Reconstruction				Job Number	Elm	
		Subcontractors				Bid Date	12/7/2016	
						Date Printed	12/6/2016	
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljjay Acoustics	Cali-USA Acoustics	Prime Acoustics		
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A		
TOTALS	194,496	232,636	215,362	301,736	190,736	240,736		
Recommendation:	Amount							
Cali-USA Acoustics	190,736							

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo		
Base Bid	200,370	201,500	248,200	366,593		
Spec #: 095100, 098400, 098413	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	60 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included	Included	Included		
MFR - Armstrong, ACP, CeralnTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included		
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included		
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,000	17,000	17,000		
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A		
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A		
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A		
ACT Details per A64.1 & 2	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included		
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included		
Fixed Sound-Absorptive Panels	Included	Included	Included	Included		
ACP-1 MPR/Gym	Included	Included	Included	Included		
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included		
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included		
Acoustic Room Components	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo	Date Printed	12/6/2016
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
TOTALS	220,106	221,236	267,936	386,329	0	0
Recommendation:	Amount					
Cali-USA Acoustics	190,736					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721	108,814	
Spec #: 096500, 096566, 096800, 090561	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	60 Days	Included	60 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Flooring						
Minor Floor Prep	Included	Included	Included	Included	Included	
Testing for PH and Moisture	Included	Included	Included	6,500	Included	
Remediation if Applicable	\$3.70 / SF	\$5.25 / SF	\$5.00 / SF	\$5.00 / SF	\$5.00 / SF	
Resilient Flooring						
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom						
All Classrooms	Included	Included	Included	Included	Included	
VCT in Elevator Cab per 7/Gen-6	650	650	650	650	650	
Bldg 2 - MPR						
Rms - 102, 103, 104, 115	Included	Included	Included	Included	Included	
Bldg 3 - Admin						
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included	Included	
Bldg 4 - Kindergarten						
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
Carpet Tile						
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 29701 Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin						
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
Resilient Athletic Flooring						
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick	Included	Included	Included	Included	Included	

Bid Evaluation Report



Carpet & Resilient Flooring		Elm Street Elementary School Reconstruction				Job Number	Elm
		Subcontractors				Bid Date	12/7/2016
Description		Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
						Reliable Flooring	
Color A & B - A63.3		Included	Included	Included	Included	Included	
Bldg 2 - MPR		Included	Included	Included	Included	Included	
Rm - 101 & 105		Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3		5,500	5,500	5,500	5,500	5,500	
Volleyball Court		In Above	In Above	In Above	In Above	In Above	
Basketball Court		In Above	In Above	In Above	In Above	In Above	
TOTALS		121,150	197,768	158,895	115,371	114,964	0
Recommendation:		Amount					
Reliable Flooring		114,964					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RF1 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
Intumescent Fireproofing	110,000	93,125	110,000	110,000	110,000	110,000
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	Included	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	Included	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4	In Above	5,000	In Above	In Above	In Above	In Above

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
Base Bid	368,123	343,000	Incomplete		
Spec #: 099000	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalification per Bid Invite	N/A	N/A			
Painting and Coating					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
Bldg 3 Finish Sch - A3-53.1	Included	Included			
Bldg 4 Finish Sch - A4-53.1	Included	Included			
(2) Top Coats and (1) Coat Primer	Included	Included			
Exterior Plaster All Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
Intumescent Fireproofing	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
Bldg 1 - (22)	In Above	In Above			
Bldg 2 - (5)	In Above	In Above			
Bldg 3 - (4)	In Above	In Above			
Bldg 4 - (10)	In Above	In Above			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting		Date Printed	12/6/2016
TOTALS	478,123	453,000	0	0	0	0
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Visual Display Boards						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(4) per Classroom & (3) in RSP Rm = (87) Total	53,650	Included	Included			
Markerboards 4x8 (164)	58,000	Included	Included			
Markerboards 4x5.5 (8)	Included	Included	Included			
Tackboards 4x8 (40)	Included	Included	Included			
Tackboards 4x6 (20)	Included	Included	Included			
Tackboards 4x5.5 (4)	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(3) per Classroom = (12) Total	17,400	Included	Included			
Markerboards 4x8 (12)	Included	Included	Included			
Markerboards 4x6 (4)	Included	Included	Included			
Tackboards 4x8 (10)	Included	Included	Included			
Tackboards 4x6 (6)	Included	Included	Included			
TOTALS	527,857	525,000	527,666	0	0	0
Recommendation:	Amount					
Claridge	525,000					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	CA Signs - San Diego	John Pence Bldg Spec.
Base Bid	21,174	38,617	13,128	62,975	16,205	21,860
Spec #: 101400	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Signage						
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included	Included	Included
Sign Schedule per Gen-3 Sheet & Specs	Included	Included	Included	Included	Included	Included
Room Signs	Included	Included	Included	Included	Included	Included
Exit Signs	Included	Included	Included	Included	Included	Included
Stair Signs at Classroom Bldg	Included	Included	Included	Included	Included	Included
Restroom Signs	Included	Included	Included	Included	Included	Included
Assistive Listening Signage	Included	Included	Included	Included	Included	Included
Occupancy Signs	Included	Included	Included	Included	Included	Included
ADA Signage	Included	Included	Included	Included	Included	Included
Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
Site Signage	Included	Included	Included	Included	Included	Included
Marquee Sign - 15/A64.4	12,330	12,330	12,330	Included	12,330	12,330
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
Electronic Sign	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 17/A64.4	17,627	17,627	17,627	Included	17,627	17,627
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
TOTALS	68,831	79,774	60,785	69,475	63,862	69,517
Recommendation:	Amount					
Kendall Sign	60,785					

Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Inland Empire Arch	SDI	Russco	John Pence Bldg Spec.		
Base Bid	43,157	48,061	51,001	54,200		
Spec #: 102113.19, 102800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments & Accessories						
MFR - Ampco, Metpar, PSI, Scranton or Bradley	Included	Included	Included	Included		
Urinal & Vestibule Screens	Included	Included	Included	Included		
Solid Plastic Compartments	Included	Included	Included	Included		
Accessories, Hand Dryers, Mirrors, Shower Curtain Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/Broom Holder	5,600	Included	5,600	5,600		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included	Included		
Rms - 103, 105, 110, 111, 203, 205	Included	Included	Included	Included		
Rm - 113	Included	Included	Included	Included		
Janitors Closets - 104, 112, 204	Included	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included	Included		
Rm - 114	Included	Included	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included	Included		
Rms - 117, 118	Included	Included	Included	Included		
Rm - 115	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included	Included		
Sink Vestibules 106 & 111	Included	Included	Included	Included		
Janitors Closet - 114	Included	Included	Included	Included		
TOTALS	48,757	48,061	56,601	59,800	0	0
Recommendation:	Amount					
SDI	48,061					

Bid Evaluation Report



Elevators		Elm Street Elementary School Reconstruction				Job Number	Elm
						Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016	
	Otis						
Base Bid	135,000						
Spec #: 142010-AD1	Included						
Spec #:							
Furnished, Installed, FOB Jobsite, Tax Included	Included						
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included						
Acknowledgment of Addendum 1	Included						
Bid Good for 60 Days	30 Days						
Prevailing Wage	Included						
Prequalification per Bid Invite	N/A						
Attachment C Acknowledgement	N/A						
Elevators							
Deferred Approval	Included						
MFR - ThyssenKrupp, Otis or Schindler	Included						
Hydraulic Elevator	Included						
Bldg 1 - Classroom	Included						
Elevator No. 1: 3500#, 100ft/min, 2 Stops, 2 Openings per AD1 Specs	8,500						
Standard Interior Finishes per 2/Gen-6	Included						
Make Connection Between Fire Alarm Relay and Elevator Controller	Included						
Elevator Hostway Scaffolding	Included						
Hoisting	Included						
TOTALS	143,500	0	0	0	0	0	
Recommendation:	Amount						
Otis	143,500						



Bid Evaluation Report

Fire Sprinklers			Elm Street Elementary School Reconstruction				Job Number	Elm
			Subcontractors				Bid Date	12/7/2016
Description			Apex Fire Protection	Superior Fire			Date Printed	12/6/2016
Base Bid			501,200	268,790				
Spec #: 212000			Included	Included				
Spec #:								
Furnished, Installed, FOB Jobsite, Tax Included			Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016			Included	Included				
Acknowledgment of Addendum 1			Included	Included				
Bid Good for 60 Days			60 Days	Included				
Prevailing Wage			Yes	Yes				
Prequalification per Bid Invite			N/A	N/A				
Attachment C Acknowledgement								
Fire Sprinklers			Included	Included				
MFR - Tyco			Included	Included				
Standard Upright, Pendent, Sidewall Sprinklers			Included	Included				
Bldg 1 - Classroom - FP02 & 3			Included	Included				
Bldg 2 - MPR - FP04			Included	Included				
Bldg 3 - Admin - FP05			Included	Included				
Bldg 4 - Kinder - FP06			Included	Included				
4" Fire Riser at Each Bldg - 1/FP07			Included	Included				
POC 5" Outside of Bldg			Included	Included				
Upright Sprinkler Deflectors as Shown			Included	Included				
Brass or White Finish			Included	Included				
Heads to be Centered in ACT Panels			Included	Included				
Furnish & Install Sleeves			Included	Included				
All Seismic Bracing, Hangers, Embeds as Required			Included	Included				
Hydrostatic Testing at 200 PSI for (2) Hours			Included	Included				
All Gauges, Valves, Flow and Tamper Switches			Included	Included				
Sound and Vibration Control			Included	Included				
All Bracing and Hangers - FP07			Included	Included				
Firestopping & Sealants as Required at Penetrations			Included	Included				
BIM Requirements			18,700	15,000				
TOTALS			519,900	283,790	0	0	0	0
Recommendation:			Amount					
Superior Fire			283,790					

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.	Date Printed	12/6/2016
Base Bid	671,450	513,546	456,457	526,000		
Spec #: 331000, 333000, 334000	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	60 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included		
Cutting and Capping of Existing Utilities	2,450	2,450	2,450	2,450		
Layout and Trenching	Included	Included	Included	Included		
Sawcutting for New Utilities	Included	Included	Included	Included		
Traffic Control	3,584	3,584	3,584	3,584		
Traffic Rated Trench Plates	Included	Included	Included	Included		
Temp Asphalt Patching	Included	Included	Included	Included		
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048		
Pressure Test and Flush System	Included	Included	Included	Included		
Sewer						
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included		
Cleanouts (8)	Included	Included	Included	Included		
All Piping and Connections to Main line (2)	Included	Included	Included	Included		
Storm Drain	3,000	3,000	3,000	2,600		
6", 8", 12" & 18" HDPE Storm Drain Pipe	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basins - 10/C02 (3)	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basin at Biofiltration - 11/C02 (3)	Included	Included	Included	Included		
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included		
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included		
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included		



Bid Evaluation Report

Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
Street Work (Sewer and Storm Trench Repairs Only)	See Allowances	See Allowances	See Allowances	See Allowances		
Base Pavement Trenches	See Allowances	See Allowances	See Allowances	See Allowances		
Trench Repair	See Allowances	See Allowances	See Allowances	See Allowances		
Grind Existing	See Allowances	See Allowances	See Allowances	See Allowances		
Overlay with 1-1/2" Asphalt	See Allowances	See Allowances	See Allowances	See Allowances		
Lane Closure/Traffic Control	See Allowances	See Allowances	See Allowances	See Allowances		
Fire Water per C-08 (RFI 4)	Included	Included	Included	Included		
6" & 8" Class 150 C900 PVC Water Line	Included	Included	Included	Included		
Thrust Blocks - 320/C04	Included	Included	Included	Included		
Fire Hydrants per 300/C04 (3)	Included	Included	Included	Included		
8" Double Check Detector Backflow - 311/C04	Included	Included	Included	Included		
Post Indicator Valves (3)	Included	Included	Included	Included		
FDC (3)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Hydrant Bollards/Footings - 301/C04 (12)	3,000	3,000	3,000	2,600		
Fire Sprinkler Connections - 5' Outside Bldg	Included	Included	Included	Included		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	40,000	Included	Included		
Gas	Included	Included	Included	Included		
Gas Lines per Plumbing P005	N/A	N/A	45,000	N/A		
Performance Contingency						
TOTALS	698,032	580,128	519,039	541,895	0	0
Recommendation:	Amount					
J. Vega Eng.	519,039					

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000 Spec #:	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	15 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	Yes	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Plumbing						
Temporary Water Service & Distribution	Included	Included	Included	Included	Included	
All Related Trenching / Backfill	7,500	7,500	7,500	7,500	7,500	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
HW / CW Piping	Included	Included	Included	Included	Included	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Precision Plumbing	
Piping Insulation	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Access Panels - Furnish Only	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
Furnish and install all Metal Sleeves	Included	Included	Included	Included	Included	
Flashings at Roof Penetrations	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
All Related Caulking / Sealants	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Fire Stopping	Included	Included	Included	Included	Included	
Coring, as Required	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
Flush / Chlorinate / Disinfect Domestic Water	Included	Included	Included	Included	Included	
Ansul Gas valve	Included	Included	Included	2,500	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	767,473	902,141	802,500	747,000	728,974	0
Recommendation:	Amount					
Precision Plumbing	728,974					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days		Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
HVAC	Included	Included	Included	Included	Included	
Equipment	Included	Included	Included	Included	Included	
VAV - Anemostat	Included	Included	Included	Included	Included	
Fan Coil Units - Trane	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	Included	Included	Included	Included	Included	
VRF Diagrams M010 - M014	Included	Included	Included	Included	Included	
Exhaust Fans - Greenheck	Included	Included	Included	Included	Included	
Makeup Air - Greenheck	Included	Included	Included	Included	Included	
Air Handling Unit - Trane	Included	Included	Included	Included	Included	
Split AC Units - Trane	Included	Included	Included	Included	Included	
Supply Fans - Anemostat	Included	Included	Included	Included	Included	
Sound Traps - IAC Acoustic	Included	Included	Included	Included	Included	
Factory Curbs/ Install	Included	Included	Included	Included	Included	
Buildings	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, TAC, Trane, Carrier	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
6" Conc Pads for Equip - 16/S301	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
3 Makeup Air Units on Roof with Curbs	Included	Included	Included	Included	Included	
Kitchen Exhaust Ducting and Fans - M504 (Hood by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included	
Spring Isolation Hangers	Included	Included	Included	Included	Included	
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included	
Metal Ducts / Duct Work	Included	Included	Included	Included	Included	
Duct Liner	Included	Included	Included	Included	Included	
Supply & Return Air Plenums	Included	Included	Included	Included	Included	
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included	
Wall Louvers	Included	Included	Included	Included	Included	
Duct Insulation	Included	Included	Included	Included	Included	
Fire / Smoke Dampers	Included	Included	Included	Included	Included	
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included	
Mechanical Identification	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	1,273,955	1,406,229	1,399,230	1,226,000	2,119,673	0
Recommendation:	Amount					
Sheldon Mech.	1,226,000					

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Base Bid	2,440,000	2,385,000	2,440,275		
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265200, 265561	Included	Included	Included		
Spec #: 270536, 275116, 275123.50, 281600, 282300, 283100	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 days	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	Yes	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
Electrical	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included		
Temp Power Boxes and Cords	10,659	10,659	10,659		
Temporary Lighting	5,330	5,330	5,330		
Site	Included	Included	Included		
2" & 4" Conduits for Site Utilities - E1.1	Included	Included	Included		
Conduit Runs as Shown Site Plan - E1.2	Included	Included	Included		
Encase All Underground Conduits in Concrete per Note 6 on E0.1	Included	Included	Included		
Pour Back of Utility Trenches	Included	Included	Included		
Signal, Fire and Power Pull Boxes - 1/E7.7	Included	Included	Included		
Site Lighting Plan - E1.3	Included	Included	Included		
Site Lighting Fixtures, per Schedule	Included	Included	Included		
Site Signal, CCTV, FA Speakers - E1.6	Included	Included	Included		
U/G Power Distribution for Site Power	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included		
U/G Power Distribution for Site Lighting	Included	Included	Included		
Buildings 1-4	Included	Included	Included		
Lighting Fixtures per Schedule on E0.5	Included	Included	Included		
Mechanical Schedule - E0.6	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
				Cable Schedule - E0.4	Included
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included		
Distribution Panelboards	Included	Included	Included		
Panel Boards	Included	Included	Included		
Power Distribution	Included	Included	Included		
Conduits & Raceways	Included	Included	Included		
Terminal Cabinets & Racks	Included	Included	Included		
Cable Trays & Supports	Included	Included	Included		
Wiring / Conductors	Included	Included	Included		
Floor boxes	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included		
Connections to Existing Generator	Included	Included	Included		
Lighting Control Panel / System	Included	Included	Included		
Emergency Lighting / Exit Signs	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included		
Bldg 1 - Classroom	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Connections for all Kitchen Equipment	Included	Included	Included		
Conduit for Theatrical Lighting	Included	Included	Included		
Elec Room 102 - E2-4.1	Included	Included	Included		
Bldg 3 - Admin	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Power for VAV & Rooftop Equipment	Included	Included	Included		
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included		
Bldg 4 - Kindergarten	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included		
Single Line Diagram - E4.0	Included	Included	Included		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included		
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included		
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc		
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included		
MFR - Electronic Theatre Controls (ETC)	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.			
Bldg 2 - MPR (TL2.1.1 & 2)	Included	Included	Included			
Dimmer Racks and Controls	Included	Included	Included			
Stage Lighting Control System	Included	Included	Included			
Lighting Track & Fixtures - 10/TL8.1.1	Included	Included	Included			
Panels & Receptacles	Included	Included	Included			
Miscellaneous	Included	Included	Included			
Plywood Backboards	In Rough Framing	In Rough Framing	In Rough Framing			
Flashings at Penetrations	Included	Included	Included			
Caulking / Sealants	Included	Included	Included			
Sleeves / Fire Caulking / Firestopping - 1/E0.7	Included	Included	Included			
BIM Requirements	15,000	15,000	15,000			
Low Voltage Systems	Included	Included	Included			
Computer Network Cabling	Included	Included	Included			
Communications Cabinets, Racks, Frames and Enclosures - E7.10	Included	Included	Included			
Communications Cabling	Included	Included	Included			
Devices, Equipment, Conduit & Conductors	Included	Included	Included			
Public Address/Clock System	Included	Included	Included			
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included			
Alt by Valcom	Included	Included	Included			
Assistive Listening System	Included	Included	Included			
MFR - Listen Technologies	Included	Included	Included			
FM Transmitters - LT-700 LT-800	Included	Included	Included			
Receiver - LR-100 & LR-400	Included	Included	Included			
(1) 8-Hour Training Session	Included	Included	Included			
Intrusion Alarm System	26,080	Included	26,080			
Contractor to Have C7 and C10 License	In Above	Included	In Above			
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above			
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above			
Video Surveillance (CCTV) System	72,395	Included	72,395			
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above			
MFRs - Per Specs	In Above	Included	In Above			
Fire Detection Alarm	88,292	Included	Included			
Fire Alarm System	In Above	Included	Included			
MFR - Notifier, Simens, Simplex, Johnson or Gamewell-FCI	In Above	Included	Included			
Complete Addressable Fire Alarm System	In Above	Included	Included			

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Subcontractors				Date Printed	12/6/2016	
Description	Venco Elec.	Taft Elec.	Oilfield Elec.			
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included			
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included			
Elevator System - E0.4	In Above	Included	Included			
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included			
Conduit & Back Boxes	In Above	Included	Included			
Submittals / Shop Drawings / As-Built	In Above	Included	Included			
TOTALS	2,657,756	2,415,989	2,569,739	0	0	0
Recommendation:	Amount					
Taft Elec.	2,415,989					

Bid Evaluation Report



Building Specialties		Elm Street Elementary School Reconstruction		Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Div	Description	Amount	Recommended Subcontractor	Bids Received	
104400	Fire Extinguishers & Specialties FEC at Elec Yard - Surface Mount per 16/A64.4 (1) Bldg 1 - FEC 1/A64.4 (22) Bldg 2 - FEC 1/A64.4 (3) Bldg 3 - FEC 1/A64.4 (3) Bldg 4 - FEC 1/A64.4 (2)	6,150	Glendon Co.	5	
105100	Lockers MFR - Art Metal, Penco, Republic Locker Alcove 2-113 2-Tier Lockers per 6&7/A64.4	1,650	John Pence	3	
107500	Flagpoles Flag Pole 35' per 8/A64.4 (1) Set Pole Footing per Site Concrete	4,293	Pole Tech	2	
114800	Physical Education Equipment MFR - Jaypro, Cassidy, Draper Volleyball Sleeves, Standards, Net, Antenna Ref Stand and Pad	5,150	Bernards		
124813	Entrance Floor Mats MFR - AFP, RC Musson, Pawling Rubber Mat 1/4" Thick, 48x72	N/A	N/A		
126823	Folding Cafeteria Tables	OFOI	OFOI		
N/A	Misc Site Furnishings Benches at Site per S32/A0-1.1 (18) Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5 Relocate Existing Playground Equipment and Reinstall at New Areas - S39/A0-1.1 New Conc Footings (TBD) Basketball Pole & Basket - 7/A63.6 (6) Coat Hooks - 14/A64.4 Dull Chrome - Single MFR - McMaster-Carr 1760A2 Wall-Mount Hook, Chrome-Plated Brass, 1-1/4" Wide x 1-1/2" High x 1-5/8" Deep Bldg 1 = 544 Bldg 4 = 60	128,099	Bernards		
N/A	Misc Equipment (TV's) TV's in Classrooms MFR - Sharp 50" & 60" LE65OU Wall Mount - Chief TS318TU Ceiling Mount - Chief MCM1U Bldg 1 - Classroom 60" TV's in Classroom Bldg per 9/A64.4 (62) TV Mounts (62) Bldg 4 - Kindergarten 50" TV's in Classroom Bldg per 11/A64.3 (4) TV Mounts (4)	121,300	Bernards		
N/A	Final Cleanup Exterior Interior	68,534	Bernards		
Total		335,176	Bids Received	10	

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Change Order No. 19 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction (Penanhoat/CFW)

This change order addresses modifications to Elm Elementary School doors and gates. COR No. 352R2 adds perforated metal panels to site gates to obstruct the entry onto the campus of unauthorized persons. COR No. 577R1 adds louvers to certain fire rated doors to ensure their compliance with fire code requirements. COR No. 673 provides hardware for break-out room doors which were requested by the District. COR No. 301 clarifies the type of overhead stop needed at aluminum storefront doors. Change Order No. 019 provides for the Board's ratification of the following four (4) COR's:

- COR No. 301 - Added Overhead Stops
- COR No. 352R2 - Add Perf metal Panels at Gates
- COR No. 577R1 - FR Doors at Classroom Building
- COR No. 673 - Add hardware to Storefront Breakout Room Doors

FISCAL IMPACT:

Thirty-Three Thousand Eight Hundred Six Dollars and Zero Cents (\$33,806.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget as per the June 2019 Six-month report.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #19 for Master Agreement #16-199 with Bernard Bros, Inc.

ADDITIONAL MATERIALS:

- Attached:** [Change Order #019 - Bernards Bros Inc. \(2 Pages\)](#)
[COR No. 301 - Added Overhead Stops \(9 Pages\)](#)
[COR No. 352R2 - Add Perf Metal Panels at Gates \(7 Pages\)](#)
[COR No. 577R1 - FR Doors at Classroom Bldg \(9 Pages\)](#)
[COR No. 673 - Add Hardware to Storefront Breakout Room Doors \(6 Pages\)](#)
[Construction Services Master Agreement #16-199 \(108 Pages\)](#)



CHANGE ORDER

Date: 08.07.2019

CHANGE ORDER NO. 019

PROJECT: ELM E.S. RECONSTRUCTION PROJECT
O.S.D. BID No. N/A
O.S.D. Agreement No. 16-199

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

ARCHITECT SVA Architects, Inc.
6 Hutton Centre Drive, Ste. 1150
Santa Ana, CA 92707

CONTRACTOR:

Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 2013-40159
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116407

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All 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.....	\$ 23,306,886.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 2,852,077.00
ADJUSTED CONTRACT SUM.....	\$ 26,158,963.00
NET CHANGE -	\$ 33,806.00
Total Change Orders to Date: 019.....	\$ 2,885,883.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 019.....	\$ 26,192,769.00

Commencement Date:January 30, 2017
Original Completion Date:October 16, 2018
Original Contract Time:661 Calendar Days
Time Extension for all Previous Change Orders:000 Calendar Days
Time Extension for this Change Order:000 Calendar Days
Adjusted Completion Date:October 16, 2018

Percentage (12.38%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 301- Added Overhead Stops			\$3,693.00	
2.	COR No. 352R2- Add Perf metal Panels at Gates		\$13,135.00		
3.	COR No. 577R1- FR Doors at Classroom Building				\$12,967.00
4.	COR No. 673- Add hardware to Storefront Breakout Room Doors		\$4,011.00		
	TOTAL		\$17,146.00	\$3,693.00	\$12,967.00

Total Change Order No. 019\$ 33,806.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DIRECTOR OF PURCHASING: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 301 R0

Date: 7/19/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 470

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost for added stops for aluminum storefront doors 2-101, 2-101A, 2-101B, 2-101C, 2-101D, 3-101, and 3-126.	Construction Hardware Co	3,211
Reason: The original specified closures were the wrong size for the doors.		
Requested By: SVA Architects		
Ref: RFI 470		
		Subtotal: 3,211
Contractual Costs		
Overhead 15%		482
		Subtotal: 482
Total Change Order Request Amount:		3,693

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



Construction Hardware Co.

216 Pacific Street, Pomona, CA 91768-3216
P.O. Box 2587, Pomona, CA 91769-2587

Phone 909.594.9093
Fax 909.595.8050

www.constructionhardwareco.com

Architectural Hardware, Doors and Frames
Installation, Access Control, Custom Solutions

Change Order#: 43563

CHANGE ORDER PROPOSAL

Issued To:

Bernards c*Elm Street Elem Sch

Elm Street Elem School

Oxnard, CA 93033

Date: 7/5/2018

Ref#: ADDED OH STOPS

Requested By: GINA SIERRA

Job #: 7877

Salesperson: RANDY GARDNER

Quantity	Part #	Description	Price	Extended
14	104S 630	CONCEALED OVERHEAD STOP	\$207.87	\$2,910.18
1	FREIGHT & HANDLING		\$75.00	\$75.00

Notes:

EXTRA TO JOB: ADDED STOPS FOR PAIRED ALUMINUM STOREFRONT OPENINGS 2-101 , 2-101A , 2-101B , 2-101C , 2-101D , 3-101 AND 3-126.

Sub Total: \$2,985.18

Tax: \$225.54

Total Quote: **\$3,210.72**

TERMS AND CONDITIONS:

1. This proposal is subject to acceptance within 30 days from proposal date. After this date we reserve the right to requote.
2. **Freight Prepaid and Add**
3. Payment Terms are Net 30 days from the date of invoice, no retention
4. The terms and conditions herein supercede all other terms and conditions unless agreed in writing prior to acceptance.
5. All provisions and product specifications of this Proposal cannot be varied or substituted without written agreement
6. Special Order Material is subject to minimum 8-10 weeks lead time after approval of final submittal(s) (if required). Special ordered is subject to restocking charge if returned.
7. Construction Hardware Co. invoices and change orders are not subject to owner's approval
8. **We cannot proceed without your written change order agreeing to pay the above amount.**

Acceptance of Proposal: Upon signature, customer agrees to all terms, conditions and material as stated in this proposal

Signature

Print Name

Date



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 470

Project: Elm Elementary School Reconstruction Project

Date: 07-16-18

Discipline: Architectural

Subject: Storefront Door Hardware

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
08 71 00.2		
08 71 00.3		

QUESTION

1. Per the conversation with Santa Barbra Glass and SVAs' hardware consultant, please confrim the door hardware to be used for the storefront glass doors 2-101, 2-101A, 2-101B, 2-101C, 2-101D, 3-101, 3-126 . Please confirm that the GJY 100S series is acceptable in lieu of the 698S OH. Please see attached cutsheet for the 100S series and also attached the submittal for the 698S OH hardware.

ANSWER

Per conversation with hardware consultant and Bernards, the above 100S series is acceptable to use on the storefront doors. The supplier will need to coordinate the prep/templating with the door/frame mfr.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Santa Barbara Glass Co	Ed Dickson	7/20/2018

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: Joseph Teresi - Bernards

Submitted By: Joseph Teresi - Bernards

100 Series Concealed Overhead Door Holders/Stops



100 Series Heavy-Duty

Glynn-Johnson offers a complete line of overhead door holders and stops, accommodating virtually all openings with solutions for even the most complex door control problems. These concealed holders and stops provide the most attractive and reliable heavy-duty door control available.

Glynn-Johnson 100 series holders and stops provide the most reliable and versatile concealed overhead door control. They are designed for installation on virtually all types of doors mounted on conventional type butt hinges, pivots, continuous hinges, swing clear hinges and numerous other specialty hinges. When used in conjunction with many surface-applied door closers, 100 series holders and stops provide the most effective control for entrance doors and vestibule doors of all types, as well as heavy or often used interior doors. Templates provided allow for variable mounting positions, ranging from 85° - 110° of opening.

Five Models:

- 100H Series Hold-Open Model
- 100HP Series Internal Hold-Open Model
- 100F Series Friction Hold-Open Model
- 100S Series Stop-Only Model
- 100SE Series Special Stop-Only Model

Six Sizes:

- Each model comes in six sizes.
- Simple
- Standardized

Three Options:

- ADJ—Adjustable Jamb Bracket
- CJ—Jamb Bracket for use with LCN5030 Closer
- SOC—Pin-in-Socket Security Screw Package

Unmatched Convenience:

- Non-handed
- Improved Compatibility with Door Closers
- Single/Double-Acting Doors
- Interior/Exterior Applications
- Reduced Door Prep
- Durable
- Improved Corrosion Resistance
- Function Conversion Kits are Available.

Materials and Finishes:

In Heavy Gauge Brass or 300 Series Stainless Steel, these models offer the broadest range of finishes in the industry, complementing any design and offering the highest resistance to corrosion. Available in the following finishes:

Finishes	Description
US3	Polished Brass
US4	Satin Brass
US10	Satin Bronze
US10B	Oil Rubbed Bronze
US32	Polished Stainless Steel
US32D	Satin Stainless Steel
SP4	Powder Coat Brass
SP10	Powder Coat Bronze
SP28	Powder Coat Aluminum
SP313	Powder Coat Dark Bronze
SPBLK	Powder Coat Black

Models

These models provide a wide range of optional features, and are ideal for use on entrance and vestibule doors, large doors, doors opened frequently, or doors subject to abuse. These models are also furnished with an offset-style jamb bracket.

Designed for heavy-duty applications, 100 series models will provide long-lasting protection to doors, frames, hinges, related hardware and surrounding walls or obstructions.

100H Series Hold-Open

(Suffix H) The Hold-Open function should be used where it is desired to hold a door open at a predetermined position for short or long periods of time, permitting an unobstructed traffic flow through the opening.

These models are both selective and adjustable, featuring the most reliable Hold-Open mechanism available. They feature a control knob which protrudes from the face of the door and turns the Hold-Open function on or off. Set in the inactive position, the unit acts as a stop and shock absorber. The tension on the Hold-Open mechanism can be adjusted using an allen wrench to offset air currents or other exterior conditions. The Hold-Open tension adjustment is located in the bottom of the track in the top of the door.

100HP Series Internal Hold-Open

These models provide a Hold-Open unit with the Hold-Open mechanism built into the channel, thus reducing the door prep. The 100HP have a preset Hold-Open force that is not adjustable. The Hold-Open feature is not selectable in these units, so the doors are always held open.

100F Series Friction Hold-Open

(Suffix F) Friction Hold-Open models provide an alternative holding method, ideal for heavy patient room doors, closet doors or similar applications where multiple Hold-Open positions are desired. The friction tension is adjusted using an allen wrench and an open end wrench. The friction tension adjustment is located on the top of the slider in the channel.

100S Series Stop-Only

(Suffix S) When the Hold-Open function is not required, the Stop-Only function provides the same effective door control minus the Hold-Open feature. The Stop-Only model may be used on fire doors.

100SE Series Special Stop-Only

(Suffix SE) When Stop-Only models are used in conjunction with single point Hold-Open electronic door closers, they may be ordered without the shock-absorbing mechanism. Used as an auxiliary stop with these closers, they will prolong the life of the closer. The stop location is adjusted using an allen wrench on the stop block located in the channel.

Note: Caution should be used when using this option in other applications, as the elimination of the shock-absorbing spring can put added stress on door and frame if used improperly.

Application Information

UL Classification

The 100 series Stop-Only models are classified by Underwriters Laboratories (UL) as Miscellaneous Fire Door Accessories. This classification applies to use on either Hollow Metal Fire Doors or Wood Fire Doors. Where Wood Door manufacturer's listing allows for the cutout required for installation, concealed overhead stops may be used on those wood fire doors. These units may be used on doors of any rating. As a reminder, the Miscellaneous Fire Door Accessories (GVUX) section is defined by UL as: "Miscellaneous fire door accessories are intended in the individual Listings. The accessories have been investigated to determine that when installed in accordance with the manufacturer's instructions, the accessories do not adversely affect the fire rating of the fire door and/or fire door frames."

Dead Stop Templating:

If a wall or similar obstruction is in place at 110° or less opening angle (i.e. doors that open back-to-back), Dead Stop Templating should be used. This includes all Hold-Open, Friction and Stop-Only models, except when the "SE" Option is used. The Dead Stop position is reached when the shock-absorbing spring is fully compressed, the initial degree of opening will be 5° to 7° less than the Dead Stop opening.

Example: If the holder is templated to 100° Dead Stop, the door will hold open somewhere between 93° and 95°, but no further than 100°.

Note: Do not use dead-stop templating on the 100SE Series since there is no shock-absorbing spring.

Environmental Considerations:

Environmental factors should always be considered when specifying overhead holders and stops. Doors that are positioned on a building's exterior or subject to corrosive conditions should be equipped with a holder constructed primarily of stainless steel or brass materials. For interior applications, steel is acceptable, though brass substrates generally provide a more attractive architectural-grade finish.

Function Conversion Kits

- FK100F—Converts a 100H or 100S unit into a 100F unit.
To order specify FK100F.
- FK100H—Converts a 100F or 100S unit into a 100H unit.
To order specify FK100H.
- No kit is needed to convert a 100H or 100F unit into a 100S unit.

Options

Suffix ADJ (Adjustable Jamb Bracket):

An additional option on the 100 series is the adjustable jamb bracket, which allows the degree of Hold-Open or Stop angle to be adjusted after installation. Suffix "ADJ" is available in all functions, but only in sizes 3, 4, 5 & 6. ADJ jamb bracket requires additional frame prep. The ADJ option cannot be added to an existing unit, it must be factory ordered.

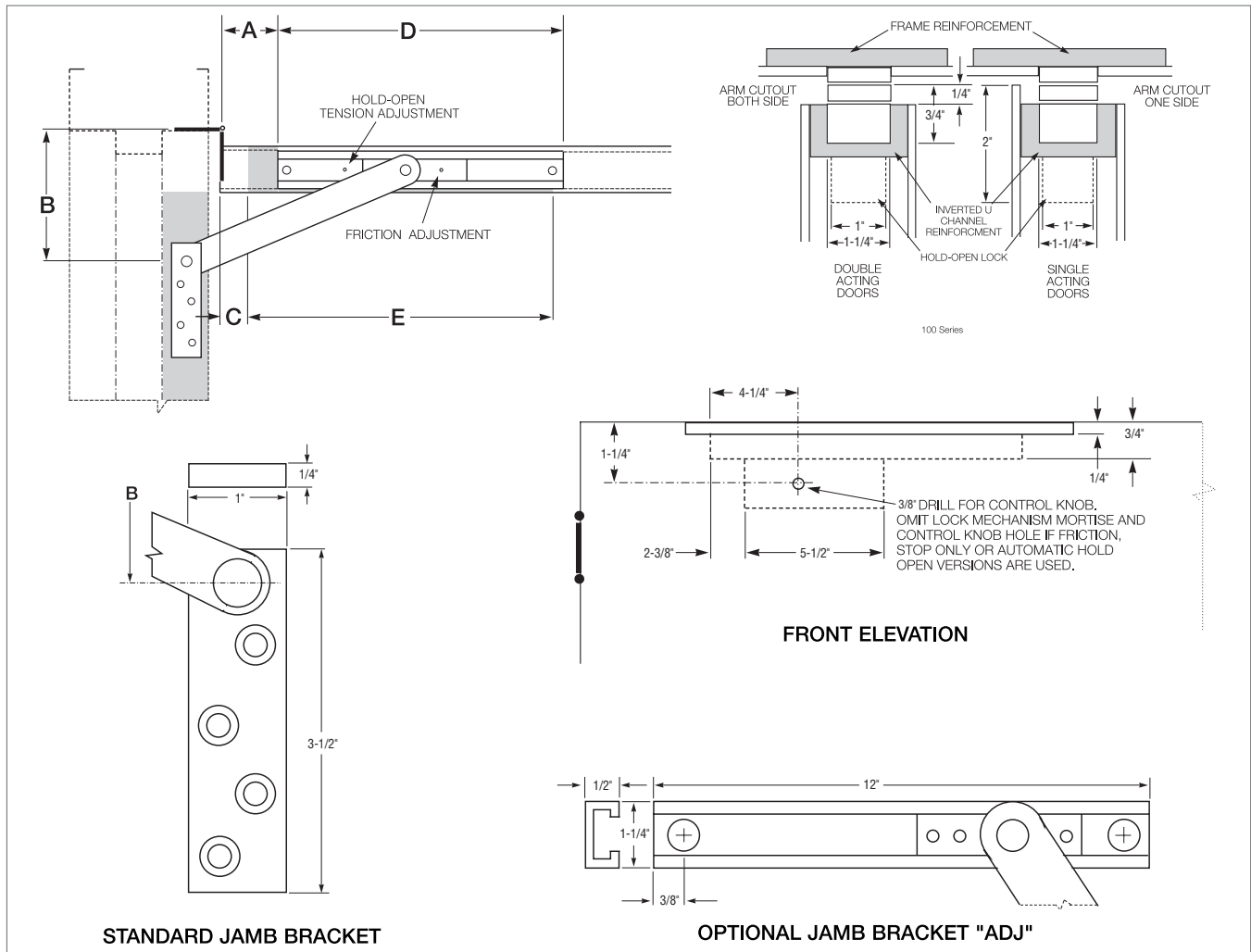
Suffix CJ (Closer Jamb Bracket):

Provides a special jamb bracket needed for 100 series units used with LCN5030 closers. These special jamb brackets are handed, so handing will need to be specified when ordering the "CJ" option, CJLH for a left hand door and CJRH for a right hand door. The CJ option cannot be added to an existing unit, it must be factory ordered.

Suffix SOC (Pin-in-Socket Security Screw Package):

A screw package with pin-in-socket screws for mounting the jamb bracket to the frame is provided instead of the standard screw package.

100 Series Concealed Overhead Door Holders/Stops



SIZE	BUTTS/OFFSET PIVOTS				CENTER HUNG			
	DOOR OPENING	STOP ONLY	HOLD OPEN	FRICTION	DOOR OPENING	STOP ONLY	HOLD OPEN	FRICTION
1	18"-23"	101S*	101H*	101F*	----	----	----	----
2	23-1/16"-27"	102S*	102H*	102F*	----	----	----	----
3	27-1/16"-33"	103S	103H	103F	33-1/16"-39"	103S	103H	103F
4	33-1/16"-39"	104S	104H	104F	39-1/16"-45"	104S	104H	104F
5	39-1/16"-45"	105S	105H	105F	45-1/16"-51"	105S	105H	105F
6	45-1/16"-54"	106S	106H	106F	51-1/16"-59"	106S	106H	106F

Note: This chart illustrates the most common types of hinging and door opening sizes. For unusual door details, contact Glynn-Johnson for availability.

*These sizes are not available for use with offset pivots. Also not available with the ADJ option.

G-J Model	BHMA*	FED. Spec.
101-106 H	C01511	1160
101-106 S	C01541	----
101-106 F	C01531	----

* First numeral (0) designates optional material.

To specify:

Brass material, change 0 to 1 (i.e. C11511)

Stainless Steel material, change 0 to 5 (i.e. C51511)

BHMA

All 100 series models are designed for heavy-duty applications and far exceed BHMA cycle test and force test requirements for Grade 1 holders and stops.

The template information on this page is for reference only and is not intended to serve as an installation template. For complete dimensional information, refer to Glynn-Johnson template book.



How to Order

10 **4** **H** - **US26D** - **ADJ**

Overhead Series:
10

Size (Door Opening Using Butts or Offset Pivots:

- 1** (18"-23")
- 2** (23-1/16"-27")
- 3** (27-1/16" -33")
- 4** (33-1/16"-39")
- 5** (39-1/16"-45")
- 6** (45-1/16"-54")

Function:

- H** Hold-Open
- HP** Internal Hold-Open
- F** Friction Hold-Open
- S** Stop-Only
- SE** Special Stop-Only

Finishes:

- US3** Polished Brass
- US4** Satin Brass
- US10** Satin Bronze
- US10B** Oil Rubbed Bronze
- US32** Polished Stainless Steel
- US32D** Satin Stainless Steel
- SP4** Powder Coat Brass
- SP10** Powder Coat Bronze
- SP28** Powder Coat Aluminum
- SP313** Powder Coat Dark Bronze
- SPBLK** Powder Coat Black

Options:

- ADJ** Adjustable Jamb Bracket
- CJLH** Special Jamb Bracket for LCN 5030 Closer, LH Door
- CJRH** Special Jamb Bracket for LCN 5030 Closer, RH Door
- SOC** Pin-in-Socket Security Screws

690 Series Heavy Duty Overhead Concealed Mount

Holders & Stops

SARGENT®

ASSA ABLOY

Interior or Exterior – High Traffic Doors

690 Series

- Concealed application for exterior and interior single or double acting doors
- Two types to choose from:
 - “H” Holder; Stops and Holds doors open
 - “S” Stop; Stops door only
- Both series can be mounted to stop the door at any angle from 85° – 110°
- Non-handed (Reversible)

ANSI/BHMA A156.8 Grade 1

690H Series BHMA Certified to CO1511
690S Series BHMA Certified to CO1541

UL Classified

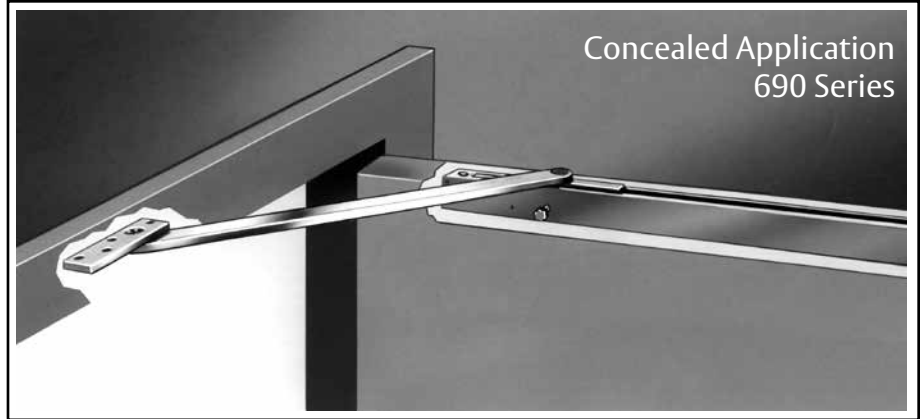
- SARGENT 690 Series stops are UL 10B & 10C classified by Underwriter Laboratories as Miscellaneous Fire Door Accessories

Hold-Open Feature

- Convenient knob provides simple “on-off” control of hold-open feature
- Adjustable release tension

Accessories

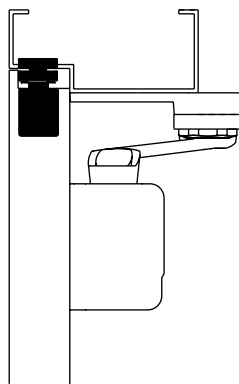
- Standard screw packs
 - 690H Series 21-2263 x finish
 - 690S Series 21-2267 x finish



697H shown

Specifications

For Doors	Exterior and interior doors from 24" – 60" wide*. For doors 1-3/8" – 1-3/4" thick standard, Available for doors up to 3-1/4" thick, use 31- option and specify thickness
Finishes	03, 04, 9, 10, 10B, 10BE, 10BL, 14, 15, 20D, 26, 26D, EN, EB, ED, EP and EAB
Fasteners	Wood screws and machine screws provided and specify thickness
Options	31- Doors 2" – 3-1/4" thick, specify door thickness 36- Torx Security machine screws. 8 required CPC- Clear Powder Coat



351-P10 shown with 697S on a single acting door

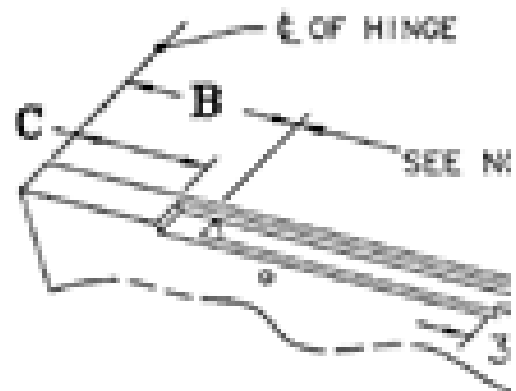
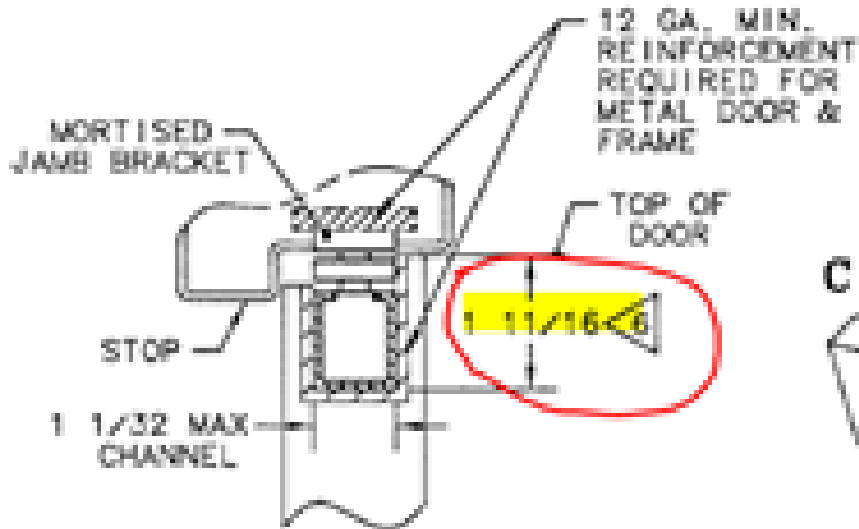
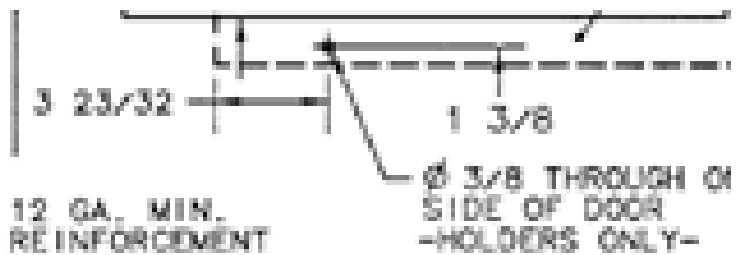
How to Order

Specify options, number, letter designation, finish and door thickness as required.
Example: 31-CPC-697H x 03 x 2" door

Actual Width of Door	Sizing Chart	
	Stop with Hold-open	Stop Only
24" – 32-1/2"	697H	697S
32-5/8" – 39-1/8"	698H	698S
39-1/4" and over	699H	699S

* When using vertical rod exit devices and/or surface/flush bolts, use caution in choosing the proper size to ensure compatibility

4 WOOD SCREWS OR
HIL. FLAT HEAD



16

SECTIONAL VIEW
WITH DOOR CLOSED

SARGENT® Manufacturing Co 109 Sargent Drive New Haven, CT 0	
DATA SHEET: 697-699 SERIES DOOR HOLDERS AND STOPS - MOUNTING GROUP 1 -	07 TB



CHANGE ORDER REQUEST

COR No. 352 R2

Date: 11/8/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Pilgrim Perforated Metal Panels At Gates RFI 507

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add perforated metal panels on the sides of the iron gates.	Pilgrim Fence Co	11,422
Reason: For safety so someone offsite can not reach around the gate to open the gate.		
Requested By: SVA Architects		
Ref: RFI 507		
		Subtotal: 11,422
Contractual Costs		
Overhead 15%		1,713
		Subtotal: 1,713
Total Change Order Request Amount:		13,135

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

CHANGE ORDER

Pilgrim Fence Company
 3275 East Florence Avenue
 Huntington Park, CA 90255
 (323) 582-2016 Fax (323) 582-5057

To	BERNARDS	Change #	
Address		Job #	
Project Name	ELM SCHOOL	Date Submitted	9/24/2018
Project Location	OXNARD, CA.		
Requested By	KYLE	Date of Contract	

Description of Change	
RFI 507	
ADD NEW METAL PERF TO IRON FENCE PANELS AT PED GATES (BOTH SIDES OF PED GATES) 4EA. PR. OF DOUBLE GATES AND 1EA. SINGLE PED GATE INCLUDES CUTTING METAL PERF PANELS TO SIZE ONSITE, GRINDING, INSTALLATION, PRIMER AND TOUCH UP PAINT	
MATERIALS: METAL PERF SHEET / MTLs GALV & POWDER COATED -----	\$4,296.00
LABOR:	
@ \$68.23 per hr x 60 hrs: -----	\$4,093.80
EQUIP RENTAL: -----	\$1,542.00
15% MARK-UP: -----	\$1,490.00
TOTAL JOB COST FOR ADDITIONAL FENCE AND GATES: -----	\$11,422.00

Note: This revision becomes part of, and in conformance with, the existing contract.

Effect on Schedule and Project Cost			
WE AGREE hereby to make changes as specified above, at this price →			\$11,422.00
DATE:	9/24/2018	PREVIOUS CONTRACT AMOUNT	
Pilgrim Fence Company Authorized Signature		REVISED CONTRACT TOTAL	
Revised Project End Date			

ACCEPTED: The above schedule and project cost of this change order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

Signature _____ Title _____ Date _____ 779



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
 PURSUANT TO CALIFORNIA LABOR CODE SECTIONS 1770, 1773 AND 1773.1
HOURLY LABOR COST RATES
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Sub/Contractor: Pilgrim Fence Trade: Fence / Gates
 Date: 6/25/2018 Classification: Fence Builder - (Carpenter)
 Project: Elem Elem School - Oxnard
 Rate Effective Through: _____ Union: Non Union:

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 38.45	\$ -	\$ -
Vacation & Holiday Accrual	\$ 5.50	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 43.95	\$ -	\$ -
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.38	\$ -	\$ -
Medicare	\$ 0.56	\$ -	\$ -
FUI	\$ 0.05	\$ -	\$ -
SUI	\$ 0.34	\$ -	\$ -
Workers Compensation Insurance	\$ 8.79	\$ 8.13	\$ 8.13
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 12.12	\$ 8.13	\$ 8.13
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.50	\$ -	\$ -
Pension & Retirement (or equivalent)	\$ 4.66	\$ -	\$ -
Training (or equivalent)	\$ -	\$ -	\$ -
Hourly Benefits Subtotal	\$ 12.16	\$ -	\$ -
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 68.23	\$ 8.13	\$ 8.13

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. : 507

Project: Elm Elementary School Reconstruction Project

Date: 09-12-18

Discipline: Architectural

Subject: Metal panel at Gates

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A0-1.1		

QUESTION

Ref. Site Campus Fence Plan

Per conversation yesterday after OAC Meeting, we are to add perforated fence panels where shown on attached fence panel drawing,(2' beyond gate at each side /full height) and add highlighted welded metal angle above panic hardware on gate security screen detail.(metal angle 1/2" beyond width of panic hardware)
See attached

ANSWER

Confirmed.

Tom Bardwell- SVA Architects
9/17/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pilgrim Fence Co	Glenn Wasil	9/17/2018

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: Gina Sierra - Bernards
Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 507

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 09-12-18
Discipline: Architectural

Subject: Metal panel at Gates

Response Requested By: 09-19-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Ref. Site Campus Fence Plan

Per conversation yesterday after OAC Meeting, we are to add perforated fence panels where shown on attached fence panel drawing,(2' beyond gate at each side /full height) and add highlighted welded metal angle above panic hardware on gate security screen detail.(metal angle 1/2" beyond width of panic hardware)
See attached

ANSWER

Confirmed.

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>9/17/18</u>
	Name	Company	Date

Question Initiated By: Gina Sierra - Bernards

Submitted By: Gina Sierra - Bernards

ELM STREET

PROVIDE CONCRETE MOW STRIP PER DETAIL 4/A-63.6

5'-11" HIGH CHAIN LINK FENCE PER DETAIL 1/A-64.8



5'-11" HIGH METAL FENCE PER DETAIL 9/A-63.5

12'-0" WIDE x 5'-11" HIGH CHAIN LINK GATE PER DETAIL 3/A-64.8

5'-11" HIGH CHAIN LINK FENCE PER DETAIL 1/A-64.8

3'-6" WIDE x 5'-11" HIGH CHAIN LINK GATE PER DETAIL 2/A-64.8

PROVIDE CONCRETE MOW STRIP PER DETAIL 4/A-63.6

3'-6" WIDE x 5'-11" HIGH CHAIN LINK GATE PER DETAIL 2/A-64.8

5'-11" HIGH CHAIN LINK FENCE PER DETAIL 1/A-64.8

PROVIDE CONCRETE MOW STRIP PER DETAIL 4/A-63.6

5'-11" CHAIN LINK FENCE PER DETAIL 1/A-64.8

783" WIDE IN LINK EXISTING C PER DETAIL

FIR AVE

MONTROSE AVE

4'-0" HIGH METAL FENCE PER DETAIL 9/A-63.5

3'-6" WIDE x 4'-0" HIGH METAL GATE PER DETAIL 4/A-64.8

5'-11" HIGH METAL FENCE PER DETAIL 9/A-63.5

6'-0" WIDE x 5'-11" HIGH METAL GATE PER DETAIL 8/A-63.5

6'-0" WIDE x 4'-0" HIGH METAL GATE PER DETAIL 11/A-63.5

5'-0" WIDE x 5'-11" HIGH METAL GATE PER DETAIL 8/A-63.5

6'-0" WIDE x 5'-11" HIGH METAL GATE PER DETAIL 8/A-63.5

5'-11" HIGH METAL FENCE PER DETAIL 9/A-63.5

4'-0" HIGH METAL FENCE PER DETAIL 9/A-63.5

6'-0" WIDE x 4'-0" HIGH METAL GATE PER DETAIL 11/A-63.5

5'-11" HIGH METAL FENCE PER DETAIL 9/A-63.5

6'-0" WIDE x 5'-11" HIGH METAL GATE PER DETAIL 8/A-63.5

5'-11" HIGH METAL FENCE PER DETAIL 9/A-63.5

3'-6" WIDE x 5'-11" HIGH METAL GATE PER DETAIL 1/A-63.5

5'-0" HIGH METAL FENCE PER DETAIL 9/A-63.5

7'-0" WIDE x 5'-0" HIGH METAL GATE PER DETAIL 8/A-63.5

5'-11" HIGH CHAIN LINK FENCE PER DETAIL 1/A-64.8

16'-0" WIDE x 5'-11" HIGH CHAIN LINK GATE PER DETAIL 3/A-64.8

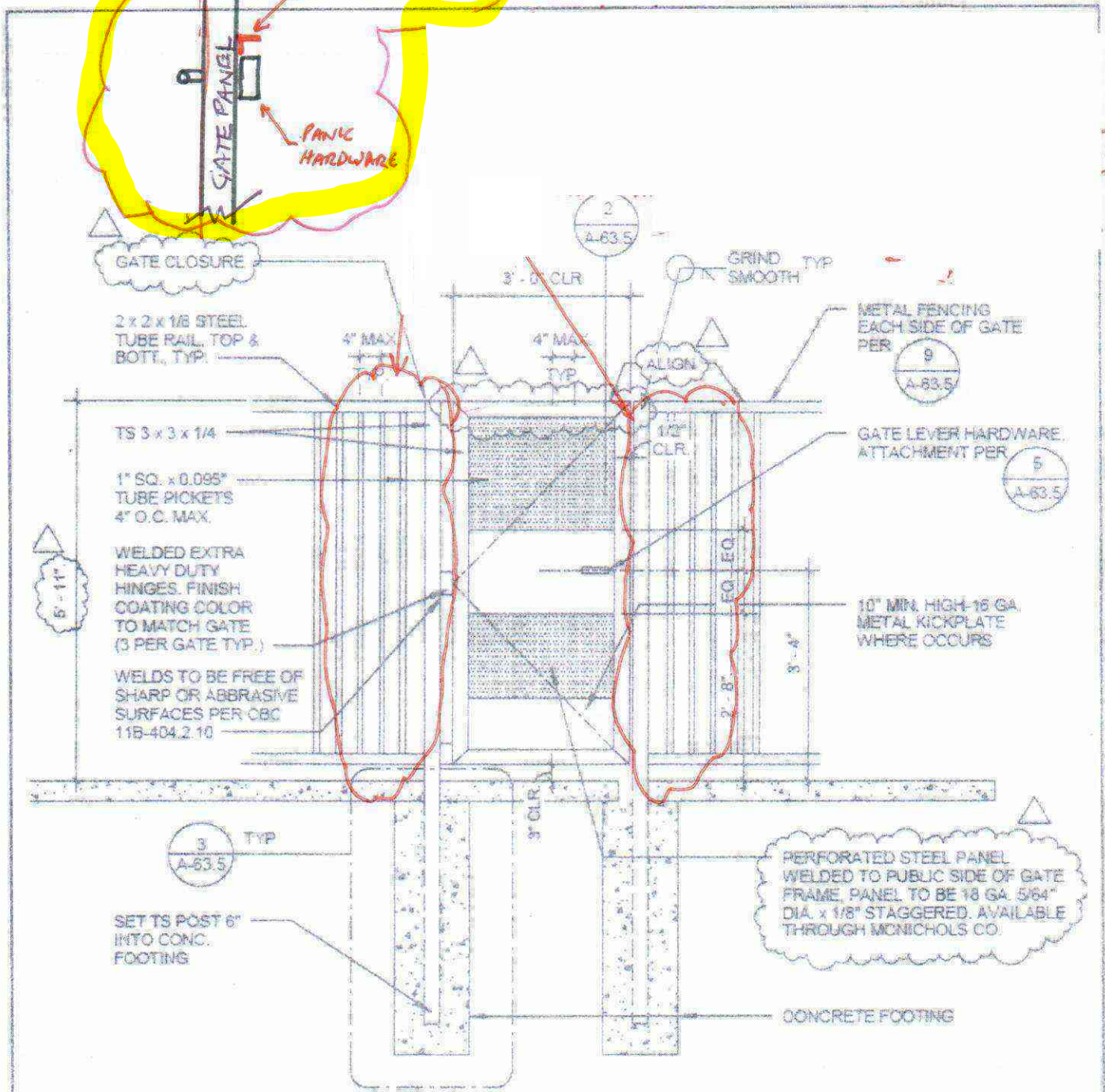
5'-11" HIGH CHAIN LINK FENCE PER DETAIL 1/A-64.8

Both sides of gates

Both sides of gates

2 ft., each side of gate

Both sides of gate



(ENTRY SIDE)

Pilgrim Fence Co.

Pilgrim Fence Co.
 3275 Florence Ave
 Huntington Park, CA 90255
 323-582-8191

ESTABLISHED 1949

ELM STREET ELEMENTARY SCHOOL
 6 TALL IRON PICKET FENCE PED GATE DETAIL ENTRY

DRAWN BY: GW 08/16/16	SCALE: NONE	SHEET:
REVISED: 08/16/18	FILE: ELM STRE	1 of 1



CHANGE ORDER REQUEST

COR No. 577 R1

Date: 2/15/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

45 Minute Fire Door

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to replace eleven doors with 45 minute rated fire doors and associated fire rated louvers.	Construction Hardware Co	11,276
<p>Reason: The doors were not originally called out to be fire rated doors, but they were called out to have louvers. Code requires the doors to be fire rated. RFI 213 was asked if the doors needed to be fire rated, and the response was the doors needed to be 20 minute rated doors. The 20 minute rated doors were purchased and installed at no additional cost. Because 20 minute fire rated doors can not have louvers and 20 minute rated louvers are not made, the doors were made without louvers. The rooms the doors serviced experienced over pressurization because the louvers were not installed. It was decided at an OAC Meeting that the doors needed to be replaced with 45 minute rated doors with fire rated louvers to meet the mechanical and code requirements.</p> <p>Requested By: CFW/AOR/PI</p> <p>Ref: RFI 213</p>		
		Subtotal:
		11,276
Contractual Costs		
Overhead 15%		1,691
		Subtotal:
		1,691
Total Change Order Request Amount:		12,967

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.



CHANGE ORDER REQUEST

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Construction Hardware Co.

216 Pacific Street, Pomona, CA 91768-3216
 P.O. Box 2587, Pomona, CA 91769-2587

Phone 909.594.9093
 Fax 909.595.8050

www.constructionhardwareco.com

Architectural Hardware, Doors and Frames
Installation, Access Control, Custom Solutions

Change Order#: 45165

CHANGE ORDER PROPOSAL

Issued To:

Bernards c*Elm Street Elem Sch

Elm Street Elem School

Oxnard, CA 93033

Date: 2/12/2019

Ref#: RFI #213

Requested By: KYLE RAMIN

Job #: 7877

Salesperson: RANDY GARDNER

Quantity	Part #	Description	Price	Extended
1		HOLLOW METAL (11) NEW HM DOORS W/LOUVERS	\$5,910.00	\$5,910.00
1		INSTALLATION INSTALL DURING PREMIUM HOURS (SEE BELOW AND ATTACHED). (32 HR @ \$72.11) & (14 HR @ \$94.51)	\$3,630.66	\$3,630.66
1		FREIGHT & HANDLING FREIGHT & HANDLING	\$250.00	\$250.00
1		HOLLOW METAL CREDIT FOR (6) NON-RATED METAL LOUVERS SHOWN AT BID TIME	(\$240.00)	(\$-240.00)
1		SERVICE (LABOR & TRAVEL) CHC TO RECEIVE DOORS AT JOBSITE	\$390.00	\$390.00
1		MARK UP 15% MARK UP ON LABOR AS PER AGREEMENT	\$584.46	\$584.46
1		SERVICE (LABOR & TRAVEL) HOTEL CHARGES	\$265.71	\$265.71

Notes:

PER RFI #213.

REPLACE THE FOLLOWING HOLLOW METAL DOORS WITH NEW HOLLOW METAL DOORS
 (6) EACH 3-0 x 7-0 x 1-3/4 45 MIN RATED WITH 24" x 18" RATED LOUVERS MODEL #1900A.
 #1-103, #1-105, #1-110, #1-111, #1-203, #1-205.

REPLACE THE FOLLOWING HOLLOW METAL DOORS WITH NEW HOLLOW METAL DOORS
 (5) EACH 3-0x 1-3/4 x 45 MIN. RATED WITH 18" x 12" RATED LOUVERS MODEL #1900A #1-
 112, #1-113, #1-123, #1-212, #1-219.

INCLUDES INSTALL OF DOORS USING THE EXISTING HARDWARE. ALL WORK TO BE
 DONE DURING OFF HOURS. 64 HOURS AT TIME & A HALF \$94.51.

ADD ALTERNATE IF REQUIRED. SPECIAL DELIVERY REQUIREMENTS TO UNLOAD
 MATERIAL. 6 HOURS AT \$65.00 PER HOUR TOTAL \$390.00.

THE RELABELING OF THE DOORS WILL BE HANDLED AT A LATER DATE.

Sub Total:	\$10,790.83
Tax:	\$484.72

Total Quote: \$11,275.55



Construction Hardware Co.

216 Pacific Street, Pomona, CA 91768-3216
P.O. Box 2587, Pomona, CA 91769-2587

Phone 909.594.9093
Fax 909.595.8050

Change Order#: 45165

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Architectural Hardware, Doors and Frames

Installation, Access Control, Custom Solutions

CHANGE ORDER PROPOSAL

Issued To:

Bernards c*Elm Street Elem Sch

Elm Street Elem School

Oxnard, CA 93033

Date: 2/12/2019

Ref#: RFI #213

Requested By: KYLE RAMIN

Job #: 7877

Salesperson: RANDY GARDNER

Quantity	Part #	Description	Price	Extended
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TERMS AND CONDITIONS:

1. This proposal is subject to acceptance within 30 days from proposal date. After this date we reserve the right to quote.
2. **Freight Prepaid and Add**
3. Payment Terms are Net 30 days from the date of invoice, no retention
4. The terms and conditions herein supercede all other terms and conditions unless agreed in writing prior to acceptance.
5. All provisions and product specifications of this Proposal cannot be varied or substituted without written agreement
6. Special Order Material is subject to minimum 8-10 weeks lead time after approval of final submittal(s) (if required). Special ordered is subject to restocking charge if returned.
7. Construction Hardware Co. invoices and change orders are not subject to owner's approval
8. **We cannot proceed without your written change order agreeing to pay the above amount.**

Acceptance of Proposal: Upon signature, customer agrees to all terms, conditions and material as stated in this proposal

Signature

Print Name

Date



HOURLY LABOR COST RATES

Sub/Contractor: Construction Hardware Co. **Trade:** Carpenters
Date: 7/1/2017 **Classification:** Journeyman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2018 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 41.25	\$ 61.87	\$ 82.50
Vacation & Holiday Accrual	\$ 5.60	\$ 5.60	\$ 5.60
Hourly Taxable Wage Costs Subtotal	\$ 46.85	\$ 67.47	\$ 88.10
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.56	\$ 3.84	\$ 5.12
Medicare	\$ 0.60	\$ 0.90	\$ 1.20
FUI	\$ 0.05	\$ 0.07	\$ 0.10
SUI	\$ 0.36	\$ 0.54	\$ 0.73
Workers Compensation Insurance	\$ 8.72	\$ 8.72	\$ 8.72
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 12.29	\$ 14.07	\$ 15.86
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.10	\$ 7.10	\$ 7.10
Pension & Retirement (or equivalent)	\$ 4.91	\$ 4.91	\$ 4.91
Training (or equivalent) & C.A.F/G.A.F	\$ 0.96	\$ 0.96	\$ 0.96
Hourly Benefits Subtotal	\$ 12.97	\$ 12.97	\$ 12.97
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 72.11	\$ 94.51	\$ 116.93

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. : 213

Project: Elm Elementary School Reconstruction Project

Date: 10-30-17

Discipline: Architectural

Subject: Door Rating Clarification

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A1-52.1		Door Type

QUESTION

Ref. A-52.1

Please clarify door rating requirement for door type "L" and "F" on door schedule indicated sheet A1-52.1.

ANSWER

Response:

See list below for clarification to door ratings:

- 1-103 - 20 min
- 1-105 - 20 min
- 1-110 - 20 min
- 1-111 - 20 min
- 1-112 - 20 min
- 1-113 - 20 min
- 1-123 - 20 min
- 1-203 - 20 min
- 1-205 - 20 min
- 1-212 - 20 min
- 1-219 - 20 min

Tom Bardwell- SVA Architects
11/21/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Construction Hardware Co	Kurt Hervas	11/27/2017



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 213

Project: Elm Elementary School Reconstruction Project

Date: 10-30-17

Discipline: Architectural

Subject: Door Rating Clarification

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Jaime Pace - Bernards

Submitted By: Gina Sierra - Bernards

Project: Elm Elementary School Reconstruction Project

Job No. 1636.

2 of 2

REQUEST FOR INFORMATION

Report Date: 11/27/2017

792

Elite Door

30724 Benton Rd. C302-588

Winchester, CA 92596

p 951-926-2597 f 951-926-2694

Work Order No.

TIME and MATERIAL BILLING SHEET 793

Customer Contact Information	
Customer Name	CHC/Bernards Const.
Contact Name	Kurt Huervas/Kyle Ramin
Office Tel. No.	
Office Fax No.	
Mobile Tel. No.	

Job Information	
Customer Site Number	
Job Name	Elm Street E.S.
Job Address	450 East Elm St. Oxnard, CA

Description of Work to be Performed

Replace Hollow Metal Doors.
Includes installation of doors using the existing hardware per CHC change order #45165 terms and listed items.

Labor Resources

Worker Name	Date	Start Time	Finish Time	Total Hours Worked	Rate	Cost	Active (A) Standby (S)
Rick Baker	4-18			11	\$ -	\$ -	
James Whaley	4-18			11	\$ -	\$ -	
Rick Baker	4-19			12	\$ -	\$ -	
James Whaley	4-19			12	\$ -	\$ -	
TOTAL LABOR COST:						\$ -	

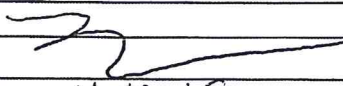
Material and Equipment

Vendor	Item Description	PO Number	Quantity	Unit Cost	Total Cost
			0	\$ -	\$ -
			0	\$ -	\$ -
			0	\$ -	\$ -
			0	\$ -	\$ -
			0	\$ -	\$ -
			0	\$ -	\$ -
			0	\$ -	\$ -
			0	\$ -	\$ -
			0	\$ -	\$ -
TOTAL MATERIAL & EQUIPMENT COST:					\$ -

Travel

Tech. Name	Start Miles	End Miles	Total Miles	Start Time	End Time	Total Hours	Rate	Total Cost
								\$ -
								\$ -
								\$ -

Daily Summation / Comments

total 46 hours						Labor Cost	\$ -
						M & E Cost	\$ -
						Vehicle Cost	\$ -
 4-19-19						Total Cost:	\$ -

Reviewed By: KYLE RAMIN BERNARDS



CHANGE ORDER REQUEST

COR No. 673 R0

Date: 4/4/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Breakout Room Hardware

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to supply hardware for doors added at Breakout Rooms in Administration Building.	Construction Hardware Co	3,488
Reason: Doors were added in RFI 443; hardware was added in RFI 456. This is additional work not included in the original scope.		
Requested By: SVA Architects		
Ref: RFI 456		
		Subtotal: 3,488
Contractual Costs		
Overhead 15%		523
		Subtotal: 523
Total Change Order Request Amount:		4,011

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



Construction Hardware Co.

216 Pacific Street, Pomona, CA 91768-3216
P.O. Box 2587, Pomona, CA 91769-2587

Phone 909.594.9093
Fax 909.595.8050

www.constructionhardwareco.com

Architectural Hardware, Doors and Frames

Installation, Access Control, Custom Solutions

Change Order#: 44356

CHANGE ORDER PROPOSAL

Issued To:

Bernards c*Elm Street Elem Sch

Elm Street Elem School

Oxnard, CA 93033

Date: 10/17/2018

Ref#: RFI #456

Requested By: KYLE RAMIN

Job #: 7877

Salesperson: RANDY GARDNER

Quantity	Part #	Description	Price	Extended
3	112HD 83 US28	FULL MORTISE NO INSET	\$147.98	\$443.94
3	8190HD-0 630 STANDARD MTG	10 INCH CTC DOOR PULL BACK TO BACK (PAIR)	\$135.36	\$406.08
3	2031 STD 689	CONCEALED CLOSER LH	\$758.06	\$2,274.18
3	HARDWARE	IVE FS439 682	\$8.11	\$24.33
1	FREIGHT & HANDLING	UPS TO JOBSITE (ONE SHIPMENT)	\$95.00	\$95.00

Notes:

PER RFI #456 ISSUED TO CHC (10/17/2017).

THESE DOORS ARE STOREFRONT OPENINGS. CHC TO PROVIDE HARDWARE ONLY. DOORS AND INSTALLATION BY OTHERS.

Door numbers are 3-128, 3-129, & 3-130 - HAND LH

Sub Total:	\$3,243.53
Tax:	\$244.02

BB

Total Quote: \$3,487.55



Construction Hardware Co.

216 Pacific Street, Pomona, CA 91768-3216
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Architectural Hardware, Doors and Frames

Installation, Access Control, Custom Solutions

Change Order#: 44356

CHANGE ORDER PROPOSAL

Issued To:

Bernards c*Elm Street Elem Sch

Elm Street Elem School

Oxnard, CA 93033

Date: 10/17/2018

Ref#: RFI #456

Requested By: KYLE RAMIN

Job #: 7877

Salesperson: RANDY GARDNER

Quantity	Part #	Description	Price	Extended
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TERMS AND CONDITIONS:

1. This proposal is subject to acceptance within 30 days from proposal date. After this date we reserve the right to requote.
2. **Freight Prepaid and Add**
3. Payment Terms are Net 30 days from the date of invoice, no retention
4. The terms and conditions herein supercede all other terms and conditions unless agreed in writing prior to acceptance.
5. All provisions and product specifications of this Proposal cannot be varied or substituted without written agreement
6. Special Order Material is subject to minimum 8-10 weeks lead time after approval of final submittal(s) (if required). Special ordered is subject to restocking charge if returned.
7. Construction Hardware Co. invoices and change orders are not subject to owner's approval
8. **We cannot proceed without your written change order agreeing to pay the above amount.**

Acceptance of Proposal: Upon signature, customer agrees to all terms, conditions and material as stated in this proposal

Signature

Print Name

Date



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 456

Project: Elm Elementary School Reconstruction Project

Date: 06-26-18

Discipline: Architectural

Subject: Breakout Room Door Hardware Schedule

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-52.1		Door Schedule
RFI 443		Storefront doors in breakout rooms

QUESTION

RFI response 443 included the details for the storefront but not the hardware schedule. Please provide the door hardware schedule for the rooms 3-128, 3-129, and 3-130.

ANSWER

Refer to attached hardware schedule for the breakout room doors

Tom Bardwell
SVA Architects
6/29/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Santa Barbara Glass Co	Dan Hope	6/29/2018
Construction Hardware Co	Jeremy Krupa	6/29/2018

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: Ed Dickson - Santa Barbara Glass Co - Author Number:

Submitted By: Arvind Balaji - Bernards

HW SET: 17

DOOR NUMBERS:

3-128 3-129 3-130

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
1	EA	CONT. HINGE	112HD	628	IVE
1	SET	90 DEG OFFSET PULL	PR 8190HD 10" N	630	IVE
1	EA	CONCEALED CLOSER	2030 SERIES	689	LCN
1	EA	FLOOR STOP	FS439	682	IVE

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14th) day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Elm Street Elementary School, located at 450 East Elm Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

#16-199

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

- 2 -

#16-199

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

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibits A and B** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**. The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of **Twenty-One Million Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents (\$21,462,701.00)** and, (2) a Contractor Contingency in the amount of **Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00)**, and, (3) Sublease Payments in the amount of **\$97,112.00** per month for **12** months, for a total lease value of **One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00)** pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibits A and B** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

#16-199

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 to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

- 6 -

#16-199

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.

- 7 -

#16-199

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of

- 8 -

#16-199

proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- 9 -

#16-199

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

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

- 10 -

#16-199

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.

- 11 -

#16-199

- 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.

- 12 -

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.

#16-199

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,

- 16 -

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

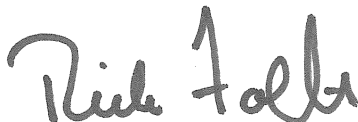
SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR

Bernards



THE DISTRICT

Oxnard School District,
a California school district

- 18 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

#16-199

By: Rick Fochtman

Title: Senior Vice President

Date: 01/12/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 1-24-17

- 19 -

OXNARD SCHOOL DISTRICT
Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

#16-199

EXHIBITS A and B

Scope of Work

- 20 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

EXHIBIT A**Scope of Work**

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project will be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

GENERAL PLAN SHEETS**PLAN SHEET DATE**

GEN-1	SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2	GENERAL NOTES	1/8/2016
GEN-3	PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4	COMMON AREA ACCESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5	SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6	ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016

CIVIL PLAN SHEETS

C-01	TITLE SHEET	4/8/2016
C-02	DETAIL SHEET	4/8/2016
C-03	DETAIL SHEET	4/8/2016
C-04	DETAIL SHEET	4/8/2016
C-05	DEMOLITION PLAN	4/8/2016
C-06	PRECISE GRADING	4/8/2016
C-07	PRECISE GRADING	4/8/2016
C-08	UTILITY PLAN	4/8/2016
C-09	STORM DRAIN PLAN	4/8/2016
C-10	STORM DRAIN DETAILS	4/8/2016
C-11	STORM DRAIN DETAILS	4/8/2016
C-12	STORM DRAIN DETAILS	4/8/2016
C-13	STORM DRAIN DETAILS	4/8/2016

ARCHITECTURE PLAN SHEETS

A0-0.1	PROJECT DATA	1/8/2016
A0-1.0	CAMPUS PLAN	1/8/2016
A0-1.1	SITE PLAN	1/8/2016
A0-1.2	FIRE ACCESS PLAN	1/8/2016
A0-1.3	ENLARGED SITE PLANS	1/8/2016
A0-2.1	CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2	MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3	ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4	KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53-1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

		1/8/2016
A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016

STRUCTURAL PLAN SHEETS

		1/8/2016
S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

STRUCTURAL PLAN SHEETS, continued

SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016

PLUMBING PLAN SHEETS

P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014

FIRE SPRINKLER PLAN SHEETS

FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016

EXHIBIT A

Scope of Work

FIRE SPRINKLER PLAN SHEETS, continued

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

MECHANICAL PLAN SHEETS

M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014

EXHIBIT A

Scope of Work

MECHANICAL PLAN SHEETS, continued

M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

ELECTRICAL PLAN SHEETS

E-0.1	GENERAL NOTES AND ABBREVIATIONS	3/6/2015
E-0.2	ELECTRICAL SYMBOL LIST	3/6/2015
E-0.3	FIRE ALARM SYMBOL LIST	3/6/2015
E-0.4	CABLE SCHEDULE	3/6/2015
E-0.5	LIGHT FIXTURE SCHEDULE	3/6/2015
E-0.6	MECHANICAL SCHEDULE	3/6/2015
E-1.1	SITE UTILITY PLAN	3/6/2015
E-1.2	ELECTRICAL SITE PLAN	3/6/2015
E-1.3	SITE LIGHTING PLAN	3/6/2015
E-1.4	SITE LIGHTING CALC. PLAN	3/6/2015
E-1.6	SIGNAL SITE PLAN	3/6/2015
E1-2.1F	CLASSROOM FIRST FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.1L	CLASSROOM FIRST FLOOR LIGHTING PLAN	3/6/2015
E1-2.1LC	CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL	3/6/2015
E1-2.1LCE	CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.1P	CLASSROOM FIRST FLOOR POWER PLAN	3/6/2015
E1-2.1S	CLASSROOM FIRST FLOOR SIGNAL PLAN	3/6/2015
E1-2.2F	CLASSROOM SECOND FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.2L	CLASSROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E2-3.1	MULTI-PURPOSE ROOF POWER PLAN	3/6/2015
E2-4.1	MULTI-PURPOSE ENLARGED PLAN	3/6/2015
E2-5.1	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-5.2	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-6.1	MULTI-PURPOSE F. A. RISER DIAGRAM	3/6/2015
E2-6.2	MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E2-8.1	MULTI-PURPOSE TITLE 24	3/6/2015
E2-8.2	MULTI-PURPOSE TITLE 24	3/6/2015
E3-2.1F	ADMINISTRATION FIRE ALARM PLAN	3/6/2015
E3-2.1L	ADMINISTRATION LIGHTING PLAN	3/6/2015
E3-2.1LC	ADMINISTRATION LIGHTING CALC NORMAL	3/6/2015
E3-2.1LCE	ADMINISTRATION LIGHTING CALC EGRESS	3/6/2015
E3-2.1P	ADMINISTRATION POWER PLAN	3/6/2015
E3-2.1S	ADMINISTRATION SIGNAL PLAN	3/6/2015
E3-2.2P	ADMINISTRATION ROOF POWER PLAN	3/6/2015
E3-3.1	ADMINISTRATION BUILDING ENLARGED PLAN	3/6/2015
E3-5.1	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-5.2	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-6.1	ADMINISTRATION F. A. RISER DIAGRAM	3/6/2015
E3-6.2	ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E3-8.1	ADMINISTRATION TITLE 24	3/6/2015
E3-8.2	ADMINISTRATION TITLE 24	3/6/2015
E4-2.1F	KINDERGARTEN FIRE ALARM PLAN	3/6/2015
E4-2.1L	KINDERGARTEN LIGHTING PLAN	3/6/2015
E4-2.1LC	KINDERGARTEN LIGHTING CALC NORMAL	3/6/2015
E4-2.1LCE	KINDERGARTEN LIGHTING CALC EGRESS	3/6/2015
E4-2.1P	KINDERGARTEN POWER PLAN	3/6/2015
E4-2.1S	KINDERGARTEN SIGNAL PLAN	3/6/2015
E4-3.1	KINDERGARTEN ENLARGED PLAN	3/6/2015
E4-5.1	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-5.2	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-6.1	KINDERGARTEN F. A. RISER DIAGRAM	3/6/2015
E4-6.2	KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E4-8.1	KINDERGARTEN TITLE 24	3/6/2015
E4-8.2	KINDERGARTEN TITLE 24	3/6/2015
E-4.0	SINGLE LINE DIAGRAM	3/6/2015
E-6.0	ELECTRICAL BLOCK DIAGRAMS	3/6/2015
E-7.1	MOUNTING DETAILS	3/6/2015
E-7.2	MOUNTING DETAILS	3/6/2015
E-7.3	MOUNTING DETAILS	3/6/2015
E-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E-7.6	MISC. DETAIL	3/6/2015
E-7.7	MISC. DETAIL	3/6/2015
E-7.8	FIRE ALARM DETAILS	3/6/2015
E-7.9	FIRE ALARM DETAILS	3/6/2015
E-7.10	SIGNAL DETAILS	3/6/2015
E-8.1	OUTDOOR LIGHTING TITLE 24	3/6/2015

FOOD SERVICE PLAN SHEETS

FS-001	SYMBOLS, NOTES & INDEX	6/8/2016
FS-101	EQUIPMENT FLOOR PLAN	6/8/2016
FS-201	EQUIPMENT SCHEDULE	6/8/2016
FS-301	PLUMBING PLAN	6/8/2016
FS-401	ELECTRICAL PLAN	6/8/2016
FS-501	REFRIGERATION & CONDUIT PLAN	6/8/2016
FS-502	REFRIGERATION DETAILS	6/8/2016
FS-503	WALK-IN DETAILS	6/8/2016
FS-601	BUILDING WORKS & EXHAUST PLAN	6/8/2016
FS-602	HOOD DETAILS	6/8/2016
FS-603	HOOD DETAILS	6/8/2016
FS-604	VEGETABLE WASHING SYSTEM	6/8/2016
FS-701	EQUIPMENT ELEVATIONS	6/8/2016
FS-801	CONSTRUCTION DETAILS & SECTIONS	6/8/2016

THEATRICAL LIGHTING PLAN SHEETS

TL2.1.1	STAGE LIGHTING PLAN	4/8/2016
TL2.1.2	STAGE LIGHTING RCP	4/8/2016
TL6.0.1	STAGE LIGHTING SECTION	4/8/2016
TL8.1.1	STAGE LIGHTING DETAILS	4/8/2016
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

LANDSCAPE PLAN SHEETS

L101	IRRIGATION PLAN	6/20/2016
L102	IRRIGATION PLAN	6/20/2016
L103	IRRIGATION LEGEND & NOTES	6/20/2016
L201	PLANTING PLAN	6/20/2016
L202	PLANTING PLAN	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016

EXHIBIT A

Scope of Work

Prepared by SVA Architects

PROJECT SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

00 00 02	TABLE OF CONTENTS	8/1/2016
00 07 00	GENERAL CONDITIONS	8/1/2016
01 11 00	SUMMARY OF WORK	8/1/2016
01 20 00	PRICE AND PAYMENT PROCEDURES	8/1/2016
01 30 00	ADMINISTRATIVE REQUIREMENTS	8/1/2016
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8/1/2016
01 32 00	CONSTRUCTION SCHEDULE - NETWORK ANALYSIS	8/1/2016
01 33 00	SUBMITTAL PROCEDURES	8/1/2016
01 42 30	REFERENCE STANDARDS	8/1/2016
01 45 00	QUALITY CONTROL	8/1/2016
01 45 80	TESTING LABORATORY SERVICES	8/1/2016
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8/1/2016
01 60 00	PRODUCT REQUIREMENTS	8/1/2016
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	8/1/2016
01 63 00	PRODUCT SUBSTITUTION PROCEDURES	8/1/2016
01 73 00	EXECUTION REQUIREMENTS	8/1/2016
01 73 20	CUTTING AND PATCHING	8/1/2016
01 77 00	CLOSEOUT PROCEDURES	8/1/2016

DIVISION 2 - EXISTING CONDITIONS

02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016

DIVISION 3 - CONCRETE

03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN -PLACE CONCRETE	8/1/2016

DIVISION 4 - MASONRY

04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016
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DIVISION 5 - METAL WORK

05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016

DIVISION 6 - WOOD AND PLASTIC

06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 6 - WOOD AND PLASTIC, continued**

06 50 00	OPEN WEB TRUSS	8/1/2016
06 60 00	RED-I JOIST	8/1/2016
06 70 00	REDLAM LVL	8/1/2016

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 14 00	FLUID-APPLIED WATERPROOFING	8/1/2016
07 16 16	CRYSTALLINE WATERPROOFING	8/1/2016
07 21 00	THERMAL INSULATION	8/1/2016
07 25 00	WEATHER BARRIERS	8/1/2016
07 28 00	BUILDING ENVELOPE UNDERLAYMENT	8/1/2016
07 31 10	ASPHALT SHINGLES	8/1/2016
07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)	8/1/2016
07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	8/1/2016
07 72 00	ROOF ACCESSORIES	8/1/2016
07 81 00	APPLIED FIREPROOFING	8/1/2016
07 84 00	FIRE STOPPING	8/1/2016
07 90 05	JOINT SEALERS	8/1/2016

DIVISION 8 - DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	8/1/2016
08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
08 43 13	ALUMINUM-FRAMED STOREFRONTS	8/1/2016
08 5 113	ALUMINUM WINDOWS	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 1	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 2	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 3	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 4	8/1/2016
08 80 00	GLAZING	8/1/2016

DIVISION 9 - FINISHES

09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/1/2016
09 21 16	GYPSUM BOARD ASSEMBLIES	8/1/2016
09 22 16	NON-STRUCTURAL METAL FRAMING	8/1/2016
09 22 36	METAL LATH	8/1/2016
09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
09 51 00	ACOUSTICAL CEILINGS	8/1/2016
09 65 00	RESILIENT FLOORING	8/1/2016
09 65 66	RESILIENT ATHLETIC FLOORING	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 9 - FINISHES, continued

09 68 00	CARPET TILE	8/1/2016
09 77 33	FIBER REINFORCED PANELS	8/1/2016
09 84 00	ACOUSTIC ROOM COMPONENTS	8/1/2016
09 84 13	FIXED SOUND-ABSORPTIVE PANELS	8/1/2016
09 90 00	PAINTING AND COATING	8/1/2016
09 93 00	CONCRETE STAINING	8/1/2016

DIVISION 10 - SPECIALTIES

10 11 01	VISUAL DISPLAY BOARDS	8/1/2016
10 14 00	SIGNAGE	8/1/2016
10 21 13	PLASTIC TOILET COMPARTMENTS	8/1/2016
10 22 29	FULL HEIGHT GLAZED PARTITION SYSTEM	8/1/2016
10 28 00	TOILET ACCESSORIES	8/1/2016
10 44 00	FIRE PROTECTION SPECIALTIES	8/1/2016
10 51 00	LOCKERS	8/1/2016
10 71 13	FIXED SUN SCREENS	8/1/2016
10 75 00	FLAGPOLES	8/1/2016

DIVISION 11 - EQUIPMENT

11 40 00	FOOD SERVICE EQUIPMENT	8/1/2016
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DIVISION 12 - FURNISHING

12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016

DIVISION 13 - SPECIAL CONSTRUCTION

13 00 00	NOT USED -	N/A
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DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	8/1/2016
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DIVISION 21 - FIRE SUPPRESSION

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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DIVISION 22 - PLUMBING

22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 23 - MECHANICAL

23 05 00	COMMON WORK RESULTS FOR HVAC	8/1/2016
23 05 13	BASIC HVAC MATERIALS AND METHODS	8/1/2016
23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
23 07 00	HVAC INSULATION	8/1/2016
23 08 00	HVAC SYSTEMS COMMISSIONING	8/1/2016
23 08 13	ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING	8/1/2016
23 09 23	ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS	8/1/2016
23 30 00	AIR DISTRIBUTION	8/1/2016
23 33 19	DUCT SILENCERS	8/1/2016
23 38 13	KITCHEN VENTILATION SYSTEM	8/1/2016
23 80 00	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT	8/1/2016

DIVISION 26 - ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8/1/2016
26 05 13	BASIC ELECTRICAL MATERIALS AND METHODS	8/1/2016
26 05 19	LOW VOLTAGE WIRES	8/1/2016
26 05 26	GROUNDING BONDING	8/1/2016
26 05 33	RACEWAYS, BOXES, FITTINGS, AND SUPPORTS	8/1/2016
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
26 09 23	LIGHTING CONTROL SYSTEMS	8/1/2016
26 10 00	SERVICE ENTRANCE	8/1/2016
26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
26 24 13	SWITCHBOARDS	8/1/2016
26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
26 50 00	LIGHTING	8/1/2016
26 52 00	EMERGENCY POWER	8/1/2016
26 55 61	THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT	8/1/2016

DIVISION 27 - COMMUNICATIONS

27 05 36	CABLE TRAYS FOR COMMUNICATIONS	8/1/2016
27 51 16	PUBLIC ADDRESS/CLOCK SYSTEM	8/1/2016
27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 16 00	INTRUSION ALARM SYSTEM	8/1/2016
28 23 00	VIDEO SURVEILLANCE (CCTV) SYSTEM	8/1/2016
28 31 00	FIRE DETECTION ALARM	8/1/2016

EXHIBIT A

Scope of Work

Prepared by SVA Architects

PROJECT SPECIFICATIONS

DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	8/1/2016
32 12 16	ASPHALT PAVING	8/1/2016
32 13 13	CONCRETE PAVING	8/1/2016
32 16 13	CURBS AND GUTTERS	8/1/2016
32 17 13	PARKING CURBS	8/1/2016
32 17 23	PAVEMENT MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

APPENDICES

ACM SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Enviromental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL REPORT	Earth Systems Southern California	3/4/2014
MEPF CONTRACTOR QUALIFICATION PROCESS	Oxnard School District	
SWPPP REPORT	Rick Engineering Company	10/25/2016
SWPPP Plan	Rick Engineering Company	11/17/2016
Pre Bid RFI's - #1 - 52	SVA Architects, Inc.	11/15/2016



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OXNARD SCHOOL DISTRICT



ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

To: Marlene Hickle
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue #106
Oxnard, CA 93035

BID SUMMARY



BID SUMMARY

Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Building Summary

Elm Street Elementary School Reconstruction

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

Subtotal				\$ 18,681,807
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General Conditions				1,755,609
General Requirements				365,885
Contractors Bond		0.64%		148,101
CCIP		1.25%		287,739
Builders Risk		1.15%		268,303
Subcontractor Default Insurance		1.20%		224,182
General Contractor's Fee		4.00%		896,419

SUBTOTAL				\$ 22,628,045
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Contractors Contingency		3.00%		678,841
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TOTAL				\$ 23,306,886
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Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43



SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description		Recommended Subcontractor	Bids Received	Amount
01000	ALLOWANCES			\$ 960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$ 67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$ 58,648
03200	REINFORCING STEEL	Stantru	3	\$ 182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$ 1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$ 43,195
04200	MASONRY	Skidmore Masonry	2	\$ 79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$ 501,400
05700	ORNAMENTAL METALS			w/ Structural Steel
06100	ROUGH CARPENTRY	WS Klem	2	\$ 2,984,977
06200	MILLWORK / CABINETRY / COUNTERTOPS	ICI Millwork	4	\$ 65,042
07140	WATERPROOFING	Systems WP	4	\$ 95,436
07200	INSULATION	DJ Insulation	3	\$ 80,000
07540	ROOFING	Eberhard	4	\$ 344,200
07600	SHEET METAL	R&J SM	2	\$ 220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$ 236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$ 317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$ 1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$ 118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$ 190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$ 114,964
09900	PAINTING	Vanguard	8	\$ 329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$ 335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$ 525,000
10140	SIGNAGE	Kendall Sign	6	\$ 60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$ 48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$ 349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$ 24,950
14200	ELEVATORS	Otis	1	\$ 143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$ 283,790
22000	PLUMBING	Precision Plumbing	5	\$ 728,974
23000	HVAC	Sheldon Mech.	5	\$ 1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$ 2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$ 936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$ 239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$ 671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$ 270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$ 363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$ 519,039

SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description	Recommended Subcontractor	Bids Received	Amount
Subcontracted Direct Costs			
		140	\$ 18,681,807
General Conditions			\$ 1,755,609
General Requirements			\$ 365,885
General Contractor Bond		0.64%	\$ 148,101
CCIP		1.25%	\$ 287,739
Builders Risk		1.15%	\$ 268,303
Subcontractor Default Insurance		1.20%	\$ 224,182
General Contractor's Fee		4.00%	\$ 896,419
Contractor Contingency		3.00%	\$ 678,841
Total Contract Amount			\$ 23,306,886

ALLOWANCES

ALLOWANCES

QUALIFICATIONS

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
Base Bid	42,000	39,504	65,100	44,975	76,000	Incomplete
Spec #: 017300	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Set-up	Included	Included	Included	Included	Included	
Travel Costs	5,000	5,000	5,000	5,000	5,000	
Horizontal Control	Included	Included	Included	Included	Included	
Survey Boundary Map	5,800	5,920	5,800	5,800	5,800	
Excavation	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
Buildings	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
Site	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
Recommendation:		Amount				
Hunsaker & Assoc.		58,648				

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	10 Days	30 Days	30 Days	30 Days	60 Days	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Abatement						
Potential Inaccessible Asbestos Materials	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Asbestos as Surveyed	N/A	N/A	N/A	N/A	N/A	N/A
Abatement for Grading	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Demo - Standard Industries	297,500	331,603	322,000	331,603	331,603	331,603
Phase 1	Included	Included	Included	Included	Included	Included
Offsite per Page 4 of 4	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) PCC Curb and Gutter	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) Sidewalks	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) 2' AC Paving in Street Along Elm, Montrose and Fir - 9/C02	Included	Included	Included	Included	Included	Included
Sawcut AC in Street for New Utilities - C08	4,608	4,608	4,608	4,608	4,608	4,608
Sawcut and Remove (E) Curb Ramps for New ADA Ramps with Truncated Domes	Included	Included	Included	Included	Included	Included
Onsite Clearing / Demolition - C05	Included	Included	Included	Included	Included	Included
Underground Utility Location	2,400	2,400	2,400	2,400	2,400	2,400
Remove Existing Trees	Included	Included	Included	Included	Included	Included
Sawcut & Remove AC Paving Parking Lot	Included	Included	Included	Included	Included	Included
Remove Fencing and Gates	Included	Included	Included	Included	Included	Included
Remove (E) Utilities, SD & Irrigation	Included	Included	Included	Included	Included	Included
(E) Drywell per RFI 35	Included	Included	Included	Included	Included	Included
Remove Trash Enclosure	Included	Included	Included	Included	Included	Included
Phase 2	Included	Included	Included	Included	Included	Included
Remove All Existing Facilities - Portables & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Date Printed	12/6/2016
					Sharma Gen. Eng.	Toro Ent.
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Grading	579,100	536,995	533,500	720,118	748,340	589,068
Water Meter and Construction Watering for Own Scope	21,000	21,000	21,000	21,000	21,000	21,000
Move-Ins	Included	Included	Included	Included	Included	Included
April '17 Movie-In for MPR Bldg Due to Portables	Included	Included	Included	Included	Included	Included
Mass Excavation and Fine Grade Subgrade	Included	Included	Included	Included	Included	Included
Temp Soil Stabilization	7,500	7,500	7,500	7,500	7,500	7,500
Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39	Included	Included	Included	Included	Included	Included
Extend 5' from Perimeter Edges - RFI 7	Included	Included	Included	Included	Included	Included
Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7	Included	Included	Included	Included	Included	Included
1' Crushed Rock	Included	Included	Included	Included	Included	Included
Over-Ex at Elevator Pit, 1.5' Below Bottom and 3' Lateral per RFI 40	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Site Conditions	Included	Included	Included	Included	Included	Included
Sub-Grade Compaction of 95%	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Play Field (Phase 2)	Included	Included	Included	Included	Included	Included
Import per Geotech +/- 8,000 CY	Included	Included	Included	Included	Included	Included
Export Spoils Stockpiled by Others	\$19 / CY	\$20.30 / CY	\$29 / CY	\$25.57 / CY	\$26.10 / CY	\$28.80 / CY
Concrete Spoils	18,810	20,097	28,710	25,314	25,839	28,512
Site Utilities	9,500	10,150	14,500	12,785	13,050	14,400
Plumbing, Electrical	1,900	2,030	2,900	2,557	2,610	2,880
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
TOTALS	942,318	936,383	937,118	1,127,885	1,156,950	1,001,971
Recommendation:	Amount					
Damar Const.	936,383					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
Base Bid	384,000	221,230	205,557		
Spec #: 321126, 321216, 321723	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days					
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
AC Paving	Included	Included	Included		
Phase 1	Included	Included	Included		
Road Work at Elm, Montrose & Fir	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 8" Sub Base	Included	Included	10,981		
4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
Phase 1A	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
Phase 2	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
Striping	ABC Resources	Included	ABC Resources		
Parking Lot - 4/C02	14,368	9,800	14,368		
Concrete Wheel Stops - 7/Gen2	Included	Included	Included		
Stripe Crosshatch Areas	Included	Included	Included		
Standard Parking Spaces	Included	Included	Included		
Fire Lane Curbs Red - F12/A01.2	Included	Included	Included		
Handicap Parking Spaces	Included	Included	Included		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		



Bid Evaluation Report

Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.		Date Printed	12/6/2016
Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included			
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
TOTALS	401,532	239,302	260,553	0	0	0
Recommendation:	Amount					
Onyx Paving	239,302					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
					Lopez Eng.	A&S Cement
Base Bid	See Below	625,000	479,000	Incomplete		
Spec #: 321213, 321613, 321713	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
On Site	Included	Included	Included			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg with Truncated Domes- 6/C02	2,040	Included	Included			
Curb & Gutters	21,890	Included	Included			
Parking Lot per C06	Included	Included	Included			
6" Curb and Gutter - 111/C03	Included	Included	Included			
6" PCC Curb - 111/C03	Included	Included	Included			
0" Curb - 12/C02	Included	Included	Included			
Curb Ends - 7/C02	Included	Included	Included			
Concrete Mow Curbs at Site Fencing and Site Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301	2,256	2,256	2,256			
Concrete Stairs at Stair 3 Per 1/A1-45.3	17,680	18,000	Included			
Fire Hydrant Bollards/Footings - 301/C04 (12)	Included	Included	Included			
3' Deep Footings	3,600	3,600	3,600			
Footings for Site Fencing and Gates - 3&4/A63.5	Included	Included	Included			
Kindergarten Bldg per RFI 41	Included	Included	Included			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
Throughout Site per A0-1.1	Included	Included	Included			
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250		Included			
Marquee Sign Footing & Cap per 18/S303	4,320	Included	Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 9&10/S303 - (3'-6" x 1'-4")	17,380	Included	17,380			
9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
Base for all Paving	41,045	Included	Included			
Reinforcing Steel for All Work	37,762	Included	39,300			
Control and Expansion Joints / Sealants	20,070	20,070	20,070			
Washout Bins	2,500	2,500	2,500			
Off Site	Included	Included	Included			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and Ramp per 10/Gen 5 & C06 (2)	Included	Included	Included			
Join and Match (E) Curb, Gutter, Sidewalk	10,724	Included	Included			
Driveway Entrances per 115/C03 (3)	6,732	Included	Included			
4' Ribbon Gutter in Street Drop Off - 117/C03	10,800	Included	Included			
8" PCC Turnouts per Pg 4of4 & 200/Pg 2	39,101	Included	38,000			
Site Pavers (MFR TBD)	45,177	45,177	45,177			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
TOTALS	671,962	775,311	711,847	0	0	0
Recommendation:	Amount					
Lopez Eng.	671,962					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Pilgrim Fence					
Base Bid	270,872					
Spec #: N/A	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Chain Link Fencing	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
Steel Fence and Gates - (A0-1.1, No Spec)	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
Fencing Throughout Site per 9/A63.5	Included					
Single Gates Throughout Site - 1/A63.5 (1)	Included					
Double Gates Throughout Site - 8/A63.5 (9)	Included					
Panic Hardware at All Gates	Included					
TOTALS	270,872	0	0	0	0	0
Recommendation:	Amount					
Pilgrim Fence	270,872					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Planting	146,171	117,918	113,905	186,000	105,213	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root Barriers	Included	Included	Included	Included	Included	
Backfill Mix for Use of Planting	Included	Included	Included	Included	Included	
Planting Details per L302	Included	Included	Included	Included	Included	
Irrigation	169,413	149,757	143,545	178,000	189,247	
Irrigation Legend per L103	Included	Included	Included	Included	Included	
All Piping - Sch 40 PVC or Class 315 / Class 200 PVC	Included	Included	Included	Included	Included	
Irrigation POC on Fir Ave per L102 - RFI 12	Included	Included	Included	Included	Included	
Auto Controllers, Backflow Device, Master Valve and Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Dripline Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
Misc						
Gravel Floor Covering at Elec Enclosure - 1/A0-1.3	3,426	3,426	3,426	3,426	3,426	
Gravel Pads at Curb Cuts in Parking Lot - 14/C02	2,939	3,000	3,000	3,000	3,000	
2x2 Gravel 1-1.5" Dia x 4" Deep (4)	In Above	In Above	In Above	In Above	In Above	
DG - 2.5 Tons	Included	5,471	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & Geotextile Fabric	Included	In Above	In Above	In Above	In Above	
90 Day Maintenance	17,790	18,000	15,600	16,000	15,900	
(1) Year Warranty	Included	Included	Included	Included	Included	
Spoils Removal	2,275	3,000	3,000	3,000	3,000	
Move-Ins (2)	Included	Included	10,000	Included	Included	
TOTALS	428,292	363,185	369,596	466,546	396,906	0
Recommendation:	Amount					
Advanced Land. 2000	363,185					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.	Date Printed	12/6/2016
Base Bid	154,165	201,542	148,400	No Bid		
Spec #: 032000	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Rebar	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab on Grade	Included	Included	Included			
Site Concrete Reinforcing	In Site Conc	In Site Conc	In Site Conc			
Site CMU Wall Reinforcing	In CMU	In CMU	In CMU			
Hoisting as Required	7,500	7,500	7,500			
Allowance - 5 Tons/2% per 7/S303	12,000	11,347	14,900			
Misc Site Work	11,750	11,750	11,750			
Conc Pads for HVAC Equip - 16/S301	In Above	In Above	In Above			
Conc Pad for Elec Equip at Elec Yard - 16/S301	In Above	In Above	In Above			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
TOTALS	185,415	232,139	182,550	0	0	0
Recommendation:	Amount					
Stantru	182,550					

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Description	Subcontractors				
	Santa Clarita Concrete	JT Wimsatt			
Base Bid	988,000	955,000			
Spec #: 031000, 033000-AD1	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mil. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			
Column Footings (F-2 & F-3) - 10/S302	Included	Included			
5" SOG - 3&4/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Elevator Pit per S-111	Included	Included			
1-6" W x 1'-6" D Continuous Footing Between Ext. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	Included	18,000			
Balco Stair Strips AB-2 per 6/A1-45.3	3,250	3,250			
Bldg 2-4	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt			Date Printed	12/6/2016
5" SOG - 384/S301	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included				
4" Conc Curb at Locker Alcove at MPR Bldg per 6/A64.4	450	450				
Dewatering as Required	See Allowances	See Allowances				
Setting Anchor Bolt Templates	Included	Included				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Wash Out Bins	Included	Included				
TOTALS	1,051,700	1,032,700	0	0	0	0
Recommendation:	Amount					
JT Wimsatt	1,032,700					

Bid Evaluation Report



Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Loyd Tonsing Masonry	Skidmore Masonry				
Base Bid	35,910	39,697				
Spec #: 042000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	45 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Site Masonry						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A01.3 & 9&10/S303	Included	Included				
Grouting as Required	Included	Included				
Furnish & Install Rebar for All CMU Site Walls	3,500	Included				
Scaffolding as Required	Included	Included				
Washout Bins	850	Included				
Mock-Up	2,500	2,500				
Precast Column Covers - 4/A64.4	36,847	36,847				
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
TOTALS	79,607	79,044	0	0	0	0
Recommendation:	Amount					
Skidmore Masonry	79,044					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Ironman, Inc	Golden State Steel			
Base Bid	481,000	475,480			
Spec #: 051200, 055000, 055100, 055213	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	14 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Steel	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 5x5 & 6x6	Included	Included			
HSS Beams at Elevator - 4/S501	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included			
Pipe Columns at Roof Hip Beams - 19/S602	Included	Included			
"W" Steel Beams at Elevator - S113 & 2/S501	Included	Included			
Bldg 2 - MPR	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 3 - Admin	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (4)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 4 - Kindergarten	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (10)	Included	Included			
Pipe Column at Roof Hip Beams - 19/S602 (1)	Included	Included			
Safety Cable Railing as Required	6,500	6,500			
FOB Anchor Bolts/ Templates for Own Work	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included			
Hoisting for All Work	Included	Included			
Steel Stairs	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included				
Stair 1 - A1-45.4	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Steel Stairs (Pan Filled Concrete)	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included				
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500				
Stair Railings and Guardrails	Included	Included				
Railings & Guardrails	Included	Included				
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included				
Stair Railings and Guardrails	Included	Included				
1-1/2" Handrail Both Sides - A63.2	Included	Included				
Guardrail at Midlandings - A63.2	Included	Included				
Guardrail at Top of Stairs - A63.2	Included	Included				
Stair 1 - A1-45.1	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Guardrails at 2nd Floor Walkways - A1-11.2	Included	Included				
Elevations - 12/A63.2	Included	Included				
Bldg 2 - MPR	Included	Included				
Roof Guardrail -16/A63.1	Included	Included				
1" & 1-1/2" Dia Galv. Tube Steel	Included	Included				
Site	Included	Included				
Steel Bollards at Fire Hydrants - 301/C04	4,800	4,800				
Metal Gates are Site Elec Yard - 4/A0-1.3	Included	Included				
6'-8"Wx8'H Gate (1)	Included	Included				
10'Wx8'H Gate (1)	Included	Included				
HSS Posts, 22 GA Corrugated Panels, Hinges, Cane Bolts and Embed Plates	Included	Included				
Misc. Metal	Included	Included				
L2x2 Bracket for Countertops in Bldg 3 Admin	Included	Included				
Rms 3-121 & 3-122 - 8/A64.3	Included	Included				
Ridge Connection Plates per 12/S612	Included	4,200				
Drinking Fountain Cane Rails per 11/Gen-5 (2)	900	Included				
Drinking Fountain Cane Rails per 6/Gen-4 (1)	450	Included				
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	4,500	4,500				
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included				

Bid Evaluation Report



Structural Steel		Elm Street Elementary School Reconstruction			Job Number	Elm
		Subcontractors			Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Elevator Sill Angle & Threshold	Included	1,200				
Roof Access Ladders - 2/A64.4	Included	Included				
Bldg 1 - Classroom (1)	Included	Included				
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
Fixed Sun Screens	Included	Included				
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included				
Bldg 1 - Classroom (8)	Included	Included				
Bldg 2 - MPR (6)	Included	Included				
Bldg 3 - Admin (2)	Included	Included				
Bldg 4 - Kindergarten (2)	Included	Included				
TOTALS	501,400	504,880	0	0	0	0
Recommendation:	Amount					
Ironman, Inc	501,400					

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Base Bid	2,903,000	2,895,000	Incomplete		
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included			
Spec #: 067000, 097733, 107113.43	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Rough Framing	Included	Included			
Wall Schedule per A61.1	Included	Included			
Plywood Sheathing as Shown on Wall Types	Included	Included			
MFR - Standard Structures	Included	Included			
GIU-Laminated Beams & Struc Eng. Beams	Included	Included			
MFR - RedBuilt Drawings 1-5	Included	Included			
Open Web Trusses, I-Joists, LVL	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	61,173	62,000			
Hold Down Schedule (A-H4)	Included	Included			
Shear Wall Panels per 2/S621	Included	Included			
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included			
Plywood Backboards - Electrical / Low Voltage	1,250	1,250			
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included			
Safety Railing as Required at Bldg 1 2nd Floor	3,200	3,200			
Bldg 1 - Classroom	Included	Included			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - S701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tetcum Panel Ceiling at Presentation/Serving Area Rm 105	In ACT	In ACT			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Admin	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Kiem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included			
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included			
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650			
Fixed Sun Screens	Included	Included			
Fire Treated Lumber	Included	Included			
Window Shades per 20/S602 & A64.5 & A64.6	Included	Included			
4x4 & 4x6 Beams	Included	Included			
3x3 @ 8" OC	Included	Included			
4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kicker	Included	Included			
4x6 & 4x10 Blocking per 3/S601	Included	Included			
Entrance Canopies per 17/S602 & A64.5 & A64.6	Included	Included			
4x10 & 6x10 Beams	Included	Included			
3x3 @ 8" OC	Included	Included			
Simpson Hardware	Included	Included			
4x Blocking	Included	Included			
Bldg 1 - Classroom	Included	Included			
Window Shades (8)	Included	Included			
Bldg 2 - MPR	Included	Included			
Window Shades (6)	Included	Included			
Entrance Canopies (1)	Included	Included			
Bldg 3 - Admin	Included	Included			
Window Shades (2)	Included	Included			
Entrance Canopies (2)	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Window Shades (2)	Included	Included			
FRP Panels - Miller Paneling	10,400	10,400			
MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo	Included	Included			
Janitors Closets (Not Shown)	Included	Included			
Bldg 1 - Janitors Closets - 104, 112, 204	Included	Included			
Bldg 4 - Janitors Closet - 114	Included	Included			
TOTALS	2,984,977	2,997,004	0	0	0
Recommendation:	Amount				
WS Kiem	2,984,977				

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stolo Cab.	Fremont Millwork	Dennis Reeves	ICI Millwork		
Base Bid	67,190	68,530	62,974	62,042		
Spec #: 062000, 064100, 123600	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	45 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Millwork						
Lower Cabinets with Hardware	Included	Included	Included	Included		
Plastic Laminate Finish	Included	Included	Included	Included		
Plastic Laminate Countertops	Included	Included	Included	Included		
Details per A64.3	Included	Included	Included	Included		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 101,2,6,7,8,9,18,19,20,21	Included	Included	Included	Included		
Rms - 201,2,6,7,8,9,11,13,14,15,16	Included	Included	Included	Included		
Bldg 3 - Admin per A3-11.1	Included	Included	Included	Included		
Countertops per 8/A64.3	Included	Included	Included	Included		
Rms - 3-121 & 3-122	Included	Included	Included	Included		
Rm - 3-125 - 1/A3-41.1	Included	Included	Included	Included		
Rm - 3-108 - 1/A3-41.2	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rm - 3-113 - 2/A3-51.1	Included	Included	Included	Included		
Rm - 3-111 - 1/A3-51.1	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-51.1	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1	Included	Included	Included	Included		
Install Countertop Supports	3,000	3,000	3,000	3,000		
TOTALS	70,190	71,530	65,974	65,042	0	0
Recommendation:	Amount					
ICI Millwork	65,042					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Base Bid	33,200	43,500	63,115	45,630		
Spec #: 071400, 071616, 079005	Included	Included	Included	Included		
Spec #: 099723	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Waterproofing	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 1 Classroom - 3/A63.4	Included	Included	Included	Included		
Under Topping Slabs at Exterior Decks	Included	Included	Included	Included		
Crystalline	Included	Included	Included	Included		
MFR - Euclid, Gemite, Koster or Vandez	Included	Included	Included	Included		
Inside of Elevator Pit	Included	Included	Included	Included		
Misc	Included	Included	Included	Included		
2" Thick WP at Flag Pole per 8/A64.4	2,000	2,000	2,000	2,000		
Caulking & Sealants	Included	Included	Included	Included		
Per Schedule in Specs 3.3	Included	Included	Included	Included		
Windows, Doors, Walls, As Shown	34,642	34,642	34,642	34,642		
Sealed Concrete per RFI 10	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 1- Classroom	In Above	In Above	In Above	In Above		
Rms - 104, 110A, 112, 116, 122, 204, 212, 217	In Above	In Above	In Above	In Above		
Bldg 2 - MPR	In Above	In Above	In Above	In Above		
Rms - 109 & 110	In Above	In Above	In Above	In Above		
Bldg 3 - Admin	In Above	In Above	In Above	In Above		
Rms - 116, 119, 123	In Above	In Above	In Above	In Above		

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Bldg 4 - Kindergarten	In Above	In Above	In Above	In Above		
Rms - 114, 115, 116	In Above	In Above	In Above	In Above		
TOTALS	95,436	105,736	125,351	107,866	0	0
Recommendation:	Amount					
Systems WP	95,436					

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products		Date Printed	12/6/2016
Base Bid	151,100	147,000			
Spec #: 076200, 077123, 077200	Included	Included			
Spec #: 034900	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Sheet Metal	Included	Included			
All General Sheet Metal: Roof, Decking, Walls	Included	Included			
Flashings	Included	Included			
Trim	Included	Included			
Flexible Flashing and Underlayment	Included	Included			
Flashing at Mechanical Pads	Included	Included			
SS Sill Pan at Ext. Storefront Base - 19/A62.3	Included	Included			
Bldg 1 - Classroom	Included	Included			
Balcony Flashing at 2nd Floor - 3/A63.4	Included	Included			
Bldg 2 - MPR	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
Bldg 3 - Admin	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
GSM Flashing at Wall Popout - 13/A64.2	Included	Included			
Door & Window Sill/Head Flashings	42,582	50,000			
Gutters & Downspouts - 12&13/A64.4 - RFI 26	Included	Included			
Galvanized, Rectangular Shaped - Painted	Included	Included			
Bldg 1 - Classroom	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Splash Blocks at Downspouts per Elevations	Included	Included			
Roof Hatch - 9/A63.1	Included	Included			
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included			
Prefab Curb by MFR	Included	Included			
Bldg 1 - Classroom - (1)	Included	Included			



Bid Evaluation Report

Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products			Date Printed	12/6/2016
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
GFRC Panels - RFI 50						
Bldg 2 - MPR - A2-11.2	12,697	12,697				
GFRC Panels at Parapet Overhang - 11/A64.2	In Above	In Above				
Bldg 3 - Admin	14,127	14,127				
GFRC Panels at Parapet Top - 11/A64.2	In Above	In Above				
TOTALS	220,506	223,824	0	0	0	0
Recommendation:	Amount					
R&J SM	220,506					

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Date Printed	12/6/2016
					Ferguson & Melvin	
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	90 Days	30 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Asphalt Shingles	Included	Included	Included	Included		
MFR - GAF, Owens-Corning, CertainTeed	Included	Included	Included	Included		
Underlayment per 072800	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.3	Included	Included	Included	Included		
Bldg 4 - Kindergarten - A4-11.2	Included	Included	Included	Included		
TPO Roofing	Included	Included	Included	Included		
MFR - Firestone or Equal per RFI 1	Included	Included	Included	Included		
Single Ply Roofing System	Included	Included	Included	Included		
Fully Adhered	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included		
R30 Rigid Insulation - RFI 22	Included	Included	Included	Included		
5/8" Coverboard at Roof per RFI 21	Included	Included	Included	Included		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included		
Parapet Walls	Included	Included	Included	Included		
Bldg 2 - MPR - A2-11.2	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.2	Included	Included	Included	Included		
TOTALS	344,200	422,350	472,000	352,124	0	0
Recommendation:	Amount					
Eberhard	344,200					

Bid Evaluation Report



Doors, Frames & Hardware	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Design Hardware	Star Hardware	Construction Hardware	Date Printed	12/6/2016
Base Bid	277,648	225,035	222,820		
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
Hollow Metal Doors and Frames	Included	Included	Included		
MFR per Specs	Included	Included	Included		
Frame Details - A62.1	Included	Included	Included		
Site					
Site 3'-4"x8' HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250		
Bldg 1 - Classroom - A1-52.1	Included	Included	Included		
Bldg 2 - MPR - A2-52.1	Included	Included	Included		
Bldg 3 - Admin - A3-52.1	Included	Included	Included		
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included		
Install HM Doors	Included	Included	Included		
Install HM Frames	In Drywall	In Drywall	In Drywall		
Install Wood Doors	Included	Included	Included		
Door Hardware	Included	Included	Included		
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included		
Door Thresholds	Included	Included	Included		
Misc. Door Hardware	Included	Included	Included		
Storefront Doors	13,000	11,550	12,760		
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing		
TOTALS	291,898	237,835	236,830	0	0
Recommendation:	Amount				
Construction Hardware	236,830				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Barbara Glass	Coast to Coast		Date Printed	12/6/2016
	Base Bid	259,650	No Bid		
Spec #: 084313, 085113, 088000, 102229	Included				
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included				
Acknowledgment of Addendum 1	Included				
Bid Good for 60 Days	Included				
Prevailing Wage	Included				
Prequalification per Bid Invite	N/A				
Attachment C Acknowledgement	N/A				
Aluminum-Framed Storefronts	Included				
MFR - Coral, CR Laurence, EFCO or Kawneer	Included				
SS Sill Pan at Ext. Storefront Base - 19/A62.3	In Sheet Metal				
Bldg 2- MPR	Included				
Alum Storefront Entrance Doors 101 per 1/A2-52.2 per RFI 51	Included				
Bldg 3 - Admin	Included				
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included				
Makers Space Room 120 - 3/A3-52.2	Included				
Health Office Room 113 - 2/A3-52.2	Included				
Entrances 101 & 126 - 4/A3-52.2	Included				
Storefront Hardware	33,125				
Aluminum Windows	Included				
BOD - Arcadia or EFCO, Wausau, YKK	Included				
Arcadia Series T200 - Factory Finish	Included				
1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI 23	Included				
Bldg 1 - Classroom - A1-52.2	Included				
Type 1 - 6x6 (46)	Included				
Type 2 - 4x6 (4)	Included				
Type 3 - 6x2 (42)	Included				
Bldg 2 - MPR - A2-52.1	Included				
Type 1 - 8x2 (2)	Included				
Type 2 - 6x2 (4)	Included				
Type 3 - 8x4 (2)	Included				
Type 4 - 10x4 (5)	Included				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
Glazing	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
Full Height Glazed Partition System	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
TOTALS	317,025	0	0	0	0	0
Recommendation:	Amount					
Santa Barbara Glass	317,025					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Date Printed	12/6/2016
					Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaproshield	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
All Required Caulking and Sealants at Penetrations	Included	Included	Included	Included	Included	Included
Scaffolding for Own Work	90 Days	90 Days	Included	Included	Included	Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	Included	Included	Included	Included	Included	Included
Drywall per Wall Schedule - A61.1 & A61.2	Included	Included	Included	Included	Included	Included
Drywall Ceilings per A60.2 & A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 - No Notes for Gyp on Roof Joists	Included	Included	Included	Included	Included	Included
Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-32.1 & A4-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
5/8" Drywall Vertical Surfaces	Included	Included	Included	Included	Included	Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included	Included	Included
Level 1-4 Finish at Locations per Specifications Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls per A61.1	Included	Included	Included	Included	Included	Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included	Included	Included
Installation of HM Door Frames Supplied by Others	25,250	25,250	25,250	25,250	25,250	25,250
Supply and Install of Access Panels 12x12	4,500	4,500	4,500	4,500	4,500	4,500
Installation of FEC Supplied by Others	3,000	3,000	3,000	3,000	3,000	3,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,801	10,802	10,803
TOTALS	2,317,950	1,559,031	1,848,940	1,674,898	1,516,532	1,689,941
Recommendation:	Amount					
Pacific Int. / Perlite Plaster	1,516,532					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stoneware Tile	J. Colavin & Son	Stonerock Tile			
Base Bid	118,809	145,690	171,350			
Spec #: 093000, 090561	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	60 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
MFR - Dal-Tile, Groups 2 & 3	Included	Included	Included			
DalTile Keysontes 2"x2" Mosaic - Floors	Included	Included	Included			
DalTile Ceramic 4-1/4"x4-1/4" - Walls in Checkerboard Pattern - RFI 25	Included	Included	Included			
Tile on Cement Backer Board	In Drywall	In Drywall	In Drywall			
Cold Applied Waterproofing Membrane	Included	Included	Included			
Men's & Women's Restrooms	Included	Included	Included			
Faculty Restrooms	Included	Included	Included			
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included			
Rms - 103, 105, 110, 111, 113, 203, 205	Included	Included	Included			
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included			
Rm - 114	In Above	Included	Included			
Quarry Tile in Rms 106, 107, 108, 111, 112, 113, 114	In Above	Included	Included			
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included			
Rms - 115, 117, 118	Included	Included	Included			
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included			
Rms - 107, 108, 112, 113	Included	Included	Included			
Sink Vestibule 106 & 111	Included	Included	Included			
TOTALS	118,809	145,690	171,350	0	0	0
Recommendation:	Amount					
Stoneware Tile	118,809					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elljay Acoustics	Date Printed	12/6/2016
					Cali-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,900	16,058	17,000	10,000	17,000
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
ACT Details per A64.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
Fixed Sound-Absorptive Panels	Included	Included	Included	Included	Included	Included
ACP-1 MPR/Gym	Included	Included	Included	Included	Included	Included
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included	Included	Included
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 -MPR	Included	Included	Included	Included	Included	Included
2" Tectum Ceiling Panels	Included	Included	Included	Included	Included	Included
Presentation Area - 8/A64.2	Included	Included	Included	Included	Included	Included
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736	2,736	2,736
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included	Included	Included
Acoustic Room Components	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



Acoustical Ceilings		Elm Street Elementary School Reconstruction				Job Number	Elm	
		Subcontractors				Bid Date	12/7/2016	
						Date Printed	12/6/2016	
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljjay Acoustics	Cali-USA Acoustics	Prime Acoustics		
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A		
TOTALS	194,496	232,636	215,362	301,736	190,736	240,736		
Recommendation:	Amount							
Cali-USA Acoustics	190,736							

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo		
Base Bid	200,370	201,500	248,200	366,593		
Spec #: 095100, 098400, 098413	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	60 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included	Included	Included		
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included		
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included		
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,000	17,000	17,000		
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A		
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A		
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A		
ACT Details per A64.1 & 2	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included		
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included		
Fixed Sound-Absorptive Panels	Included	Included	Included	Included		
ACP-1 MPR/Gym	Included	Included	Included	Included		
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included		
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included		
Acoustic Room Components	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo	Date Printed	12/6/2016
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
TOTALS	220,106	221,236	267,936	386,329	0	0
Recommendation:	Amount					
Cali-USA Acoustics	190,736					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721	108,814	
Spec #: 096500, 096566, 096800, 090561	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	60 Days	Included	60 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Flooring						
Minor Floor Prep	Included	Included	Included	Included	Included	
Testing for PH and Moisture	Included	Included	Included	6,500	Included	
Remediation if Applicable	\$3.70 / SF	\$5.25 / SF	\$5.00 / SF	\$5.00 / SF	\$5.00 / SF	
Resilient Flooring						
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom						
All Classrooms	Included	Included	Included	Included	Included	
VCT in Elevator Cab per 7/Gen-6	650	650	650	650	650	
Bldg 2 - MPR						
Rms - 102, 103, 104, 115	Included	Included	Included	Included	Included	
Bldg 3 - Admin						
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included	Included	
Bldg 4 - Kindergarten						
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
Carpet Tile						
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 29701 Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin						
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
Resilient Athletic Flooring						
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick	Included	Included	Included	Included	Included	

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Color A & B - A63.3	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
Rm - 101 & 105	Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3	5,500	5,500	5,500	5,500	5,500	
Volleyball Court	In Above	In Above	In Above	In Above	In Above	
Basketball Court	In Above	In Above	In Above	In Above	In Above	
TOTALS	121,150	197,768	158,895	115,371	114,964	0
Recommendation:	Amount					
Reliable Flooring	114,964					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RF1 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
Intumescent Fireproofing	110,000	93,125	110,000	110,000	110,000	110,000
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	Included	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	Included	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4	In Above	5,000	In Above	In Above	In Above	In Above

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
Base Bid	368,123	343,000	Incomplete		
Spec #: 099000	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalification per Bid Invite	N/A	N/A			
Painting and Coating					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
Bldg 3 Finish Sch - A3-53.1	Included	Included			
Bldg 4 Finish Sch - A4-53.1	Included	Included			
(2) Top Coats and (1) Coat Primer	Included	Included			
Exterior Plaster All Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
Intumescent Fireproofing	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
Bldg 1 - (22)	In Above	In Above			
Bldg 2 - (5)	In Above	In Above			
Bldg 3 - (4)	In Above	In Above			
Bldg 4 - (10)	In Above	In Above			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting		Date Printed	12/6/2016
TOTALS	478,123	453,000	0	0	0	0
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Visual Display Boards						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(4) per Classroom & (3) in RSP Rm = (87) Total	53,650	Included	Included			
Markerboards 4x8 (164)	58,000	Included	Included			
Markerboards 4x5.5 (8)	Included	Included	Included			
Tackboards 4x8 (40)	Included	Included	Included			
Tackboards 4x6 (20)	Included	Included	Included			
Tackboards 4x5.5 (4)	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(3) per Classroom = (12) Total	17,400	Included	Included			
Markerboards 4x8 (12)	Included	Included	Included			
Markerboards 4x6 (4)	Included	Included	Included			
Tackboards 4x8 (10)	Included	Included	Included			
Tackboards 4x6 (6)	Included	Included	Included			
TOTALS	527,857	525,000	527,666	0	0	0
Recommendation:	Amount					
Claridge	525,000					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	CA Signs - San Diego	John Pence Bldg Spec.
Base Bid	21,174	38,617	13,128	62,975	16,205	21,860
Spec #: 101400	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Signage						
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included	Included	Included
Sign Schedule per Gen-3 Sheet & Specs	Included	Included	Included	Included	Included	Included
Room Signs	Included	Included	Included	Included	Included	Included
Exit Signs	Included	Included	Included	Included	Included	Included
Stair Signs at Classroom Bldg	Included	Included	Included	Included	Included	Included
Restroom Signs	Included	Included	Included	Included	Included	Included
Assistive Listening Signage	Included	Included	Included	Included	Included	Included
Occupancy Signs	Included	Included	Included	Included	Included	Included
ADA Signage	Included	Included	Included	Included	Included	Included
Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
Site Signage	Included	Included	Included	Included	Included	Included
Marquee Sign - 15/A64.4	12,330	12,330	12,330	Included	12,330	12,330
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
Electronic Sign	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 17/A64.4	17,627	17,627	17,627	Included	17,627	17,627
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
TOTALS	68,831	79,774	60,785	69,475	63,862	69,517
Recommendation:	Amount					
Kendall Sign	60,785					

Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Inland Empire Arch	SDI	Russco	John Pence Bldg Spec.		
Base Bid	43,157	48,061	51,001	54,200		
Spec #: 102113.19, 102800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments & Accessories						
MFR - Ampco, Metpar, PSI, Scranton or Bradley	Included	Included	Included	Included		
Urinal & Vestibule Screens	Included	Included	Included	Included		
Solid Plastic Compartments	Included	Included	Included	Included		
Accessories, Hand Dryers, Mirrors, Shower Curtain Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/Broom Holder	5,600	Included	5,600	5,600		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included	Included		
Rms - 103, 105, 110, 111, 203, 205	Included	Included	Included	Included		
Rm - 113	Included	Included	Included	Included		
Janitors Closets - 104, 112, 204	Included	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included	Included		
Rm - 114	Included	Included	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included	Included		
Rms - 117, 118	Included	Included	Included	Included		
Rm - 115	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included	Included		
Sink Vestibules 106 & 111	Included	Included	Included	Included		
Janitors Closet - 114	Included	Included	Included	Included		
TOTALS	48,757	48,061	56,601	59,800	0	0
Recommendation:	Amount					
SDI	48,061					



Bid Evaluation Report

Fire Sprinklers	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
				Date Printed		12/6/2016
Description	Subcontractors					
	Apex Fire Protection	Superior Fire				
Base Bid	501,200	268,790				
Spec #: 212000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	Yes	Yes				
Attachment C Acknowledgement	N/A	N/A				
Fire Sprinklers	Included	Included				
MFR - Tyco	Included	Included				
Standard Upright, Pendent, Sidewall Sprinklers	Included	Included				
Bldg 1 - Classroom - FP02 & 3	Included	Included				
Bldg 2 - MPR - FP04	Included	Included				
Bldg 3 - Admin - FP05	Included	Included				
Bldg 4 - Kinder - FP06	Included	Included				
4" Fire Riser at Each Bldg - 1/FP07	Included	Included				
POC 5" Outside of Bldg	Included	Included				
Upright Sprinkler Deflectors as Shown	Included	Included				
Brass or White Finish	Included	Included				
Heads to be Centered in ACT Panels	Included	Included				
Furnish & Install Sleeves	Included	Included				
All Seismic Bracing, Hangers, Embeds as Required	Included	Included				
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included				
All Gauges, Valves, Flow and Tamper Switches	Included	Included				
Sound and Vibration Control	Included	Included				
All Bracing and Hangers - FP07	Included	Included				
Firestopping & Sealants as Required at Penetrations	Included	Included				
BIM Requirements	18,700	15,000				
TOTALS	519,900	283,790	0	0	0	
Recommendation:	Amount					
Superior Fire	283,790					

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Description	Subcontractors				Bid Date
		Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.	Date Printed
Base Bid	671,450	513,546	456,457	526,000		
Spec #: 331000, 333000, 334000	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	60 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included		
Cutting and Capping of Existing Utilities	2,450	2,450	2,450	2,450		
Layout and Trenching	Included	Included	Included	Included		
Sawcutting for New Utilities	Included	Included	Included	Included		
Traffic Control	3,584	3,584	3,584	3,584		
Traffic Rated Trench Plates	Included	Included	Included	Included		
Temp Asphalt Patching	Included	Included	Included	Included		
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048		
Pressure Test and Flush System	Included	Included	Included	Included		
Sewer						
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included		
Cleanouts (8)	Included	Included	Included	Included		
All Piping and Connections to Main line (2)	Included	Included	Included	Included		
Storm Drain	3,000	3,000	3,000	2,600		
6", 8", 12" & 18" HDPE Storm Drain Pipe	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basins - 10/C02 (3)	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basin at Biofiltration - 11/C02 (3)	Included	Included	Included	Included		
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included		
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included		
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included		



Bid Evaluation Report

Elm Street Elementary School Reconstruction					Job Number	Elm
Site Utilities					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
Street Work (Sewer and Storm Trench Repairs Only)	See Allowances	See Allowances	See Allowances	See Allowances		
Base Pavement Trenches	See Allowances	See Allowances	See Allowances	See Allowances		
Trench Repair	See Allowances	See Allowances	See Allowances	See Allowances		
Grind Existing	See Allowances	See Allowances	See Allowances	See Allowances		
Overlay with 1-1/2" Asphalt	See Allowances	See Allowances	See Allowances	See Allowances		
Lane Closure/Traffic Control	See Allowances	See Allowances	See Allowances	See Allowances		
Fire Water per C-08 (RFI 4)	Included	Included	Included	Included		
6" & 8" Class 150 C900 PVC Water Line	Included	Included	Included	Included		
Thrust Blocks - 320/C04	Included	Included	Included	Included		
Fire Hydrants per 300/C04 (3)	Included	Included	Included	Included		
8" Double Check Detector Backflow - 311/C04	Included	Included	Included	Included		
Post Indicator Valves (3)	Included	Included	Included	Included		
FDC (3)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Hydrant Bollards/Footings - 301/C04 (12)	3,000	3,000	3,000	2,600		
Fire Sprinkler Connections - 5' Outside Bldg	Included	Included	Included	Included		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	40,000	Included	Included		
Gas	Included	Included	Included	Included		
Gas Lines per Plumbing P005	N/A	N/A	45,000	N/A		
Performance Contingency						
TOTALS	698,032	580,128	519,039	541,895	0	0
Recommendation:	Amount					
J. Vega Eng.	519,039					

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000 Spec #:	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	15 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	Yes	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Plumbing						
Temporary Water Service & Distribution	Included	Included	Included	Included	Included	
All Related Trenching / Backfill	7,500	7,500	7,500	7,500	7,500	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
HW / CW Piping	Included	Included	Included	Included	Included	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Precision Plumbing	
Piping Insulation	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Access Panels - Furnish Only	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
Furnish and install all Metal Sleeves	Included	Included	Included	Included	Included	
Flashings at Roof Penetrations	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
All Related Caulking / Sealants	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Fire Stopping	Included	Included	Included	Included	Included	
Coring, as Required	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
Flush / Chlorinate / Disinfect Domestic Water	Included	Included	Included	Included	Included	
Ansul Gas valve	Included	Included	Included	2,500	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	767,473	902,141	802,500	747,000	728,974	0
Recommendation:	Amount					
Precision Plumbing	728,974					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
HVAC	Included	Included	Included	Included	Included	
Equipment	Included	Included	Included	Included	Included	
VAV - Anemostat	Included	Included	Included	Included	Included	
Fan Coil Units - Trane	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	Included	Included	Included	Included	Included	
VRF Diagrams M010 - M014	Included	Included	Included	Included	Included	
Exhaust Fans - Greenheck	Included	Included	Included	Included	Included	
Makeup Air - Greenheck	Included	Included	Included	Included	Included	
Air Handling Unit - Trane	Included	Included	Included	Included	Included	
Split AC Units - Trane	Included	Included	Included	Included	Included	
Supply Fans - Anemostat	Included	Included	Included	Included	Included	
Sound Traps - IAC Acoustic	Included	Included	Included	Included	Included	
Factory Curbs/ Install	Included	Included	Included	Included	Included	
Buildings	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, TAC, Trane, Carrier	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
6" Conc Pads for Equip - 16/S301	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
3 Makeup Air Units on Roof with Curbs	Included	Included	Included	Included	Included	
Kitchen Exhaust Ducting and Fans - M504 (Hood by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included	
Spring Isolation Hangers	Included	Included	Included	Included	Included	
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included	
Metal Ducts / Duct Work	Included	Included	Included	Included	Included	
Duct Liner	Included	Included	Included	Included	Included	
Supply & Return Air Plenums	Included	Included	Included	Included	Included	
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included	
Wall Louvers	Included	Included	Included	Included	Included	
Duct Insulation	Included	Included	Included	Included	Included	
Fire / Smoke Dampers	Included	Included	Included	Included	Included	
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included	
Mechanical Identification	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	1,273,955	1,406,229	1,399,230	1,226,000	2,119,673	0
Recommendation:	Amount					
Sheldon Mech.	1,226,000					

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Base Bid	2,440,000	2,385,000	2,440,275		
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265200, 265561	Included	Included	Included		
Spec #: 270536, 275116, 275123.50, 281600, 282300, 283100	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 days	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	Yes	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
Electrical	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included		
Temp Power Boxes and Cords	10,659	10,659	10,659		
Temporary Lighting	5,330	5,330	5,330		
Site	Included	Included	Included		
2" & 4" Conduits for Site Utilities - E1.1	Included	Included	Included		
Conduit Runs as Shown Site Plan - E1.2	Included	Included	Included		
Encase All Underground Conduits in Concrete per Note 6 on E0.1	Included	Included	Included		
Pour Back of Utility Trenches	Included	Included	Included		
Signal, Fire and Power Pull Boxes - 1/E7.7	Included	Included	Included		
Site Lighting Plan - E1.3	Included	Included	Included		
Site Lighting Fixtures, per Schedule	Included	Included	Included		
Site Signal, CCTV, FA Speakers - E1.6	Included	Included	Included		
U/G Power Distribution for Site Power	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included		
U/G Power Distribution for Site Lighting	Included	Included	Included		
Buildings 1-4	Included	Included	Included		
Lighting Fixtures per Schedule on E0.5	Included	Included	Included		
Mechanical Schedule - E0.6	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
				Cable Schedule - E0.4	Included
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included		
Distribution Panelboards	Included	Included	Included		
Panel Boards	Included	Included	Included		
Power Distribution	Included	Included	Included		
Conduits & Raceways	Included	Included	Included		
Terminal Cabinets & Racks	Included	Included	Included		
Cable Trays & Supports	Included	Included	Included		
Wiring / Conductors	Included	Included	Included		
Floor boxes	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included		
Connections to Existing Generator	Included	Included	Included		
Lighting Control Panel / System	Included	Included	Included		
Emergency Lighting / Exit Signs	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included		
Bldg 1 - Classroom	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Connections for all Kitchen Equipment	Included	Included	Included		
Conduit for Theatrical Lighting	Included	Included	Included		
Elec Room 102 - E2-4.1	Included	Included	Included		
Bldg 3 - Admin	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Power for VAV & Rooftop Equipment	Included	Included	Included		
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included		
Bldg 4 - Kindergarten	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included		
Single Line Diagram - E4.0	Included	Included	Included		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included		
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included		
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc		
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included		
MFR - Electronic Theatre Controls (ETC)	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.			
Bldg 2 - MPR (TL2.1.1 & 2)	Included	Included	Included			
Dimmer Racks and Controls	Included	Included	Included			
Stage Lighting Control System	Included	Included	Included			
Lighting Track & Fixtures - 10/TL8.1.1	Included	Included	Included			
Panels & Receptacles	Included	Included	Included			
Miscellaneous	Included	Included	Included			
Plywood Backboards	In Rough Framing	In Rough Framing	In Rough Framing			
Flashings at Penetrations	Included	Included	Included			
Caulking / Sealants	Included	Included	Included			
Sleeves / Fire Caulking / Firestopping - 1/E0.7	Included	Included	Included			
BIM Requirements	15,000	15,000	15,000			
Low Voltage Systems	Included	Included	Included			
Computer Network Cabling	Included	Included	Included			
Communications Cabinets, Racks, Frames and Enclosures - E7.10	Included	Included	Included			
Communications Cabling	Included	Included	Included			
Devices, Equipment, Conduit & Conductors	Included	Included	Included			
Public Address/Clock System	Included	Included	Included			
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included			
Alt by Valcom	Included	Included	Included			
Assistive Listening System	Included	Included	Included			
MFR - Listen Technologies	Included	Included	Included			
FM Transmitters - LT-700 LT-800	Included	Included	Included			
Receiver - LR-100 & LR-400	Included	Included	Included			
(1) 8-Hour Training Session	Included	Included	Included			
Intrusion Alarm System	26,080	Included	26,080			
Contractor to Have C7 and C10 License	In Above	Included	In Above			
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above			
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above			
Video Surveillance (CCTV) System	72,395	Included	72,395			
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above			
MFRs - Per Specs	In Above	Included	In Above			
Fire Detection Alarm	88,292	Included	Included			
Fire Alarm System	In Above	Included	Included			
MFR - Notifier, Simens, Simplex, Johnson or Gamewell-FCI	In Above	Included	Included			
Complete Addressable Fire Alarm System	In Above	Included	Included			

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Subcontractors				Date Printed	12/6/2016	
Description	Venco Elec.	Taft Elec.	Oilfield Elec.			
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included			
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included			
Elevator System - E0.4	In Above	Included	Included			
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included			
Conduit & Back Boxes	In Above	Included	Included			
Submittals / Shop Drawings / As-Built	In Above	Included	Included			
TOTALS	2,657,756	2,415,989	2,569,739	0	0	0
Recommendation:	Amount					
Taft Elec.	2,415,989					

Bid Evaluation Report



Building Specialties		Elm Street Elementary School Reconstruction		Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Div	Description	Amount	Recommended Subcontractor	Bids Received	
104400	Fire Extinguishers & Specialties FEC at Elec Yard - Surface Mount per 16/A64.4 (1) Bldg 1 - FEC 1/A64.4 (22) Bldg 2 - FEC 1/A64.4 (3) Bldg 3 - FEC 1/A64.4 (3) Bldg 4 - FEC 1/A64.4 (2)	6,150	Glendon Co.	5	
105100	Lockers MFR - Art Metal, Penco, Republic Locker Alcove 2-113 2-Tier Lockers per 6&7/A64.4	1,650	John Pence	3	
107500	Flagpoles Flag Pole 35' per 8/A64.4 (1) Set Pole Footing per Site Concrete	4,293	Pole Tech	2	
114800	Physical Education Equipment MFR - Jaypro, Cassidy, Draper Volleyball Sleeves, Standards, Net, Antenna Ref Stand and Pad	5,150	Bernards		
124813	Entrance Floor Mats MFR - AFP, RC Musson, Pawling Rubber Mat 1/4" Thick, 48x72	N/A	N/A		
126823	Folding Cafeteria Tables	OFOI	OFOI		
N/A	Misc Site Furnishings Benches at Site per S32/A0-1.1 (18) Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5 Relocate Existing Playground Equipment and Reinstall at New Areas - S39/A0-1.1 New Conc Footings (TBD) Basketball Pole & Basket - 7/A63.6 (6) Coat Hooks - 14/A64.4 Dull Chrome - Single MFR - McMaster-Carr 1760A2 Wall-Mount Hook, Chrome-Plated Brass, 1-1/4" Wide x 1-1/2" High x 1-5/8" Deep Bldg 1 = 544 Bldg 4 = 60	128,099	Bernards		
N/A	Misc Equipment (TV's) TV's in Classrooms MFR - Sharp 50" & 60" LE65OU Wall Mount - Chief TS318TU Ceiling Mount - Chief MCM1U Bldg 1 - Classroom 60" TV's in Classroom Bldg per 9/A64.4 (62) TV Mounts (62) Bldg 4 - Kindergarten 50" TV's in Classroom Bldg per 11/A64.3 (4) TV Mounts (4)	121,300	Bernards		
N/A	Final Cleanup Exterior Interior	68,534	Bernards		
Total		335,176	Bids Received	10	

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Change Order No. 20 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction (Penanhoat/CFW)

This change order addresses modifications to Elm Elementary School interior work. Structural modifications were required to be made to certain walls with pipes inside them. COR's No. 240R2 and 274R1 are a result of this requirement. COR No. 297R2 is wiring for an additional, District requested TV in the Administration Building. COR No. 302R1 provides a soffit enclosing utility piping at Stair 2 in the Classroom Building. COR No. 658 is to provide a checkerboard pattern at the floor tile in the classrooms. Change Order No. 020 provides for the Board's ratification of the following five (5) COR's:

- COR No. 240R2 - Restroom Furred Walls
- COR No. 274R1 - Furred Walls at kinder Building
- COR No. 297R2 - Wiring for Admin TV
- COR No. 302R1 - Soffit at Stair 2
- COR No. 658 - Add Checkerboard Pattern to VCT

FISCAL IMPACT:

Twenty-Seven Thousand Five Hundred Fifty-Six Dollars and Zero Cents (\$27,556.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget as per the June 2019 six-month report.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #20 for Master Agreement #16-199 with Bernard Bros, Inc.

ADDITIONAL MATERIALS:

- Attached:** [Change Order #020 - Bernards Bros Inc. \(2 Pages\)](#)
[COR No. 240R2 - Restroom Furred Walls \(21 Pages\)](#)
[COR No. 274R1 - Furred Walls at Kinder Bldg \(8 Pages\)](#)
[COR No. 297R2 - Wiring for Admin TV \(28 Pages\)](#)
[COR No. 302R1 - Soffit at Stair 2 \(4 Pages\)](#)
[COR No. 658 - Add Checkerboard Pattern to VCT \(15 Pages\)](#)
[Construction Services Agreement #16-199 \(108 Pages\)](#)



CHANGE ORDER

Date: 08.07.2019

CHANGE ORDER NO. 020

PROJECT: ELM E.S. RECONSTRUCTION PROJECT
 O.S.D. BID No. N/A
 O.S.D. Agreement No. 16-199

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

ARCHITECT SVA Architects, Inc.
 6 Hutton Centre Drive, Ste. 1150
 Santa Ana, CA 92707

CONTRACTOR:
 Bernards Bros. Inc.
 555 First Street
 San Fernando, CA 91340
 Attn: Carl Magness

Architects Proj. No.: 2013-40159
 D.S.A. File No.: 56-22
 D.S.A. App. No.: 03-116407

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All 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.....	\$ 23,306,886.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 2,885,883.00
ADJUSTED CONTRACT SUM.....	\$ 26,192,769.00
NET CHANGE -	\$ 27,556.00
Total Change Orders to Date: 020.....	\$ 2,913,439.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 020.....	\$ 26,220,325.00

Commencement Date:January 30, 2017
 Original Completion Date:October 16, 2018
 Original Contract Time:661 Calendar Days
 Time Extension for all Previous Change Orders:000 Calendar Days
 Time Extension for this Change Order:000 Calendar Days
 Adjusted Completion Date:October 16, 2018

Percentage (12.50%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 240R2- Restroom Furred Walls			\$14,000.00	
2.	COR No. 274R1- Furred Walls at kinder Building			\$2,006.00	
3.	COR No. 297R2- Wiring for Admin TV		\$2,260.00		
4.	COR No. 302R1- Soffit at Stair 2			\$3,280.00	
5.	COR No. 658- Add Checkerboard Pattern to VCT		\$6,010.00		
	TOTAL		\$8,270.00	\$19,286.00	

Total Change Order No. 020 \$ 27,556.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DIRECTOR OF PURCHASING: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 240 R2

Date: 8/7/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 110, 111 Furred Walls

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add framing for furred walls in Restrooms 103, 105, 110, and in the MPR.	Pacific Interiors Enterprise	14,000
Reason: Furred walls were added to locations where sinks or drinking fountains were located on shear walls. The sill plate of the shear wall could not be cut or notched to allow waste or electrical penetrations and maintain the required shear value, thus necessitating the furred walls.		
Requested By: SVA Architects		
Ref: RFI 110, 111		
	Subtotal:	14,000
Total Change Order Request Amount:		14,000

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



CHANGE ORDER REQUEST

COR No. 240 R1

Date: 8/7/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 110, 111 Furred Walls

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add framing for furred walls in Restrooms 103, 105, 110, and in the MPR.	Pacific Interiors Enterprise	14,653
Reason: Furred walls were added to locations where sinks or drinking fountains were located on shear walls. The sill plate of the shear wall could not be cut or notched to allow waste or electrical penetrations and maintain the required shear value, thus necessitating the furred walls.		
Requested By: SVA Architects		
Ref: RFI 110, 111		
		Subtotal: 14,653
Contractual Costs		
Overhead 15%		2,198
		Subtotal: 2,198
Total Change Order Request Amount:		16,851

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



2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 7/31/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 11R

Scope of Work: RFI #110 & 111 - Restroom wall furring with 2-1/2" x 16ga metal studs, including backing & welding

Schedule of Values

Labor	9091.40
Material	3237.38
Equipment - Welding Machine	130.00
Tax 7.75% Fuel 1%	283.27
Subtotal	<u>12742.05</u>
Bond @ 0	0.00
Overhead & Profit @ 15%	<u>1911.31</u>
Total	\$ 14,653

<u>Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Extension</u>	<u>Total</u>
Framer/Installer	57.5	74.78	4299.85	4299.85
Drywall Finisher	0	68.48	0.00	4299.85
Foreman	61	78.55	4791.55	9091.40
	0	0.00	0.00	9091.40

<u>Material</u>	<u>Quantity</u>	<u>Unit</u>	<u>Extension</u>	<u>Total</u>
2-1/2" x 16ga studs	122	16.00	1952.00	1952.00
2-1/2" x 16ga track	28	15.90	445.20	2397.20
2-1/2" x 16ga slot track	6	22.00	132.00	2529.20
6" x 20ga flat strap	14	22.27	311.78	2840.98
2-1/2" x 20ga stud	1	7.20	7.20	2848.18
2-1/2" x 20ga track	2	7.10	14.20	2862.38
Titen Anchors 50pcs	1	75.00	75.00	2937.38
Welding Material	1	50.00	50.00	2987.38
Delivery	2	125.00	250.00	3237.38
	0	0.00	0.00	3237.38
	0	0.00	0.00	3237.38

ONSITE CRAFT LABOR SUBCONTRACTOR LABOR RATE FORM

Craft: Drywall Finisher Project: Elm Elementary School
 Title: Journeyman Location: Oxnard
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)
 Effective Date Through 09/30/18

Item	Description		Straight Time	Time and Half	Double Time
Wages:					
1	Base Hourly Rate		\$ 38.58	\$ 38.58	\$ 38.58
2	Zone Pay		-	-	-
3	Premium Time		-	19.29	38.58
4	Vacation/Supplemental Dues		\$ 3.07	-	-
	Subtotal Wages		\$ 41.65	\$ 57.87	\$ 77.16
Union Contributions:					
5	Health & Welfare		\$ 8.45	\$ 8.45	\$ 8.45
6	Pension		\$ 6.38	\$ 6.38	\$ 6.38
7	Apprenticeship		\$ 0.67	\$ 0.67	\$ 0.67
8	Industrial Fund		\$ 0.67	\$ 0.67	\$ 0.67
9	Other		-	-	-
	Subtotal Union Contributions		\$ 16.17	\$ 16.17	\$ 16.17
Taxes:					
10		Notes % Rate			
11	FICA	(A) 7.65%	\$ 3.19	\$ 4.43	\$ 5.90
12	SUI	(A) 6.20%	\$ 2.58	\$ 3.59	\$ 4.78
13	FUI	(A) 0.80%	\$ 0.33	\$ 0.46	\$ 0.62
14	Workers Compensation Insurance	10.94%	\$ 4.55	\$ 6.33	\$ 8.44
15	General Liability Insurance	0.00%	-	-	-
16		0.00%	-	-	-
17	Subtotal Taxes:		\$ 10.66	\$ 14.81	\$ 19.74
18	Total Hourly Rate for Change Orders		\$ 68.48	\$ 88.85	\$ 113.07
19	Premium Portion of Overtime for Change Orders		-	\$ 19.29	\$ 44.60

Notes:

(A) Statutory rates should reflect actual tax liability due to taxable wage limits (i.e. establishment of effective tax rate based on actual costs.)

The information provided is correct and verified by an authorized company representative for:

Company Name: Pacific Interiors Enterprises
 Address: 2300 Knoll Dr Suite C
 City/State/Zip: Ventura, CA 93003
 Telephone No.: 805-654-7085

Print Name: Curtis Dowell
 Title: President
 Date: 6/28/2018

ONSITE CRAFT LABOR SUBCONTRACTOR LABOR RATE FORM

Craft: Drywall Installer Project: Elm Elementary School
 Title: Foreman Location: Oxnard
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)
 Effective Date Through 06/30/19

Item	Description		Straight Time	Time and Half	Double Time
Wages:					
1	Base Hourly Rate		\$ 45.41	\$ 45.41	\$ 45.41
2	Zone Pay		-	-	-
3	Premium Time		-	22.71	45.41
4	Vacation/Supplemental Dues		\$ 6.19	-	-
Subtotal Wages			\$ 51.60	\$ 68.12	\$ 90.82
Union Contributions:					
5	Health & Welfare		\$ 7.50	\$ 7.50	\$ 7.50
6	Pension		\$ 4.91	\$ 4.91	\$ 4.91
7	Apprenticeship		\$ 0.57	\$ 0.57	\$ 0.57
8	Industrial Fund		\$ 0.30	\$ 0.30	\$ 0.30
9	Other		\$ 0.47	\$ 0.47	\$ 0.47
Subtotal Union Contributions			\$ 13.75	\$ 13.75	\$ 13.75
Taxes:					
10		Notes % Rate			
11	FICA	(A) 7.65%	\$ 3.95	\$ 5.21	\$ 6.95
12	SUI	(A) 6.20%	\$ 3.20	\$ 4.22	\$ 5.63
13	FUI	(A) 0.80%	\$ 0.41	\$ 0.54	\$ 0.73
14	Workers Compensation Insurance	10.94%	\$ 5.64	\$ 7.45	\$ 9.93
15	General Liability Insurance	0.00%	-	-	-
16		0.00%	-	-	-
Subtotal Taxes:			\$ 13.20	\$ 17.43	\$ 23.24
18	Total Hourly Rate for Change Orders		\$ 78.55	\$ 99.29	\$ 127.81
19	Premium Portion of Overtime for Change Orders		-	\$ 21.21	\$ 49.25

Notes:

(A) Statutory rates should reflect actual tax liability due to taxable wage limits (i.e. establishment of effective tax rate based on actual costs.)

The information provided is correct and verified by an authorized company representative for:

Company Name: Pacific Interiors Enterprises
 Address: 2300 Knoll Dr Suite C
 City/State/Zip: Ventura, CA 93003
 Telephone No.: 805-654-7085

Print Name: Curtis Dowell
 Title: President
 Date: 6/28/2018

ONSITE CRAFT LABOR SUBCONTRACTOR LABOR RATE FORM

Craft: Drywall Installer Project: Elm Elementary School
 Title: Journeyman Location: Oxnard
(ie. Journeyman, Foreman, Gen. Foreman, Apprentice, etc.)
 Effective Date Through 06/30/19

Item	Description		Straight Time	Time and Half	Double Time
Wages:					
1	Base Hourly Rate		\$ 42.41	\$ 42.41	\$ 42.41
2	Zone Pay		-	-	-
3	Premium Time		-	21.21	42.41
4	Vacation/Supplemental Dues		\$ 6.19	-	-
	Subtotal Wages		\$ 48.60	\$ 63.62	\$ 84.82
Union Contributions:					
5	Health & Welfare		\$ 7.50	\$ 7.50	\$ 7.50
6	Pension		\$ 4.91	\$ 4.91	\$ 4.91
7	Apprenticeship		\$ 0.57	\$ 0.57	\$ 0.57
8	Industrial Fund		\$ 0.30	\$ 0.30	\$ 0.30
9	Other		\$ 0.47	\$ 0.47	\$ 0.47
	Subtotal Union Contributions		\$ 13.75	\$ 13.75	\$ 13.75
Taxes:					
10		Notes % Rate			
11	FICA	(A) 7.65%	\$ 3.72	\$ 4.87	\$ 6.49
12	SUI	(A) 6.20%	\$ 3.01	\$ 3.94	\$ 5.26
13	FUI	(A) 0.80%	\$ 0.39	\$ 0.51	\$ 0.68
14	Workers Compensation Insurance	10.94%	\$ 5.31	\$ 6.96	\$ 9.28
15	General Liability Insurance	0.00%	-	-	-
16		0.00%	-	-	-
17	Subtotal Taxes:		\$ 12.43	\$ 16.28	\$ 21.70
18	Total Hourly Rate for Change Orders		\$ 74.78	\$ 93.64	\$ 120.27
19	Premium Portion of Overtime for Change Orders		-	21.21	45.49

Notes:

(A) Statutory rates should reflect actual tax liability due to taxable wage limits (i.e. establishment of effective tax rate based on actual costs.)

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 Telephone No.: 805-654-7085

Print Name: Curtis Dowell
 Title: President
 Date: 6/28/2018



REQUEST FOR INFORMATION

RFI No.: 110

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Rough in plumbing and electrical in shear walls

Date: 07-28-17
Discipline: Structural

Response Requested By: 08-04-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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QUESTION

Ref. A1-41.3

We have to rough-in waste lines to the sinks in Classroom restrooms-103, 105 and 110. Those sinks are on shear walls. Details 9,10 and 14 give requirements for cutting, notching, and boring sill plates and studs. Please verify with the structural engineer that it will be acceptable to rough-in both waste AND electrical through shear wall sill plates.

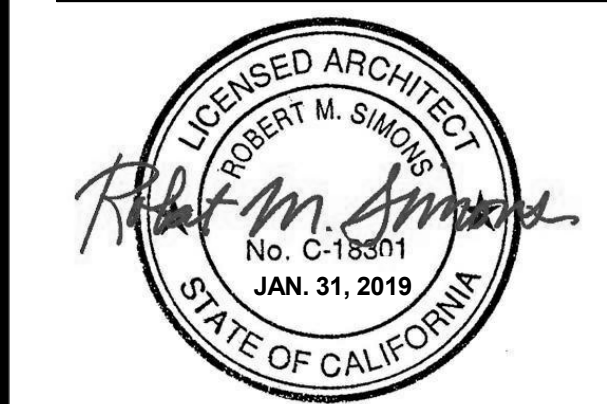
ANSWER

Refer to attached revised sheets for furred walls at the sink locations in the restrooms and furred walls at drinking fountain at exterior of restrooms. Also, per discussion with Bernard's the plumbing chase wall studs changed from 2x6 to 2x4 to accommodate the required room for the furred wall and also to keep ADA standards met.

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>8/4/2017</u>
	Name	Company	Date

Question Initiated By: Steve Johnson - Bernards

Submitted By: Steve Johnson - Bernards



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# 03-116407

AC FLS SS
 DATE

REVISIONS:

DESCRIPTION	DATE
RFI 110	8/4/17

DATE ISSUED: 01/08/16

PROJECT NO: 1340159

SCALE: 3" = 1'-0"

SHEET NUMBER: A-61.1

SHEET TITLE:

WALL TYPES - WOOD FRAMING



3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
 T 949.899.3380 WWW.SVA-ARCHITECTS.COM

THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SVA ARCHITECTS AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN CONSENT OF SVA ARCHITECTS. ALL RIGHTS RESERVED. COPYRIGHT 2014

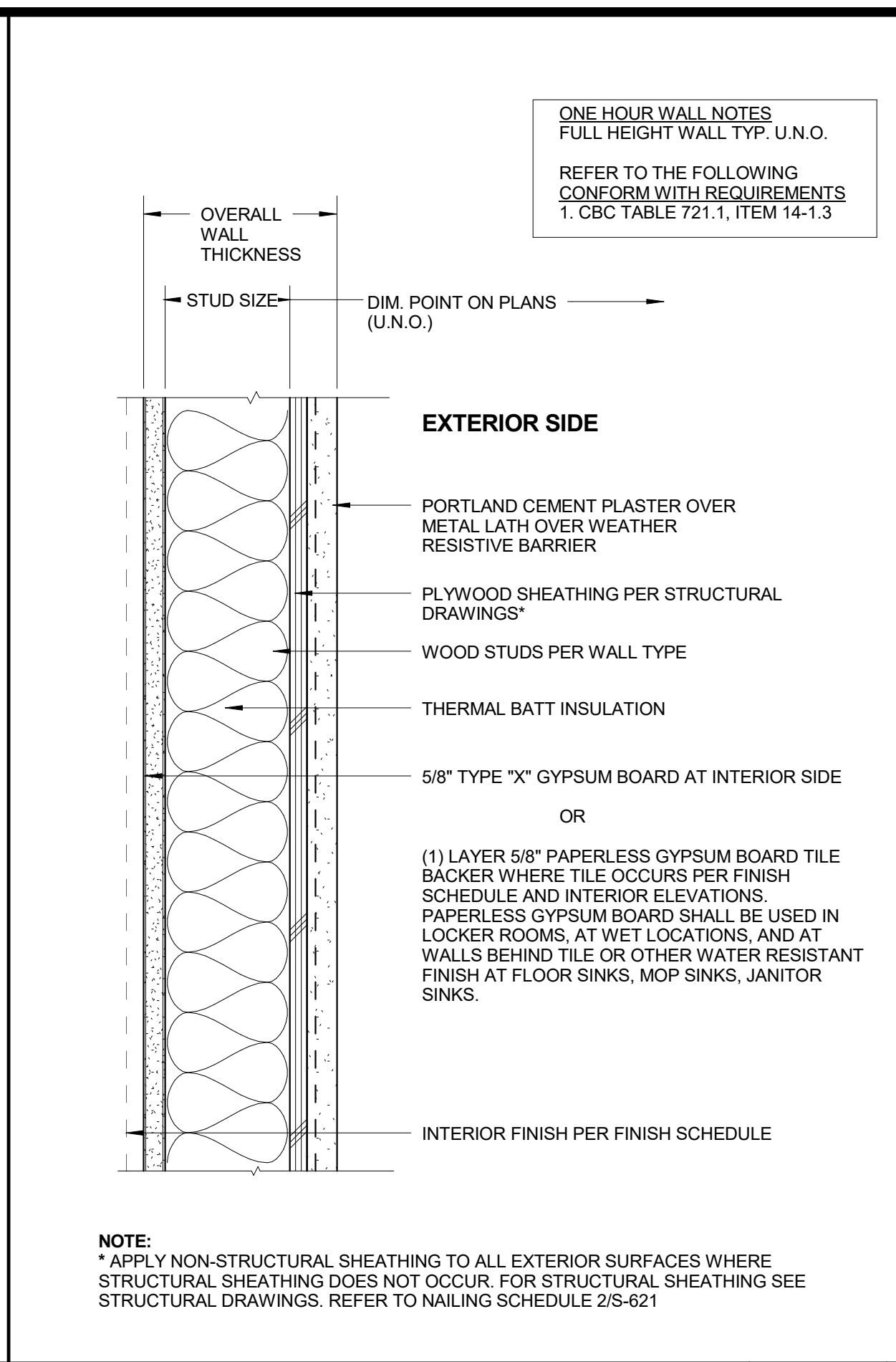
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
(A1) TYPICAL EXTERIOR PLASTER WALL							
1.0.4	2X4	-	16" O.C.	4 7/8"	-	1/-	FURRED (1 SIDE)
1.4	2X4	-	16" O.C.	5 1/2"	-	1/-	-
1.0.6	2X6	-	16" O.C.	6 7/8"	-	1/-	FURRED (1 SIDE)
1.3.6	2X6	-	16" O.C.	6 1/8"	-	1/-	2 SHTS. GYP. BD. (1 SIDE)
1.6	2X6	-	16" O.C.	7 1/2"	-	1/-	-
1.6.1	2X6	-	16" O.C.	7 1/2"	-	1/-	RATED WALL
1.8	2X8	-	16" O.C.	9 1/4"	-	1/-	-
(A2) INTERIOR PARTITION							
2.4	2X4	-	16" O.C.	4 3/4"	14'-0"	2/-	-
2.3.4	2X4	-	16" O.C.	5 3/8"	14'-0"	2/-	2 SHTS. GYP. BD. (1 SIDE)
2.4.4	2X4	-	16" O.C.	6"	14'-0"	2/-	2 SHTS. GYP. BD. (2 SIDE)
2.6	2X6	-	16" O.C.	6 3/4"	20'-0"	2/-	-
2.3.6	2X6	-	16" O.C.	7 3/8"	20'-0"	2/-	2 SHTS. GYP. BD. (1 SIDE)
2.4.6	2X6	-	16" O.C.	8"	20'-0"	2/-	2 SHTS. GYP. BD. (2 SIDE)
2.5.6	2X6	-	16" O.C.	6 3/4"	3'-0"	2/-	LOW WALL
(A3) ONE HOUR WALLS							
3.4	2X4	-	16" O.C.	4 3/4"	14'-0"	3/-	-
3.4.1	2X4	-	16" O.C.	4 3/4"	14'-0"	3/-	2 SHTS. GYP. BD. (1 SIDE)
3.6	2X6	-	16" O.C.	6 3/4"	20'-0"	3/-	-
3.2.6	2X6	-	16" O.C.	7 3/8"	20'-0"	3/-	2 SHTS. GYP. BD. (1 SIDE)
(A4) TILED PARTITION WALLS - BACKERBOARD							
4.0.4	2X4	-	16" O.C.	4 3/4"	-	4/-	TILE (1 SIDE + FURRING)
4.0.6	2X6	-	16" O.C.	6 3/4"	-	4/-	TILE (1 SIDE + FURRING)
4.1.4	2X4	-	16" O.C.	5 3/8"	-	4/-	TILE (1 SIDE)
4.1.6	2X6	-	16" O.C.	7 3/8"	-	4/-	TILE (1 SIDE)
4.2.4	2X4	-	16" O.C.	6"	-	4/-	TILE (2 SIDE)
4.2.6	2X6	-	16" O.C.	8"	-	4/-	TILE (2 SIDE)
4.3.6	2X6	-	16" O.C.	7 3/8"	-	4/-	TILE (1 SIDE), RATED
(A5) PLUMBING CHASE WALLS							
5.4	2X4	-	16" O.C.	12 7/8"	-	5/-	-
5.6	2X6	-	16" O.C.	14 7/8"	-	5/-	-
(A6) PLUMBING WALL (DOUBLE)							
6.4	(2) 2X4	-	16" O.C.	13 1/2"	-	6/-	-
6.6	(2) 2X6	-	16" O.C.	15 1/2"	-	6/-	-
(A7) ACOUSTICAL WALL (INTERIOR)							
7.6	2X6	-	16" O.C.	8 3/4"	-	7/-	-
(A8) EXTERIOR ACOUSTICAL WALL							
8.4	2X4	-	16" O.C.	6 3/8"	-	8/-	-
8.6	2X6	-	16" O.C.	8 3/8"	-	8/-	-
(A9) INTERIOR ACOUSTICAL WALL WITH TILE							
9.4	2X4	-	16" O.C.	6 3/4"	-	9/-	-
9.4.1	2X4	-	16" O.C.	6 3/4"	-	9/-	ONE HOUR RATED
9.6	2X6	-	16" O.C.	8 3/4"	-	9/-	-
9.6.1	2X6	-	16" O.C.	8 3/4"	-	9/-	NO TILE ON INTERIOR
(A10) TYP. EXTERIOR RESTROOM WALL							
10.4	2X4	-	16" O.C.	6 1/8"	-	10/-	-
10.6	2X6	-	16" O.C.	8 1/8"	-	10/-	RATED AT BLDG 1
10.6.1	2X6	-	16" O.C.	7 1/2"	-	10/-	NO TILE ON INTERIOR
(A11) INTERIOR ACOUSTICAL WALL WITH RESILIENT CHANNEL							
11.4	2X4	-	16" O.C.	5"	-	11/-	-
11.6	2X6	-	16" O.C.	7"	-	11/-	-
(A12) STAGGERED STUD WALL							
12.6	2X6	-	16" O.C.	8 3/4"	-	12/-	-

WALL TYPE GENERAL NOTES

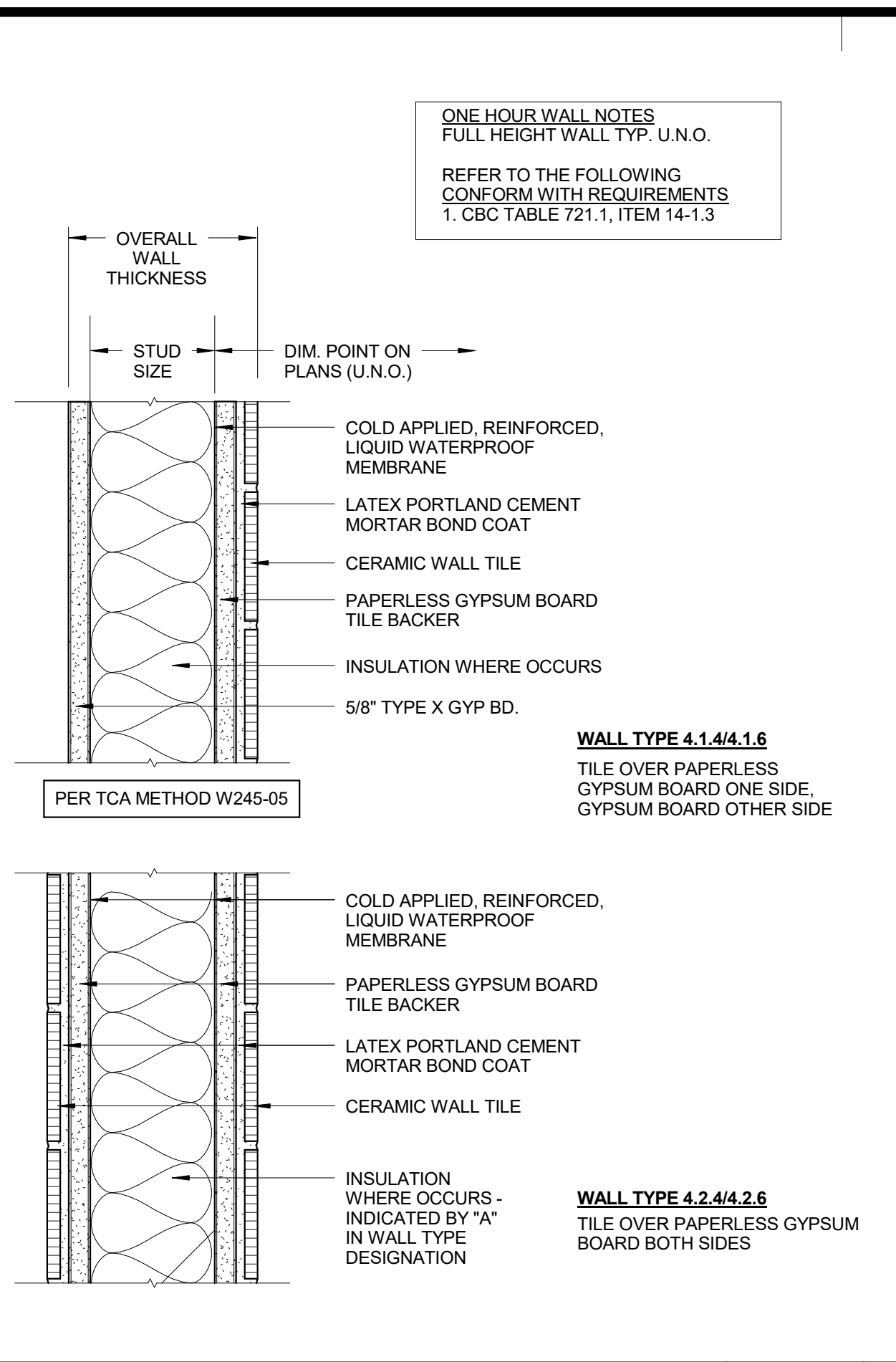
NUMBER INDICATES WALL TYPE SEE SCHEDULE ABOVE
 "A" INDICATES WALL INSULATION IS REQUIRED. IF NOT NOTED, INSULATION IS NOT REQUIRED.
 "PH" INDICATES PARTIAL HEIGHT WALL

TYPICAL WALLS

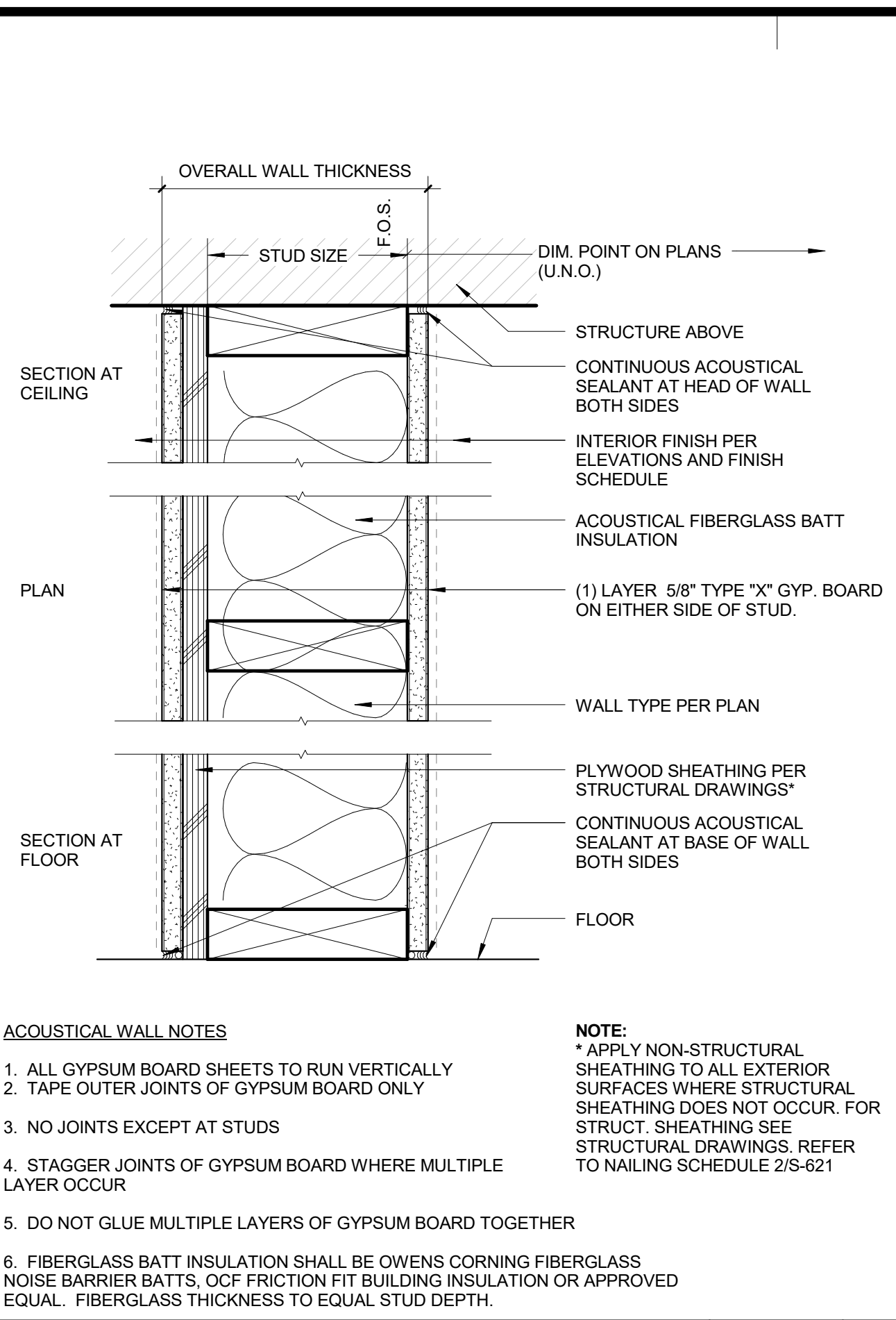
WALL TYPE SYMBOL LEGEND



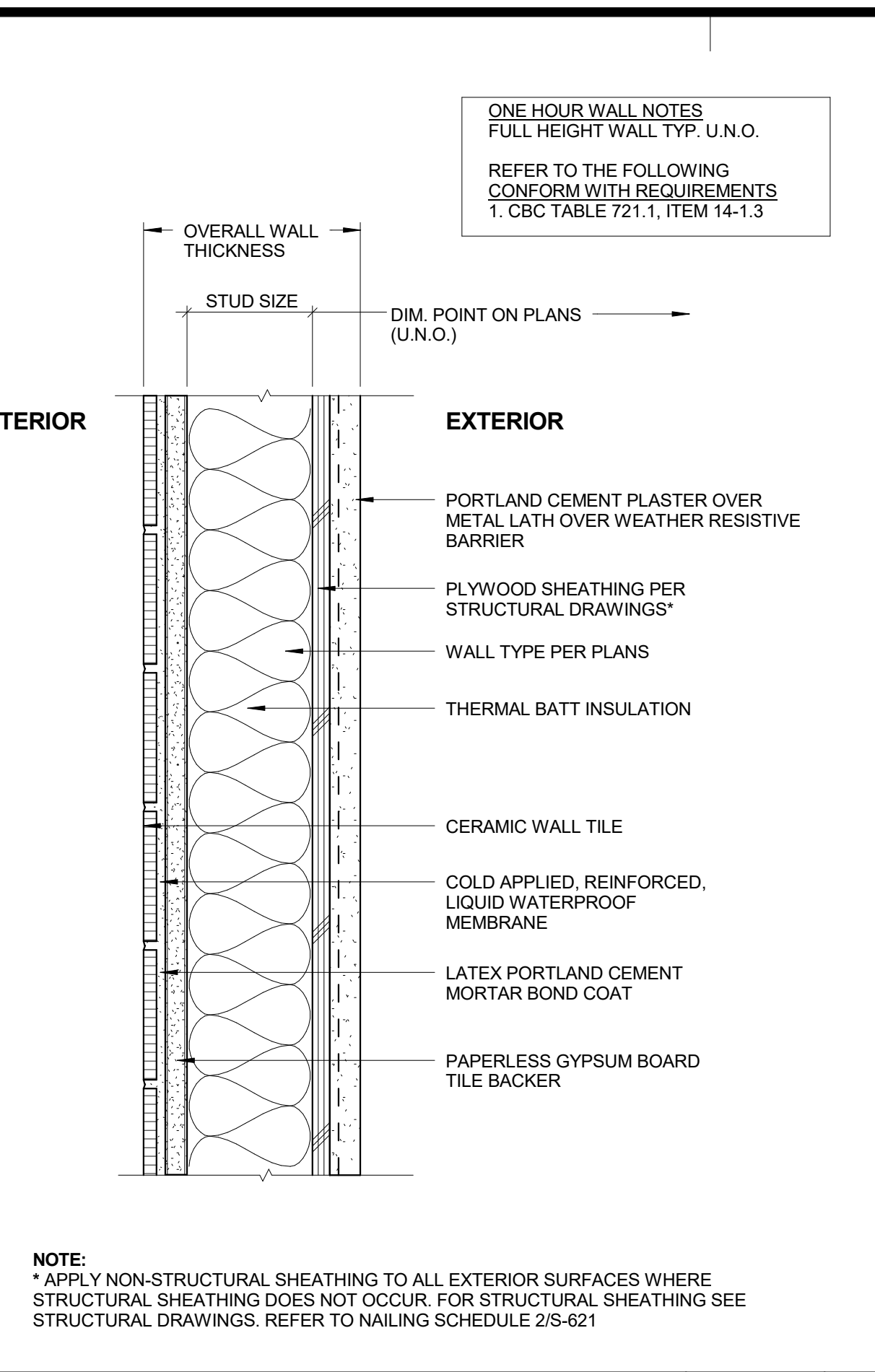
TYP. EXTERIOR PLASTER WALL 3" = 1'-0" 1



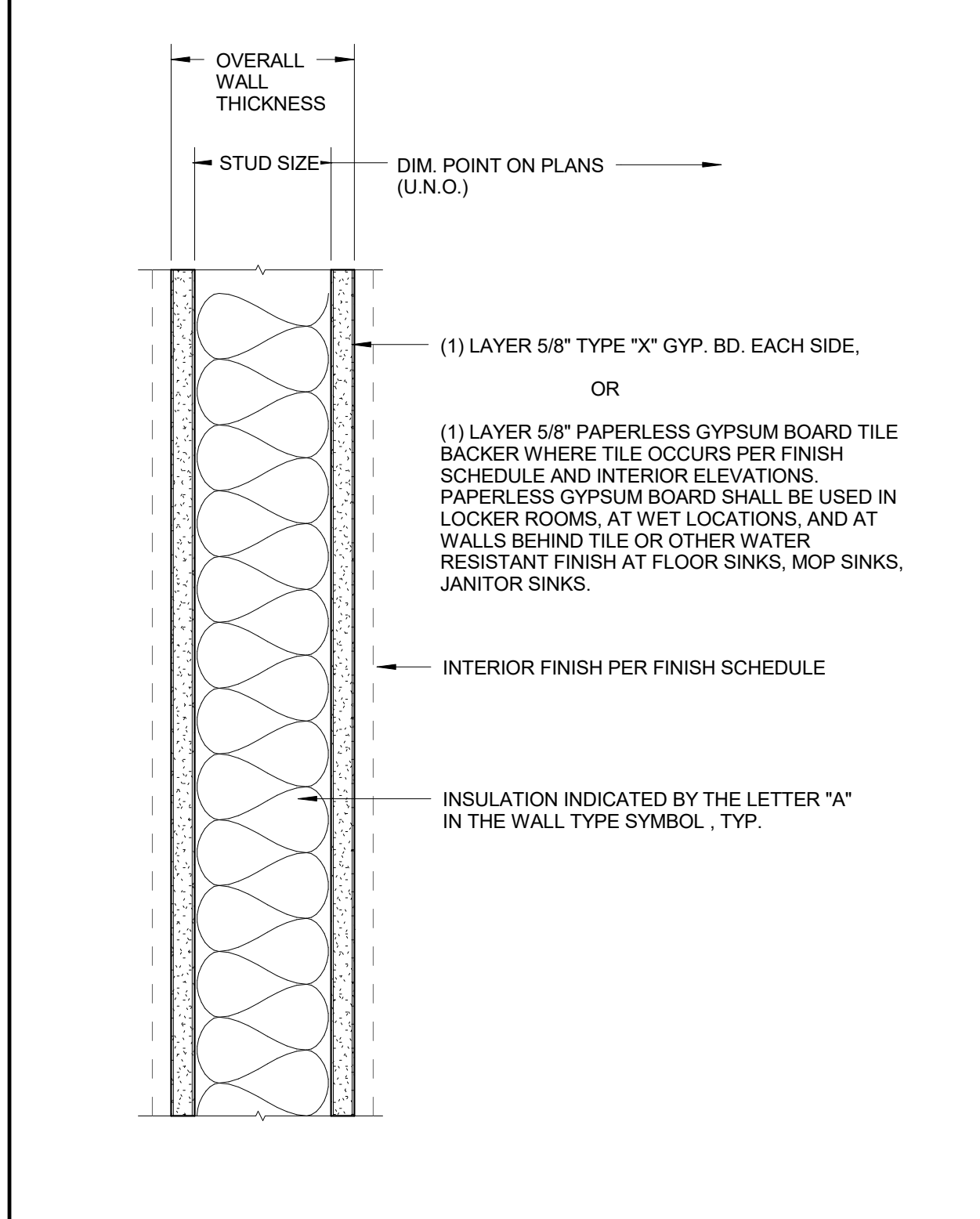
WALL WITH TILE (BACKERBOARD) 3" = 1'-0" 4



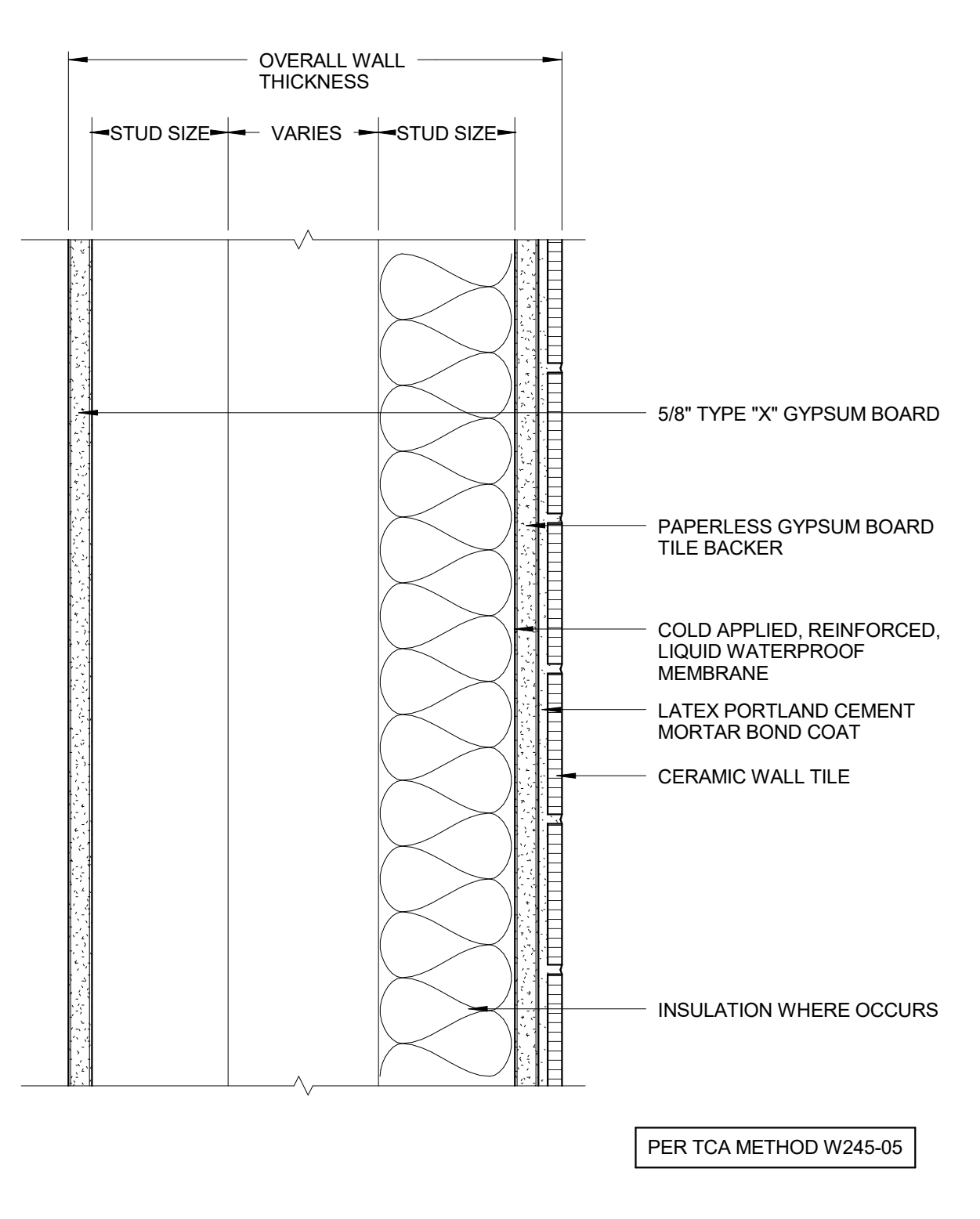
INTERIOR ACOUSTICAL WALL 3" = 1'-0" 7



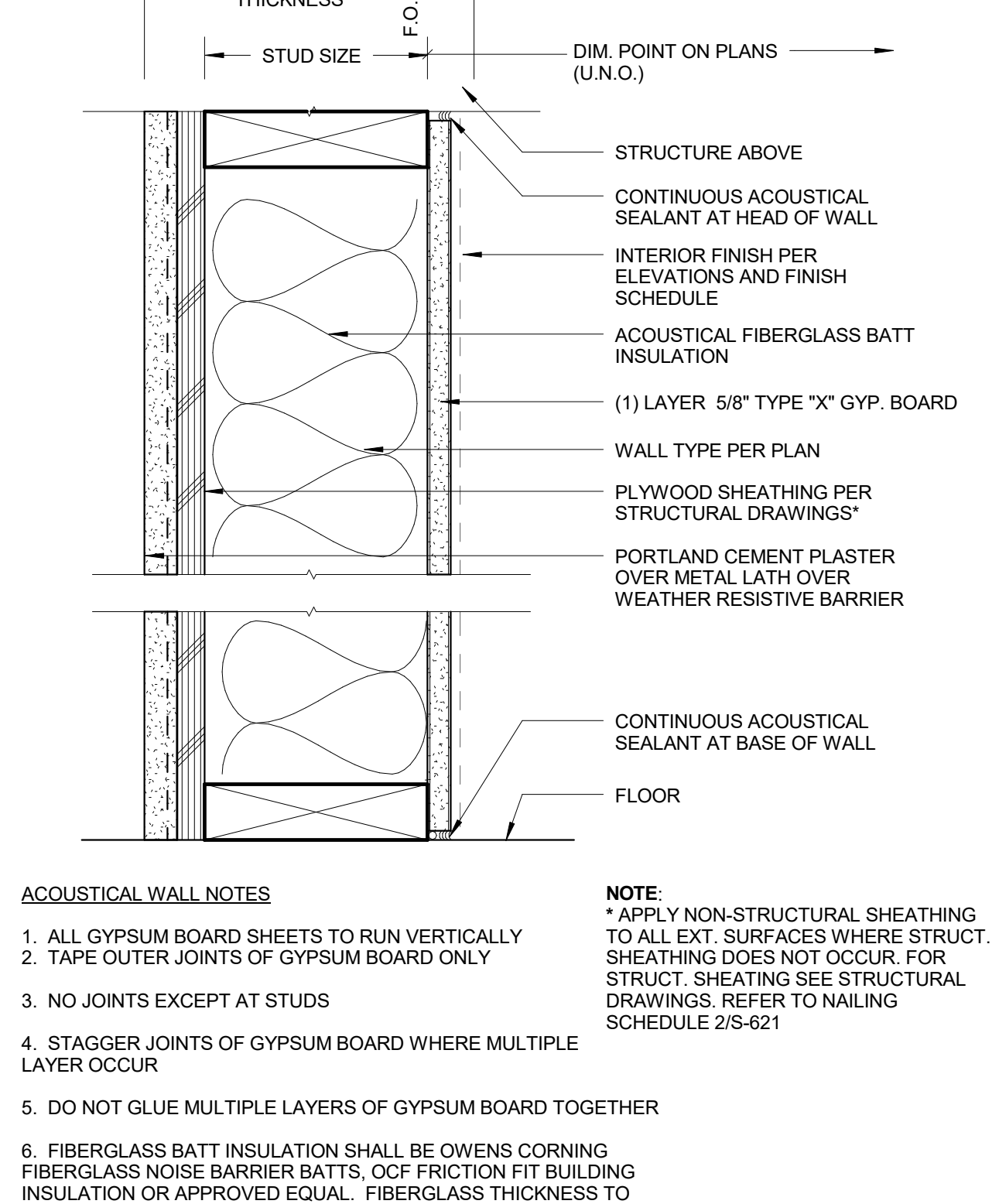
TYP. EXTERIOR RESTROOM WALL 3" = 1'-0" 10



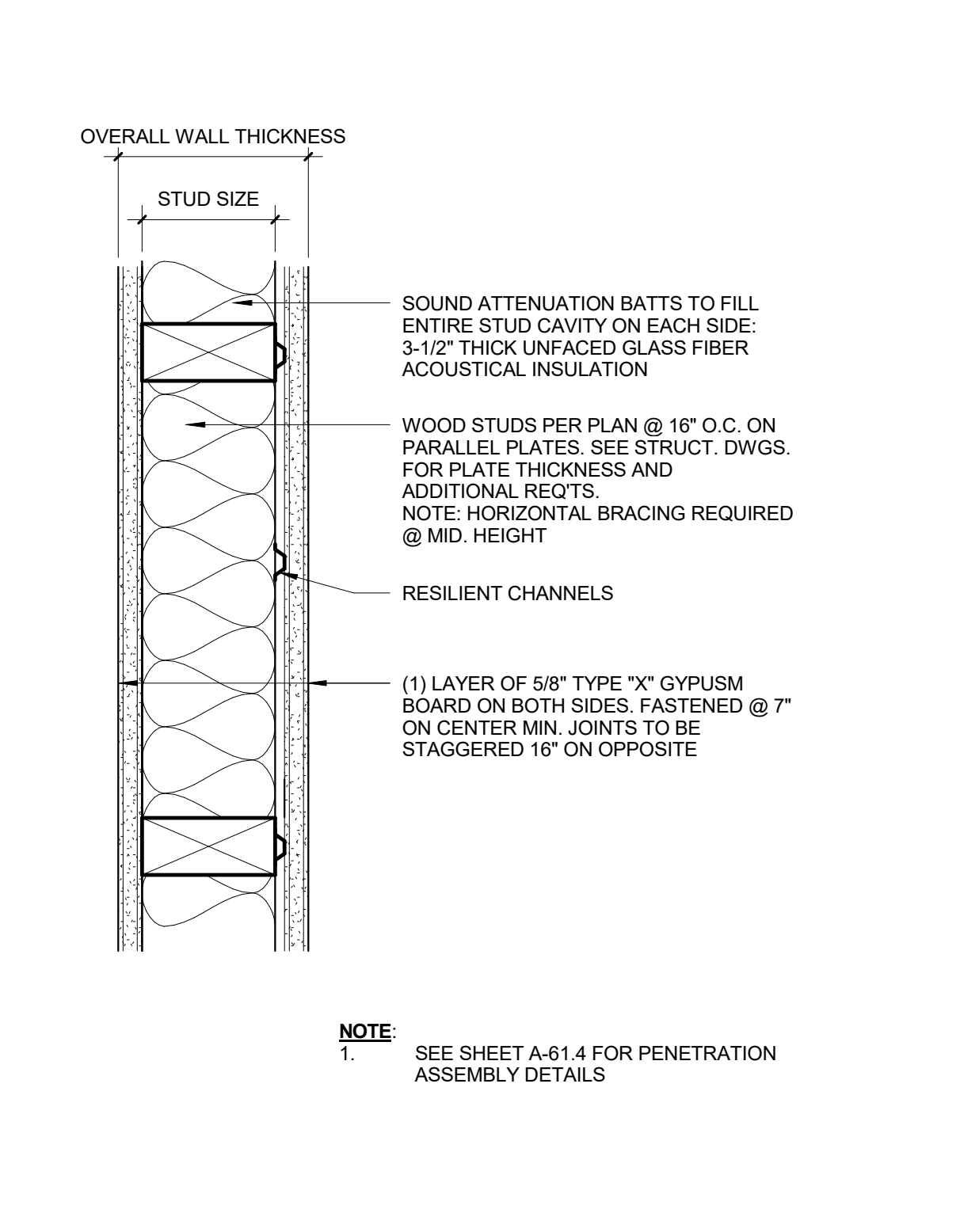
PLUMBING CHASE WALL 3" = 1'-0" 5



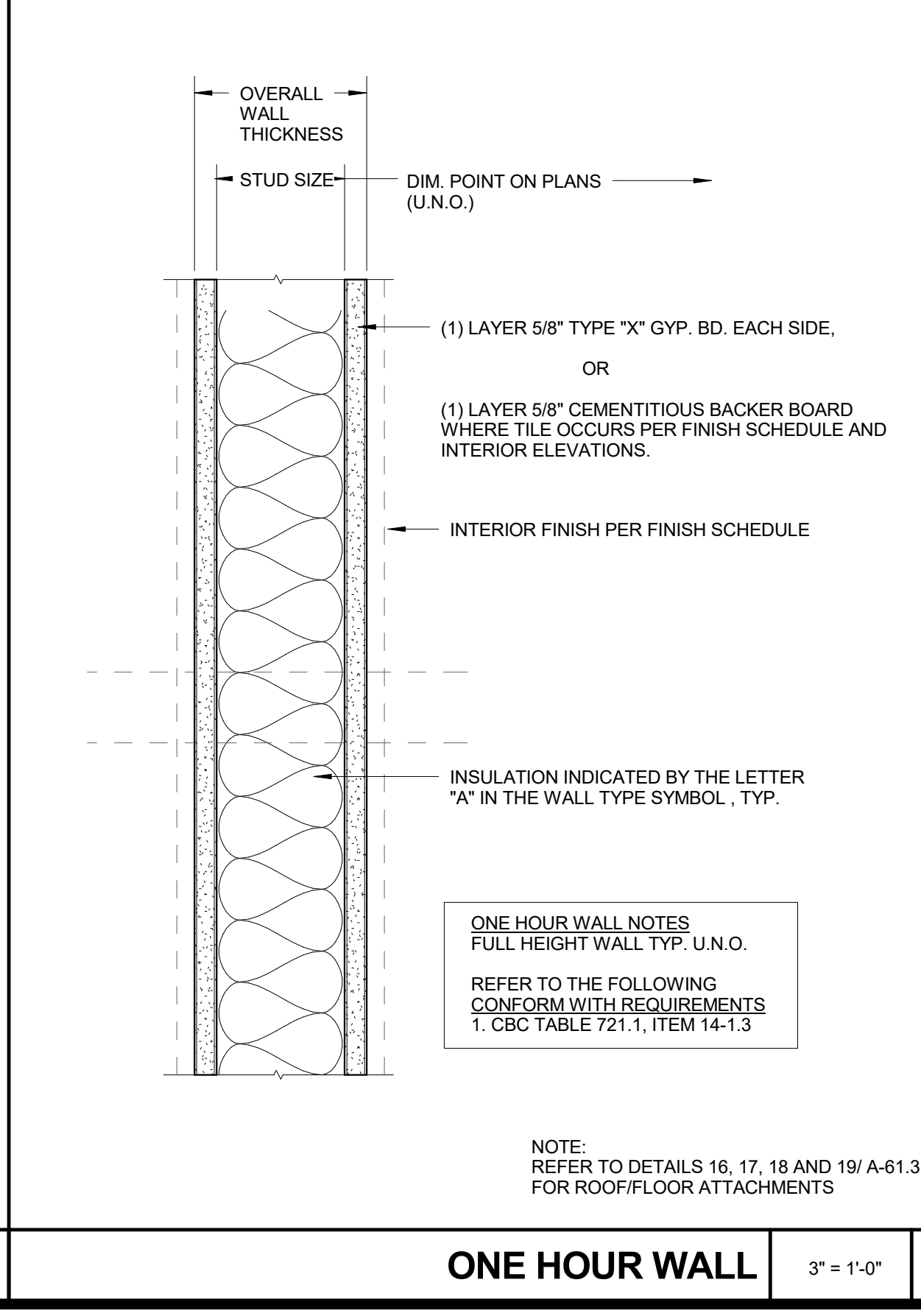
PLUMBING WALL (DOUBLE) 3" = 1'-0" 6



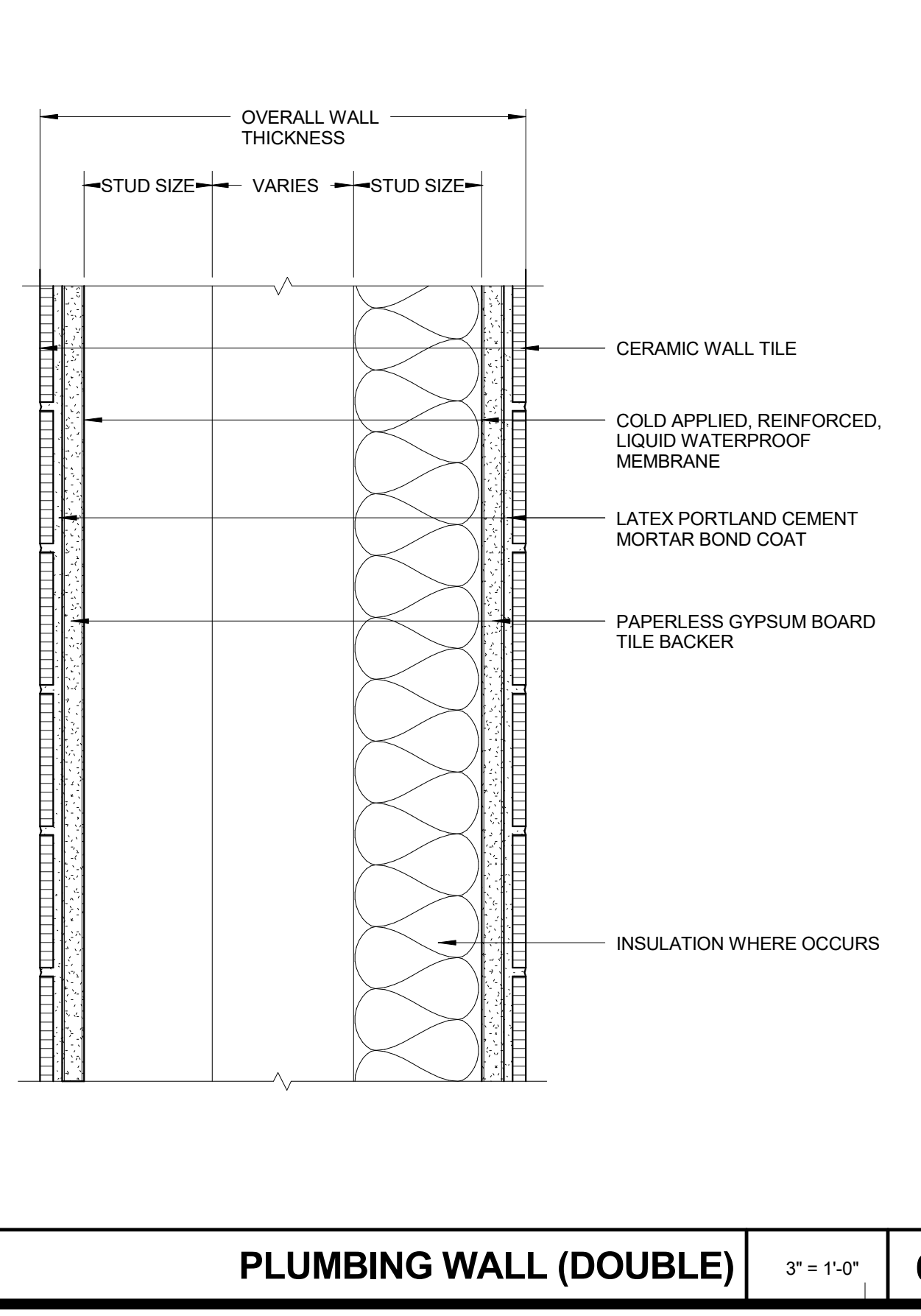
INTERIOR ACOUSTICAL WALL W/TILE 3" = 1'-0" 9



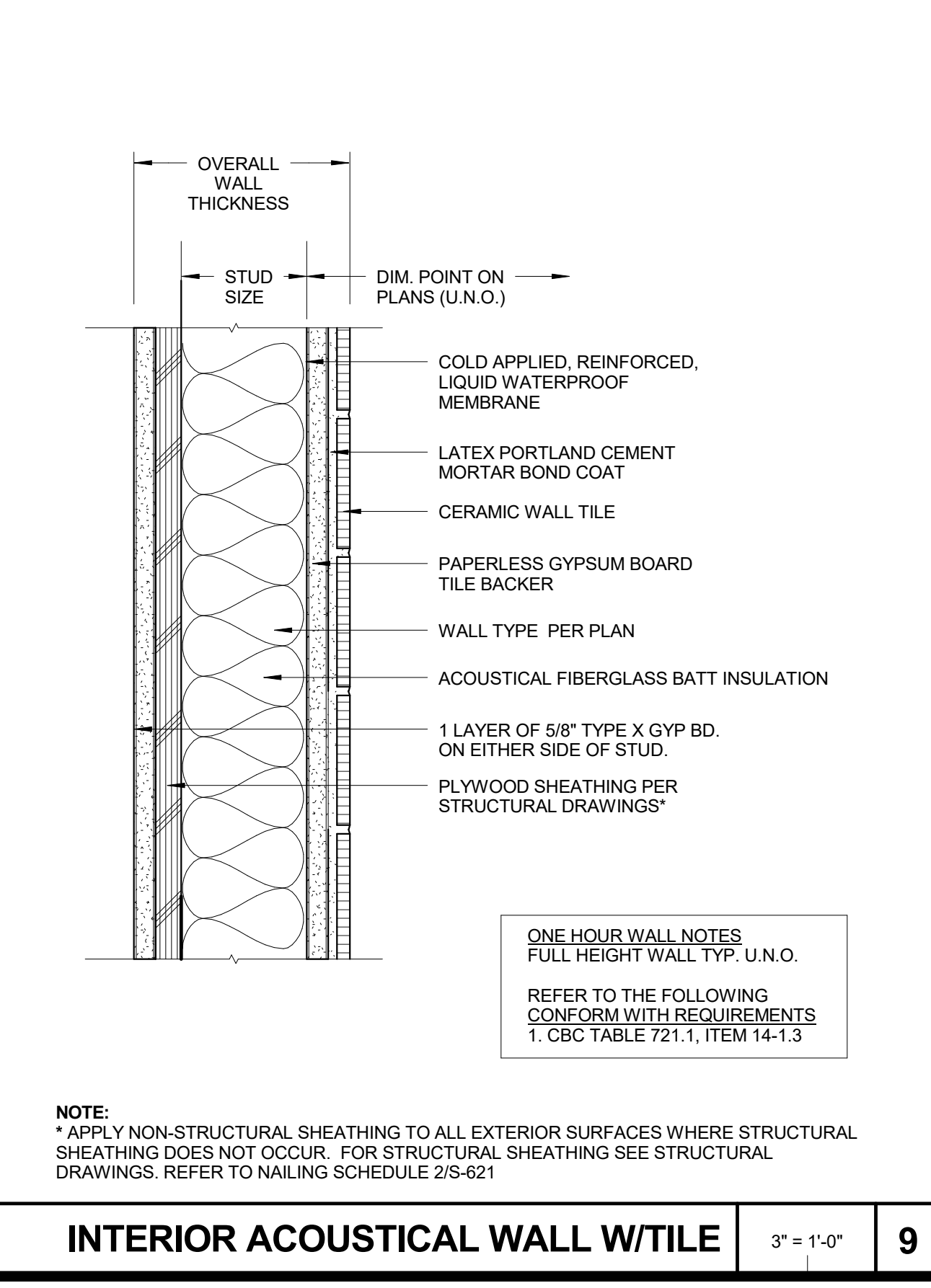
INTERIOR ACOUSTICAL WALL W/R 3" = 1'-0" 11



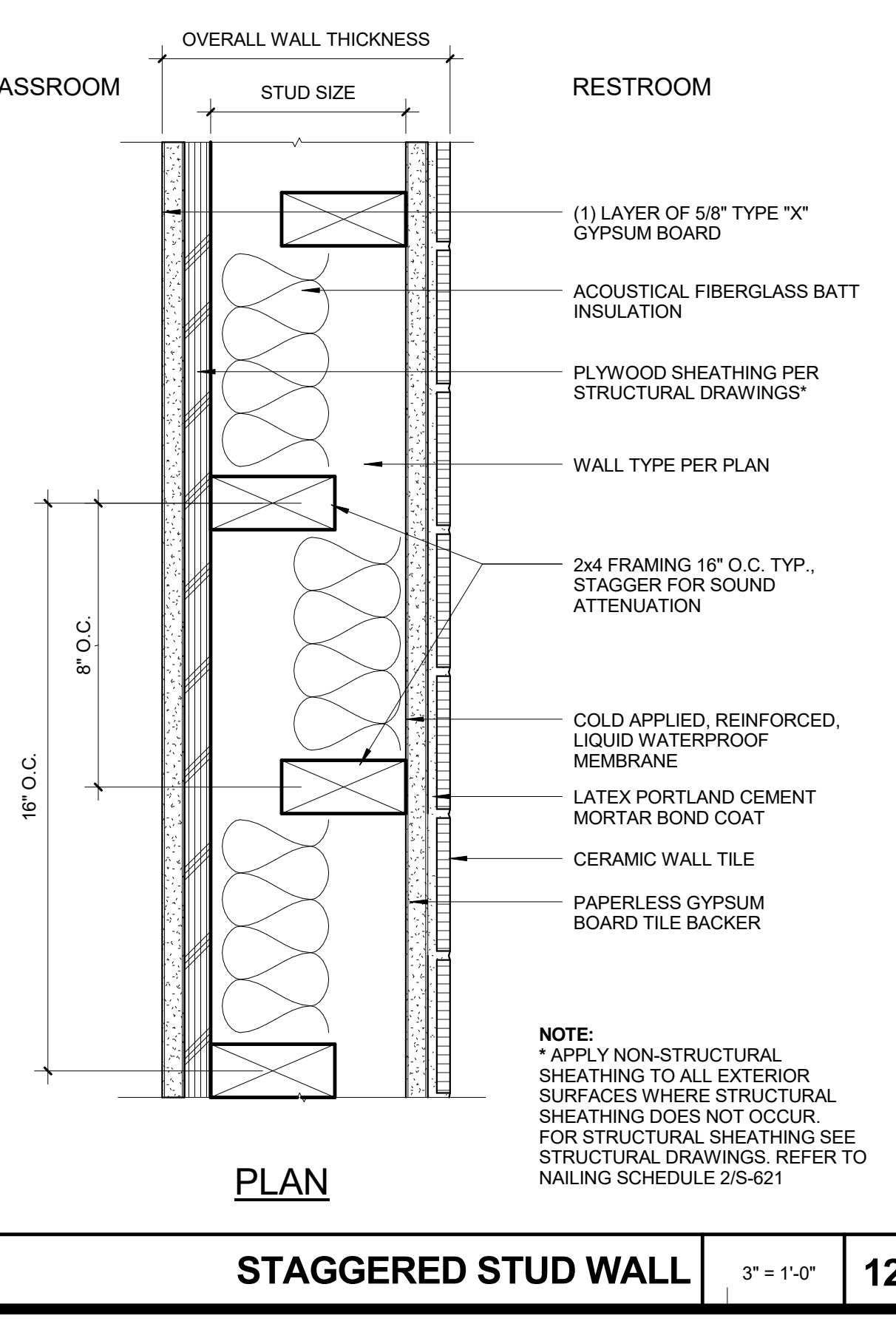
INTERIOR PARTITION 3" = 1'-0" 2



STAGGERED STUD WALL 3" = 1'-0" 12



EXTERIOR ACOUSTICAL WALL 3" = 1'-0" 8



INTERIOR ACOUSTICAL WALL W/R 3" = 1'-0" 11

ONE HOUR WALL NOTES
 FULL HEIGHT WALL TYP. U.N.O.
 REFER TO THE FOLLOWING
 CONFORM WITH REQUIREMENTS
 1. CBC TABLE 721.1, ITEM 14-1.3

OVERALL WALL THICKNESS
 STUD SIZE
 DIM. POINT ON PLANS (U.N.O.)

STRUCTURE ABOVE
 CONTINUOUS ACOUSTICAL SEALANT AT HEAD OF WALL BOTH SIDES
 INTERIOR FINISH PER ELEVATIONS AND FINISH SCHEDULE
 ACOUSTICAL FIBERGLASS BATT INSULATION
 (1) LAYER 5/8" TYPE "X" GYP. BOARD ON EITHER SIDE OF STUD.
 WALL TYPE PER PLAN
 PLYWOOD SHEATHING PER STRUCTURAL DRAWINGS*
 CERAMIC WALL TILE
 COLD APPLIED, REINFORCED, LIQUID WATERPROOF MEMBRANE
 LATEX PORTLAND CEMENT MORTAR BOND COAT
 PAPERLESS GYPSUM BOARD TILE BACKER

NOTE:
 *APPLY NON-STRUCTURAL SHEATHING TO ALL EXTERIOR SURFACES WHERE STRUCTURAL SHEATHING DOES NOT OCCUR. FOR STRUCTURAL SHEATHING SEE STRUCTURAL DRAWINGS. REFER TO NAILING SCHEDULE 2/5-621

ACOUSTICAL WALL NOTES
 1. ALL GYPSUM BOARD SHEETS TO RUN VERTICALLY
 2. TAPE OUTER JOINTS OF GYPSUM BOARD ONLY
 3. NO JOINTS EXCEPT AT STUDS
 4. STAGGER JOINTS OF GYPSUM BOARD WHERE MULTIPLE LAYER OCCUR
 5. DO NOT GLUE MULTIPLE LAYERS OF GYPSUM BOARD TOGETHER
 6. FIBERGLASS BATT INSULATION SHALL BE OWENS CORNING FIBERGLASS NOISE BARRIER BATTS. OCF FRICTION FIT BUILDING INSULATION OR APPROVED EQUAL. FIBERGLASS THICKNESS TO EQUAL STUD DEPTH.

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ACOUSTICAL WALL NOTES
 1. ALL GYPSUM BOARD SHEETS TO RUN VERTICALLY
 2. TAPE OUTER JOINTS OF GYPSUM BOARD ONLY
 3. NO JOINTS EXCEPT AT STUDS
 4. STAGGER JOINTS OF GYPSUM BOARD WHERE MULTIPLE LAYER OCCUR
 5. DO NOT GLUE MULTIPLE LAYERS OF GYPSUM BOARD TOGETHER
 6. FIBERGLASS BATT INSULATION SHALL BE OWENS CORNING FIBERGLASS NOISE BARRIER BATTS. OCF FRICTION FIT BUILDING INSULATION OR APPROVED EQUAL. FIBERGLASS THICKNESS TO EQUAL STUD DEPTH.

NOTE:
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OVERALL WALL THICKNESS
 STUD SIZE
 DIM. POINT ON PLANS (U.N.O.)

STRUCTURE ABOVE
 CONTINUOUS ACOUSTICAL SEALANT AT HEAD OF WALL BOTH SIDES
 INTERIOR FINISH PER ELEVATIONS AND FINISH SCHEDULE
 ACOUSTICAL FIBERGLASS BATT INSULATION
 (1) LAYER 5/8" TYPE "X" GYP. BOARD ON EITHER SIDE OF STUD.
 WALL TYPE PER PLAN
 PLYWOOD SHEATHING PER STRUCTURAL DRAWINGS*
 CERAMIC WALL TILE
 COLD APPLIED, REINFORCED, LIQUID WATERPROOF MEMBRANE
 LATEX PORTLAND CEMENT MORTAR BOND COAT
 PAPERLESS GYPSUM BOARD TILE BACKER

NOTE:
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OVERALL WALL THICKNESS
 STUD SIZE
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 CONTINUOUS ACOUSTICAL SEALANT AT HEAD OF WALL BOTH SIDES
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REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 111

Project: Elm Elementary School Reconstruction Project

Date: 07-31-17
Discipline: Plumbing

Subject: Admin. and MPR Plumbing Sewer Rough-In

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Ref. A2-11.1 MPR Bldg. & A3-11.1 Admin Bldg.

Admin - The drinking fountain and staff lounge sink are mounted on shear walls. MPR - The drinking fountain is mounted on a shear wall

Please provide a furred space to rough-in the waste line to these fixtures which does not require penetrating the shear wall sill plate. The locations are on the attached plans

ANSWER

Response

See attached sketches for furred walls at MPR and Admin Building

Tom Bardwell-SVA Architects
8/11/17

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
---------	---------	-----------

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Steve Johnson - Bernards
Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 111

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 07-31-17
Discipline: Plumbing

**Subject: Admin. and MPR Plumbing Sewer
Rough-In**

Response Requested By: 08-07-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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ANSWER

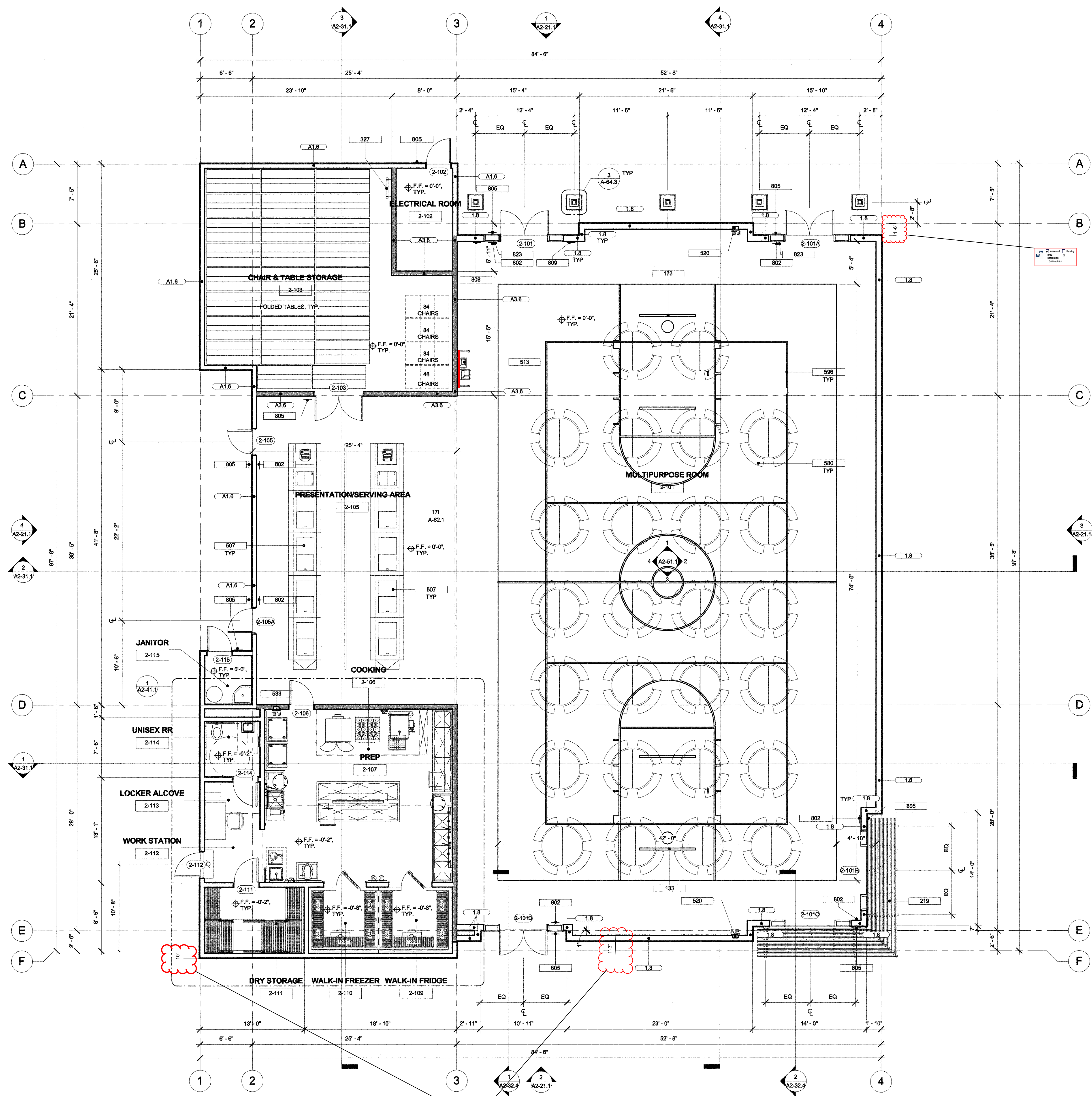
See attached sketches for furred walls at MPR and Admin Building

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>8/11/17</u>
	Name	Company	Date

Question Initiated By: Steve Johnson - Bernards

Submitted By: Gina Sierra - Bernards

923



?	DESCRIPTION
133	PORTABLE BASKETBALL SYSTEM, O.F.O.
219	SUN SHADE AT ENTRANCE OF MPR BUILDING PER DETAIL 2/A-64.5
327	ROOF LADDER PER DETAIL 2/A-64.4
507	KITCHEN EQUIPMENT PER FOOD SERVICE DRAWINGS
513	ACCESSIBLE HIGH AND LOW DRINKING FOUNTAIN WITH BOTTLE FILLING STATION PER PLUMBING DRAWINGS AND K163-4
520	SEMI-RECESSED FIRE EXTINGUISHER CABINET W/ EXTINGUISHER (2A,120B-C) SEE DETAIL 1/A-64.4. MIN. 30" X 48" CLR. FLOOR SPACE REQ'D AT EACH LOCATION
533	FULLY-RECESSED FIRE EXTINGUISHER CABINET W/ EXTINGUISHER (2A,10B-C) SEE DETAIL 1/A-64.4. MIN.30" X 48" CLR. FLOOR SPACE REQ'D AT EACH LOCATION
580	ROUND TABLES WITH BENCH SEATS, O.F.O.I.
596	BASKETBALL COURT STRIPING PER SHEET A-63.3
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
808	OCCUPANT LOAD SIGN, SEE DET. 14/GEN-3
809	ASSISTIVE LISTENING SIGN, SEE DET. 13/GEN-3
823	BLANK SIGN, PROVIDE WHERE SIGNS ARE ATTACHED TO GLAZING

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
A# 03-116407
 AC: [initials] FLS: [initials] SS: [initials]
 DATE: AUG 01 2018

REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: APR. 08, 2016
PROJECT NO: 1340159-Bldg 2
SCALE: As indicated

SHEET NUMBER: A2-11.1
SHEET TITLE:

MPR - BUILDING 2 - FLOOR PLAN



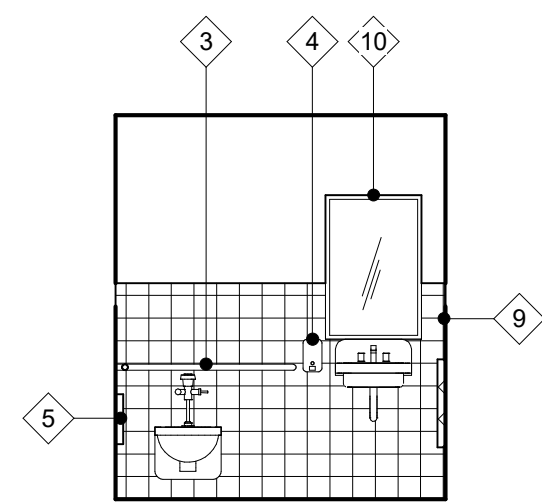
KEYNOTE LEGEND

- 1.4 WALL TYPE ANNOTATION, SEE SHEET A-61.1 & A-61.2 FOR DETAILS
- WOOD STUD WALL PER SHEET A-61.1 & A-61.2
- WOOD STUD WALL - RATED PER SHEET 1, 3, 4 & 9 / A-61.1
- 101 NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A2-52.1
- X NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A2-52.2
- F.E. PORTABLE FIRE EXTINGUISHER CABINET, SEE DETAIL 1/A-64.4

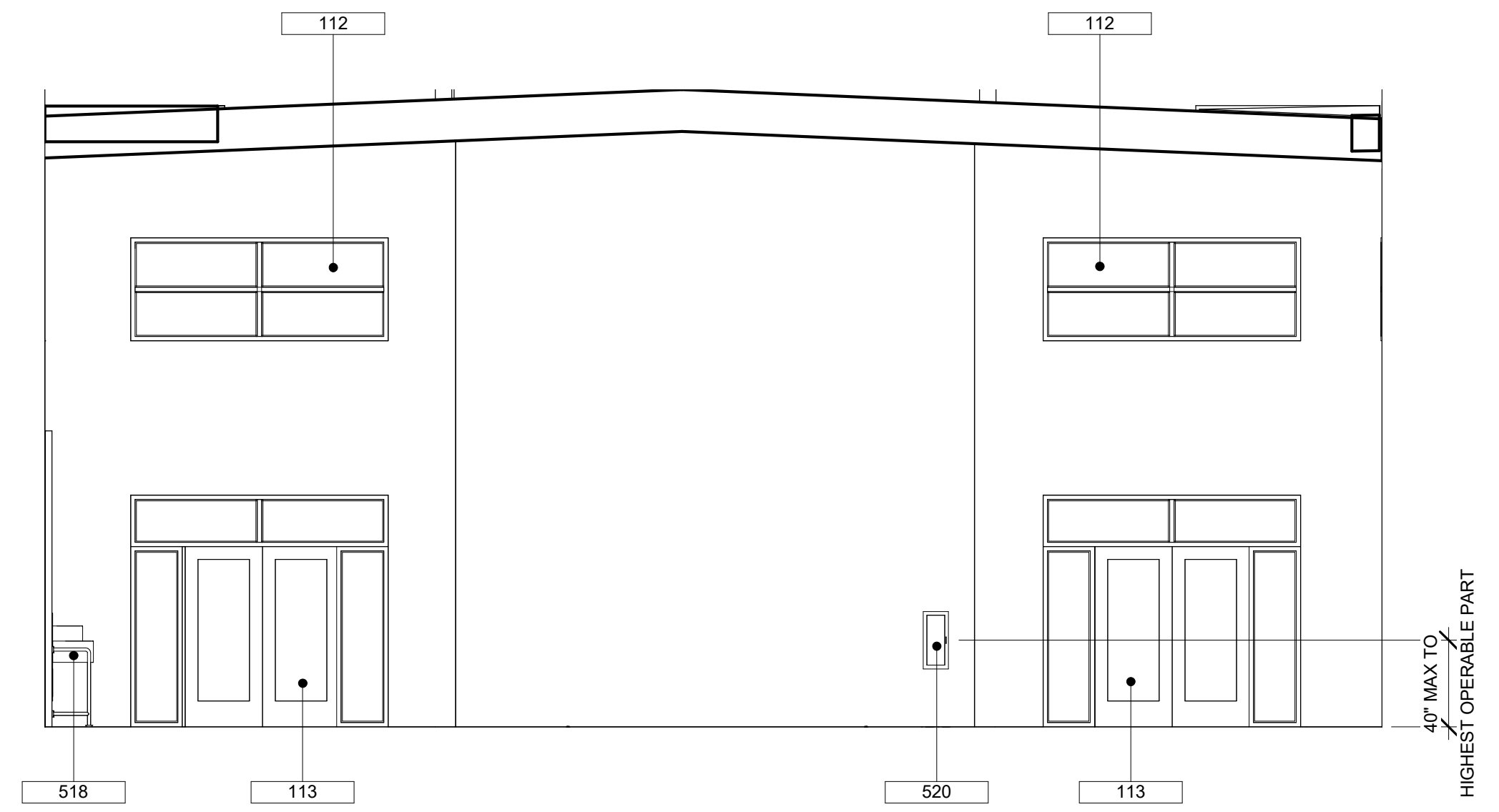
FLOOR PLAN NOTES

- ALL DIMENSIONS ARE TO CENTER LINE OF THE GRID LINES AND OR TO FACE OF STUDS U.N.O. FINISH FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB OR TOP OF INTERIOR PAVING. U.N.O. CEILING HEIGHT DIMENSIONS ARE TO FINISH SURFACES U.N.O. ALL WALLS FULL HEIGHT U.N.O.
- REFER TO GEN-4 FOR ACCESSIBILITY REQUIREMENTS.
- REFER TO A-61.4 FOR PENETRATION ASSEMBLIES / DETAILS.
- WALL TYPES: REFER TO A-61.1 & A-61.2. ALL WALL ASSEMBLIES TO BE FULL HEIGHT U.N.O.
- REFER TO GEN-3 FOR ACCESSIBILITY AND ROOM SIGNAGE DETAILS
- REFER TO A-64.3 FOR CABINETRY/CASEWORK
- ALL OUTSIDE CORNERS SHALL HAVE EASED EDGES, REFER TO SPECIFICATIONS. NO SHARP EDGES ANYWHERE.
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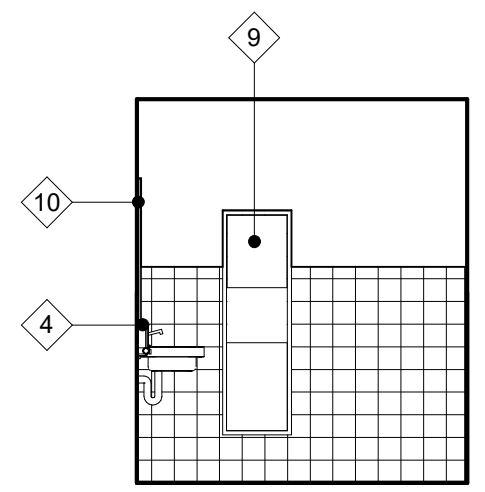
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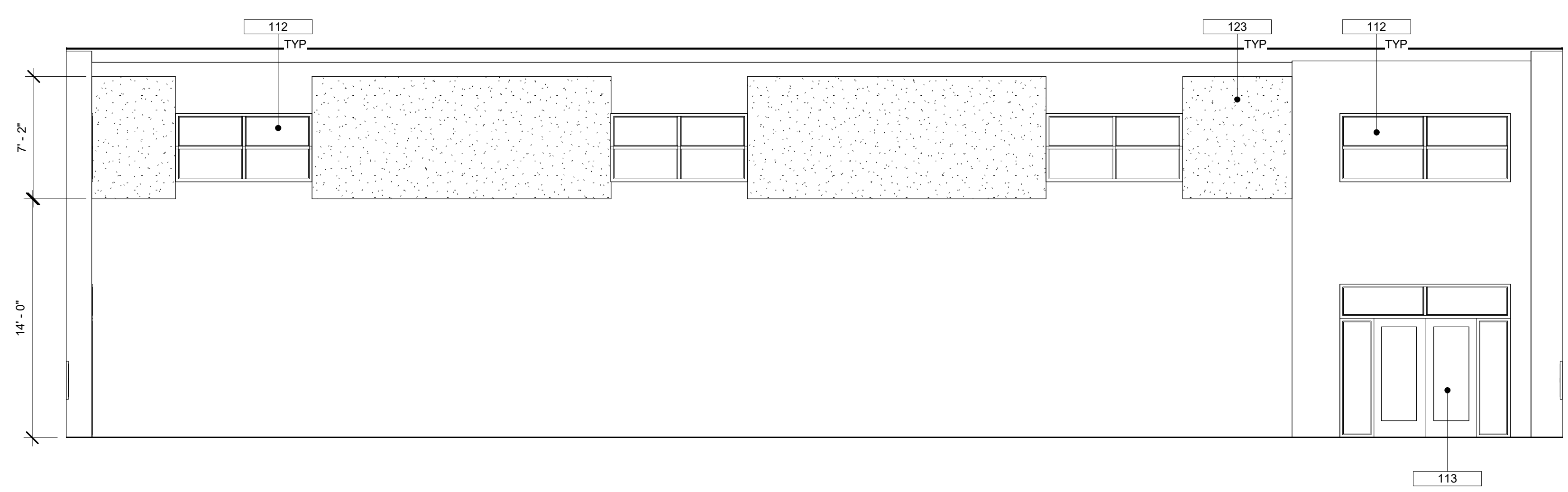
2-113 UNISEX RR - SOUTH 1/4" = 1'-0" 5



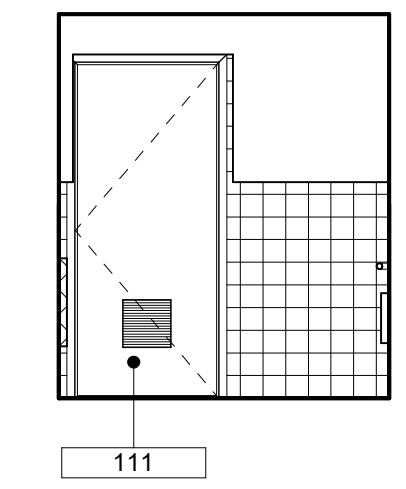
2-101 MULTIPURPOSE ROOM - SOUTH 3/16" = 1'-0" 1



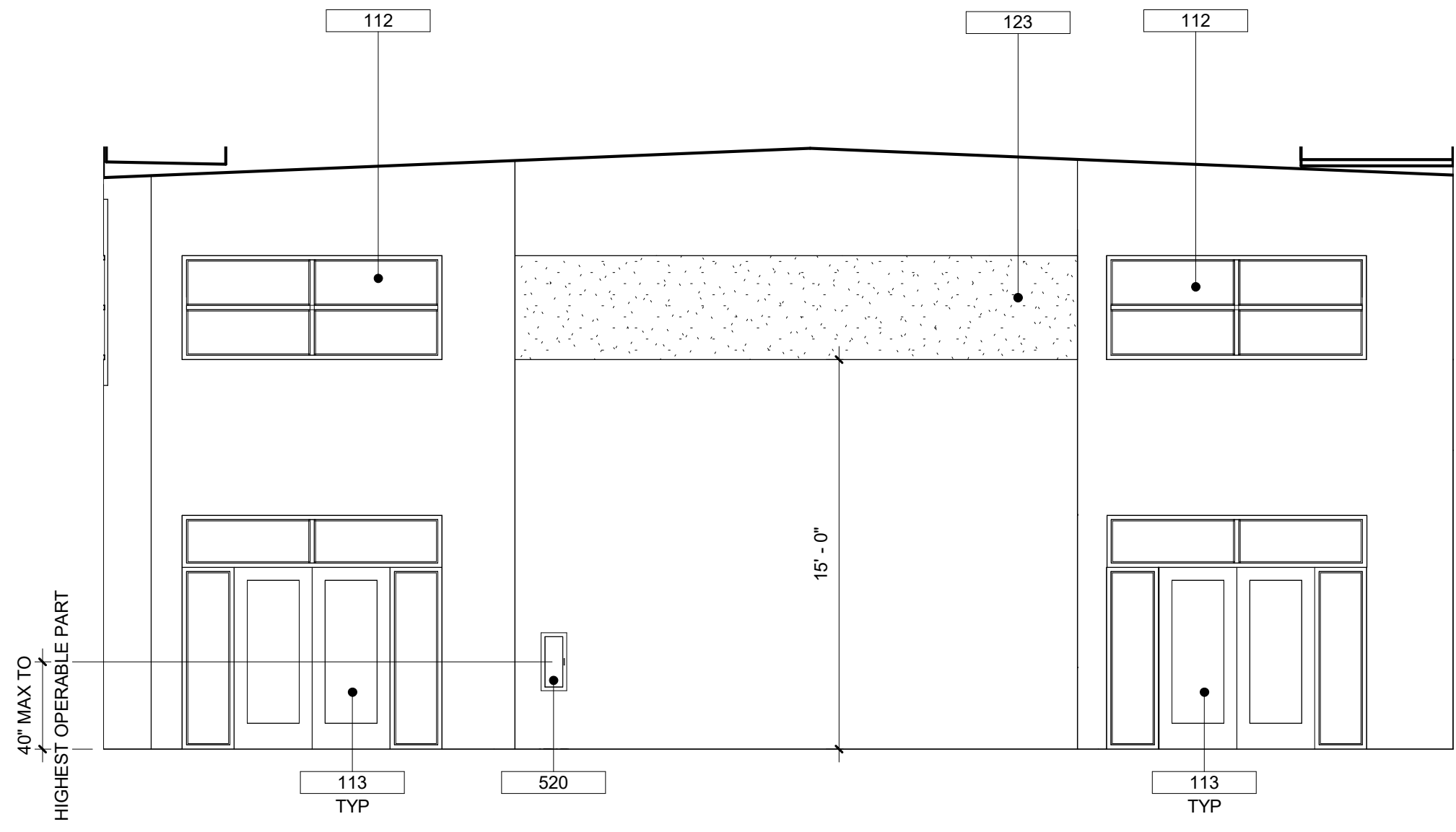
2-113 UNISEX RR - WEST 1/4" = 1'-0" 6



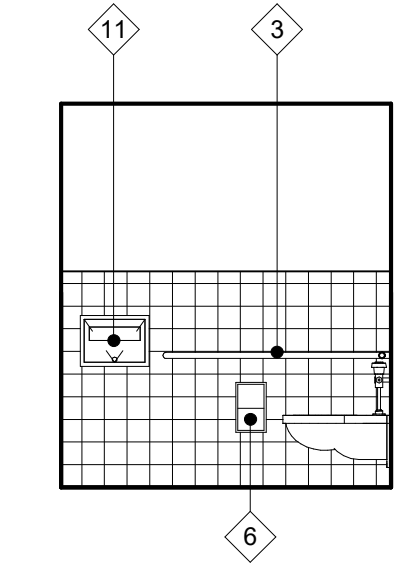
2-101 MULTIPURPOSE ROOM - WEST 3/16" = 1'-0" 2



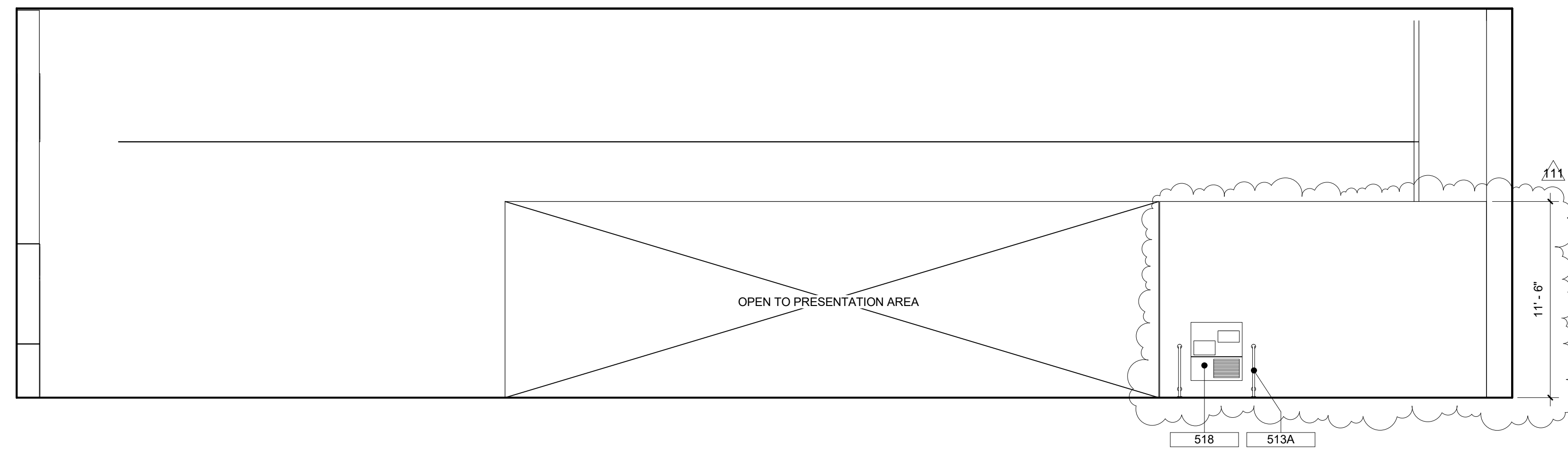
2-113 UNISEX RR - NORTH 1/4" = 1'-0" 7



2-101 MULTIPURPOSE ROOM - NORTH 3/16" = 1'-0" 3



2-113 UNISEX RR - EAST 1/4" = 1'-0" 8

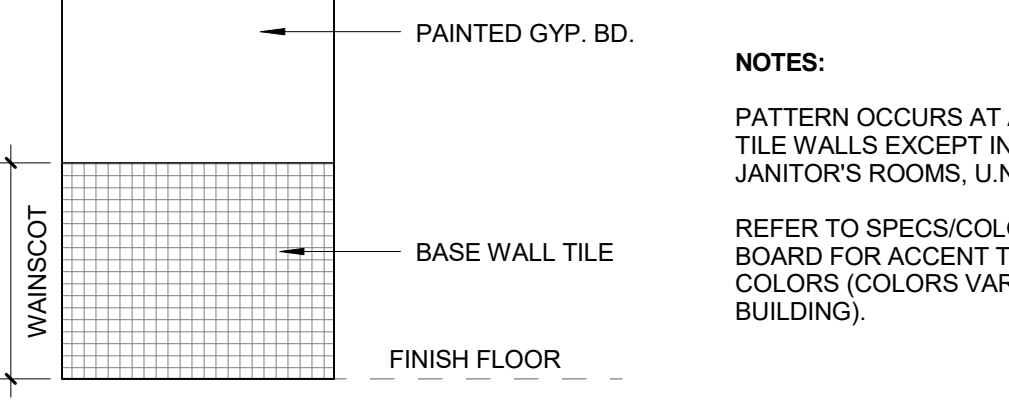


2-101 MULTIPURPOSE ROOM - EAST 3/16" = 1'-0" 4

?	DESCRIPTION
111	DOOR PER OPENING SCHEDULE
112	GLAZING PER OPENING SCHEDULE
113	STOREFRONT SYSTEM PER OPENING SCHEDULE AND SHEET A-62.3
123	2" THICK, 4'-0" HIGH TECTUM WALL PANELS PER SPECIFICATIONS. ATTACH TECTUM PANELS TO STUDS PER DETAIL 14A-64.2
513A	CANE RAIL PER 11/GEN-5
518	ACCESSIBLE HIGH AND LOW DRINKING FOUNTAIN PER PLUMBING DRAWINGS AND 6/GEN-4
520	SEMI-RECESSED FIRE EXTINGUISHER CABINET (W/ EXTINGUISHER (20A:120B:C). SEE DETAIL 11A-64.4, MIN. 30" X 48" CLR. FLOOR SPACE REQ'D AT EACH LOCATION

◇	FIXTURE
1	OVERHEAD BRACED PHENOLIC PARTITION, REF. SPECIFICATION
2	WALL-HUNG SOLID PHENOLIC URINAL SCREEN, 42" HIGH X 18" DEEP
3	1-1/4" DIA. STAINLESS STEEL GRAB BAR, 36" X 54", BOBRICK B-5837. REFER TO DETAIL 5/GEN-4 AND 9/GEN-4 FOR ATTACHMENT
4	SURFACE MOUNTED LIQUID SOAP DISPENSER, BOBRICK B-2111
5	RECESSED SANITARY NAPKIN DISPOSAL AND TOILET TISSUE DISPENSER, BOBRICK B-3054
6	RECESSED TOILET TISSUE DISPENSER, BOBRICK B-3888
7	PARTITION-MOUNTED SEAT COVER DISPENSER, SANITARY NAPKIN DISPOSAL AND TOILET TISSUE DISPENSER, BOBRICK B-357
8	PARTITION-MOUNTED SEAT-COVER AND TOILET TISSUE DISPENSER, BOBRICK B-347
9	RECESSED PAPER TOWEL DISPENSER AND TRASH RECEPTACLE, BOBRICK B-3944
10	24" X 36" FRAMED MIRROR, BOBRICK B-290 2436
11	RECESSED TOILET SEAT-COVER DISPENSER, BOBRICK B-301
12	RECESSED SANITARY NAPKIN DISPOSAL AND TOILET TISSUE DISPENSER, BOBRICK B-3054
13	SHELF WITH MOP AND BROOM HOLDERS, BOBRICK B-239 X 34
14	HAND DRYER, BRADLEY AERIX 2902-287400
15	WASH FOUNTAIN PER PLUMBING AND DETAIL 8/GEN-4

RESTROOM ACCESSORY LEGEND

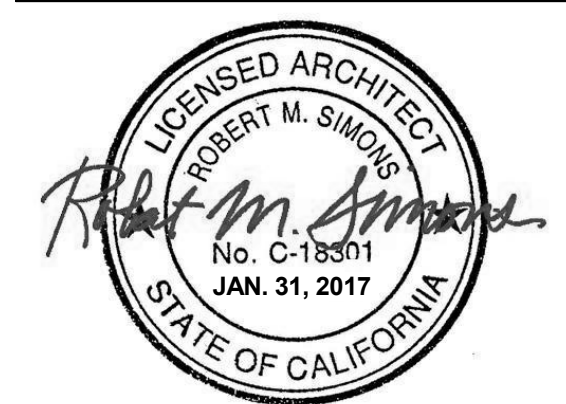


TILE WALL PATTERN

REFER SHEET GEN-4 FOR ACCESSIBLE MOUNTING HEIGHTS FOR ALL FIXTURES & ACCESSORIES (ALL LAVATORIES ARE MOUNTED AT ACCESSIBLE HEIGHT, TYP.).

SHEET NOTES

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



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 A# 03-116407

AC _____ FLS _____ SS _____
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REVISIONS:	DESCRIPTION	DATE
11	RFI 111	8/11/17

DATE ISSUED: APR. 08, 2016

PROJECT NO: 1340159-Bldg 2

SCALE: As indicated

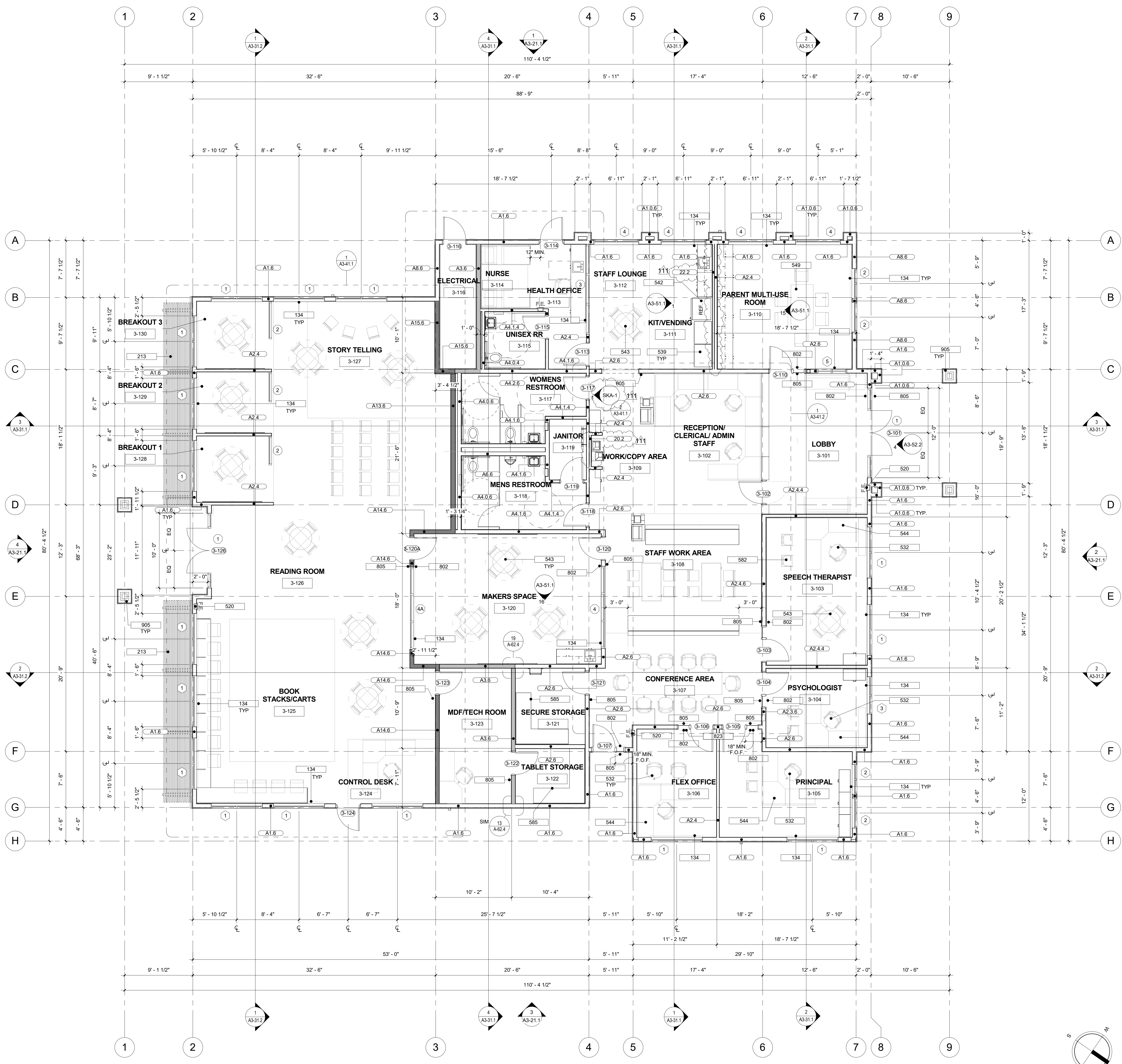
SHEET NUMBER: **A2-51.1**

SHEET TITLE: _____

MPR - BUILDING 2 - INTERIOR ELEVATIONS



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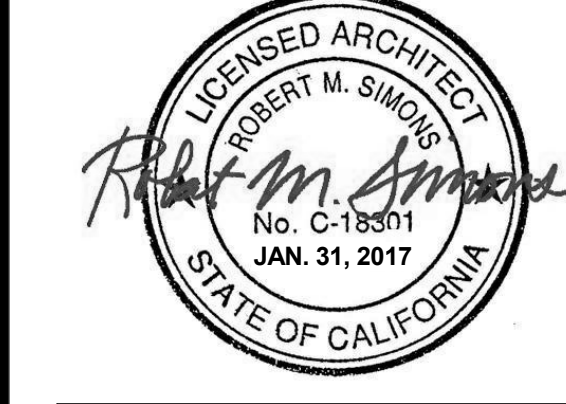
?	DESCRIPTION
134	WINDOW SHADES PER SPECIFICATIONS
213	SUN SHADE AT ADMIN BUILDING PER DETAIL 1/A-64.6
520	SEMI-RECESSED FIRE EXTINGUISHER CABINET W/ EXTINGUISHER (20A:120B:C) SEE DETAIL 1/A-64.4. MIN. 30" X 48" CLR. FLOOR SPACE REQ'D AT EACH LOCATION
532	'HON' ADMINISTRATIVE CHAIR, O.F.O.I.
539	VENDING MACHINES, N.I.C.
542	REFRIGERATOR, N.I.C.
543	36" ROUND TABLE WITH 4 CHAIRS, O.F.O.I.
544	WORK STATION CUBICLE, O.F.O.I.
549	RECTANGULAR TABLE 36" X 60" WITH 4 CHAIRS, O.F.O.I.
582	STACKABLE CHAIRS, O.F.O.I.
585	PLASTIC LAMINATE COUNTERTOP, ANCHORAGE PER DETAIL 8/A-64.3
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
823	BLANK SIGN, PROVIDE WHERE SIGNS ARE ATTACHED TO GLAZING
905	COLUMN AND BASE PER DETAIL 3 & 4/A-64.4

KEYNOTE LEGEND

(1.4)	WALL TYPE ANNOTATION. SEE SHEET A-61.1 & A-61.2 FOR DETAILS
(A1.6)	WOOD STUD WALL PER SHEET A-61.1 & A-61.2
(A1.8)	WOOD STUD WALL - RATED PER SHEET 1, 3, 4 & 9 / A-61.1
(A1.9)	WOOD STUD WALL - OCCUPANCY SEPARATION PER SHEET A61.1 & A-61.2
(101)	NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A3-52.1
(X)	NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A3-52.2
(1)	STOREFRONT WINDOW, REFER TO A3-52.2
(F.E.)	PORTABLE FIRE EXTINGUISHER CABINET. SEE DETAIL 1/A-64.4

- FLOOR PLAN NOTES**
- ALL DIMENSIONS ARE TO CENTER LINE OF THE GRID LINES AND OR TO FACE OF STUDS U.N.O. FINISH FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB OR TOP OF INTERIOR PAVING, U.N.O. CEILING HEIGHT DIMENSIONS ARE TO FINISH SURFACES U.N.O. ALL WALLS FULL HEIGHT U.N.O.
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OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA 93033



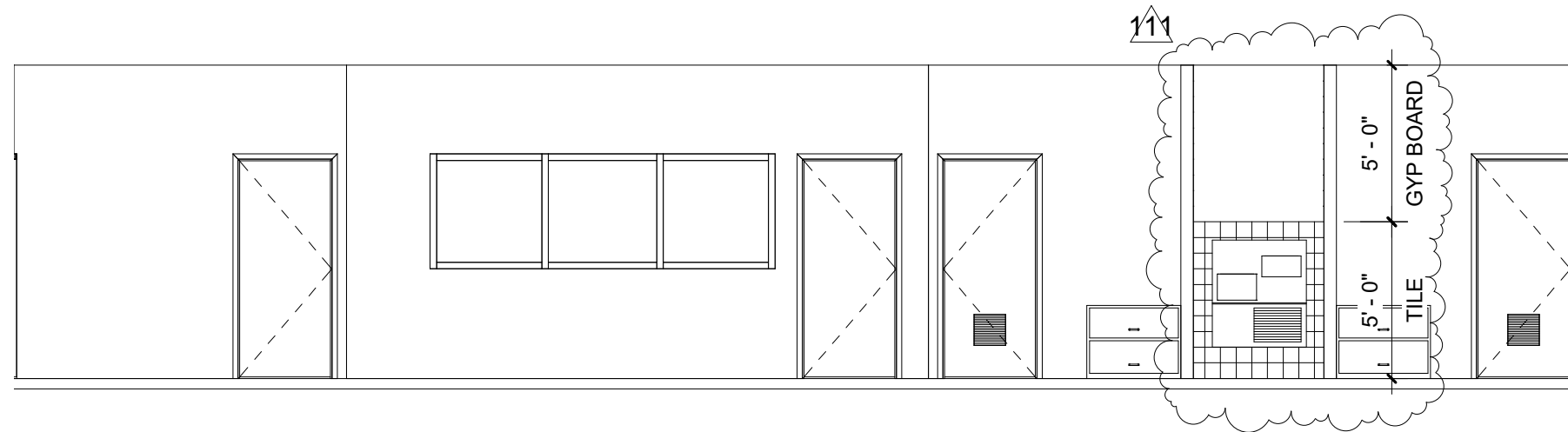
IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 A# 03-116407
 AC FLS SS
 DATE

REVISIONS:

NO.	DESCRIPTION	DATE
111	RFI 111	8/11/17

DATE ISSUED: 01/08/16
 PROJECT NO: 1340159-Bldg 3
 SCALE: As indicated
 SHEET NUMBER: **A3-11.1**
 SHEET TITLE:





DESCRIPTION:
INTERIOR ELEVATIONS

DRAWING REFERENCE:
A3-11.1

ASK #:
SKA-1

PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL

ISSUE REFERENCE:
RFI 111

DATE
08/11/17
SCALE
3/16" = 1'-0"
DRAWN BY
Author



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# 03-116407

AC FLS SS

DATE

REVISIONS:

NO.	DESCRIPTION	DATE
110	RFI 110	8/4/17
111	RFI 111	8/11/17

DATE ISSUED: 01/08/16

PROJECT NO: 1340159

SCALE: 3" = 1'-0"

SHEET NUMBER: A-61.2

SHEET TITLE:

WALL TYPES -
 WOOD FRAMING



THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SVA ARCHITECTS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN CONSENT OF SVA ARCHITECTS, INC. ALL RIGHTS RESERVED. 10/2009/0014

(A13) FIRE WALL AT ADMIN							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
13.4	2X4	-	16" O.C.	6"	-	13/-	-
13.6	2X6	-	16" O.C.	8"	-	13/-	-

(A14) FIRE WALL AT ADMIN 2							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
14.4	2X4	-	16" O.C.	5"	14'-0"	14/-	-
14.6	2X6	-	16" O.C.	7"	20'-0"	14/-	-

(A15) FIRE WALL AT ADMIN - STAGGERED STUDS							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
15.4	2X4	-	16" O.C.	6 3/4"	14'-0"	15/-	-
15.6	2X6	-	16" O.C.	8 3/4"	20'-0"	15/-	-

(A16) EXTERIOR WALL FINISH (BOTH SIDES)							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
16.4	2X4	-	16" O.C.	6 1/4"	-	16/-	-
16.6	2X6	-	16" O.C.	8 1/4"	-	16/-	RATED AT BLDG 1

(A17) TYPICAL EXTERIOR PLASTER POP-OUT WALL							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
17.4	2X4	-	16" O.C.	4 7/8"	-	17/-	-
17.6	2X6	-	16" O.C.	6 7/8"	-	17/-	-

(A18) TYPICAL ELEVATOR WALL - ONE HOUR							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
18.6	2X6	-	12" O.C.	6 3/4"	-	18/-	-

(A19) TYPICAL SHAFT WALL - ONE HOUR							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
19.2	2-1/2"	CH STUD	24" O.C.	3 1/8"	-	19/-	-

(A20) TYPICAL FURRED WALL - TILE							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
20.2	2 1/2"	16 GA.	16" O.C.	4"	-	20/-	-

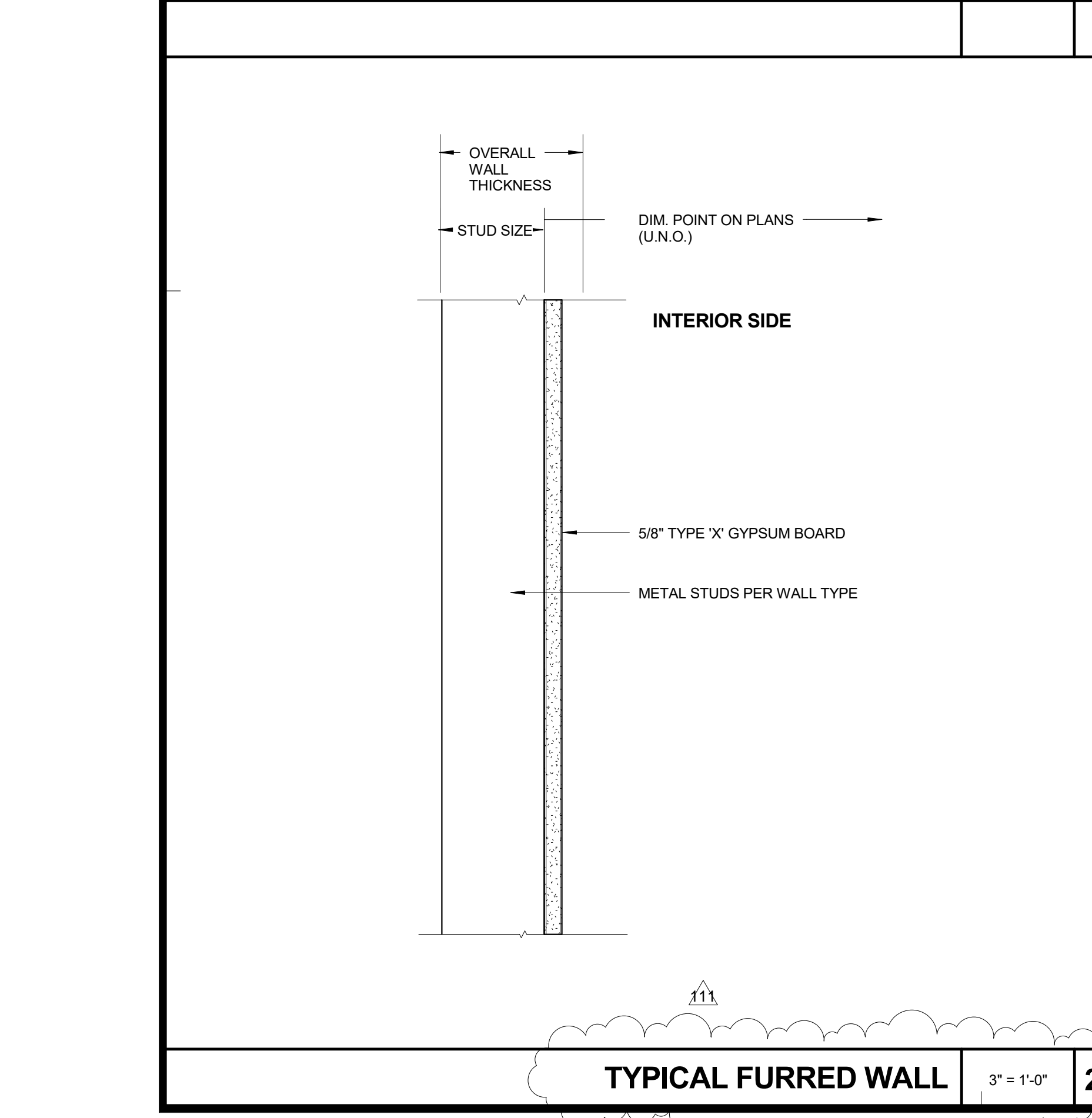
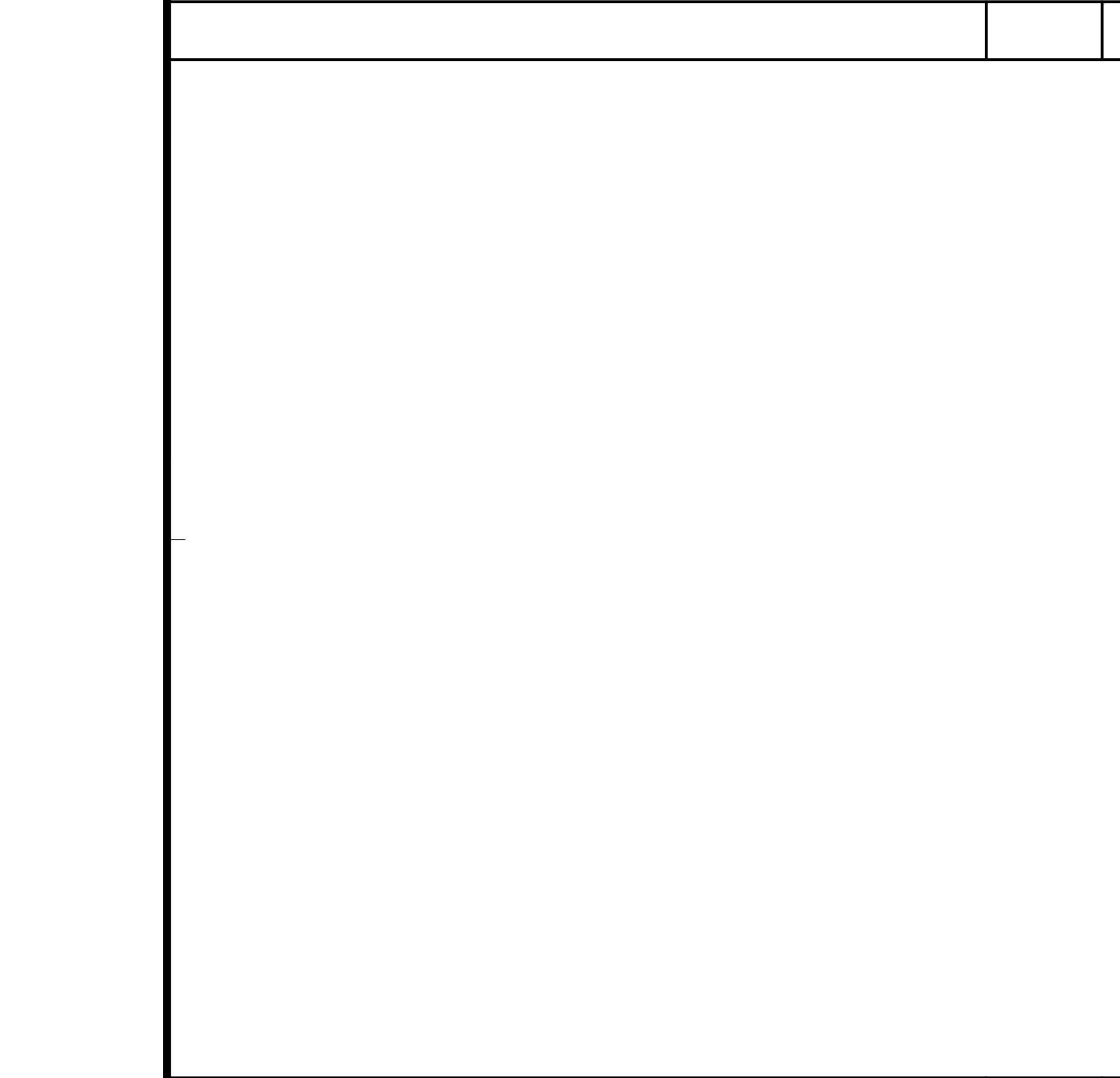
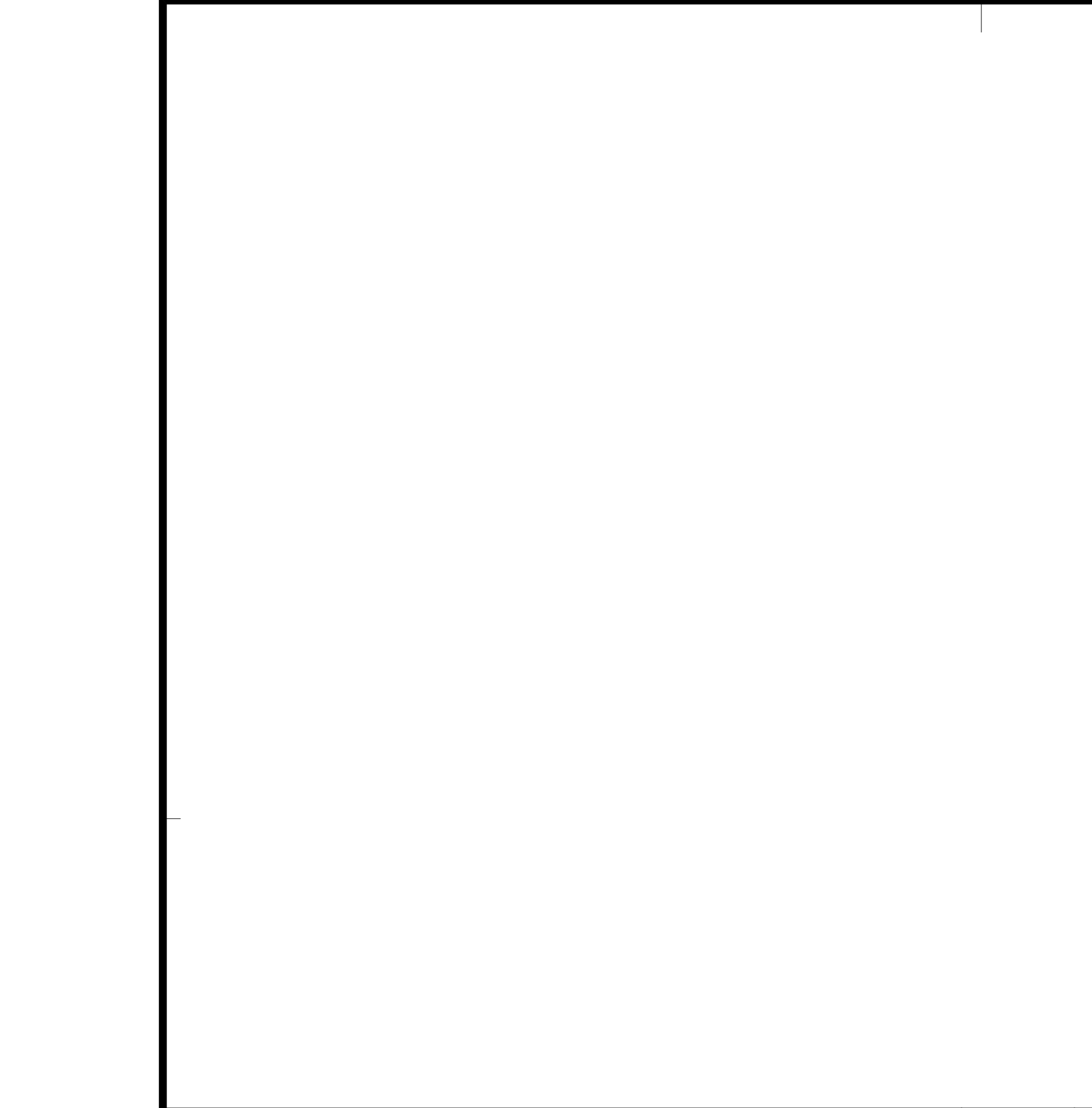
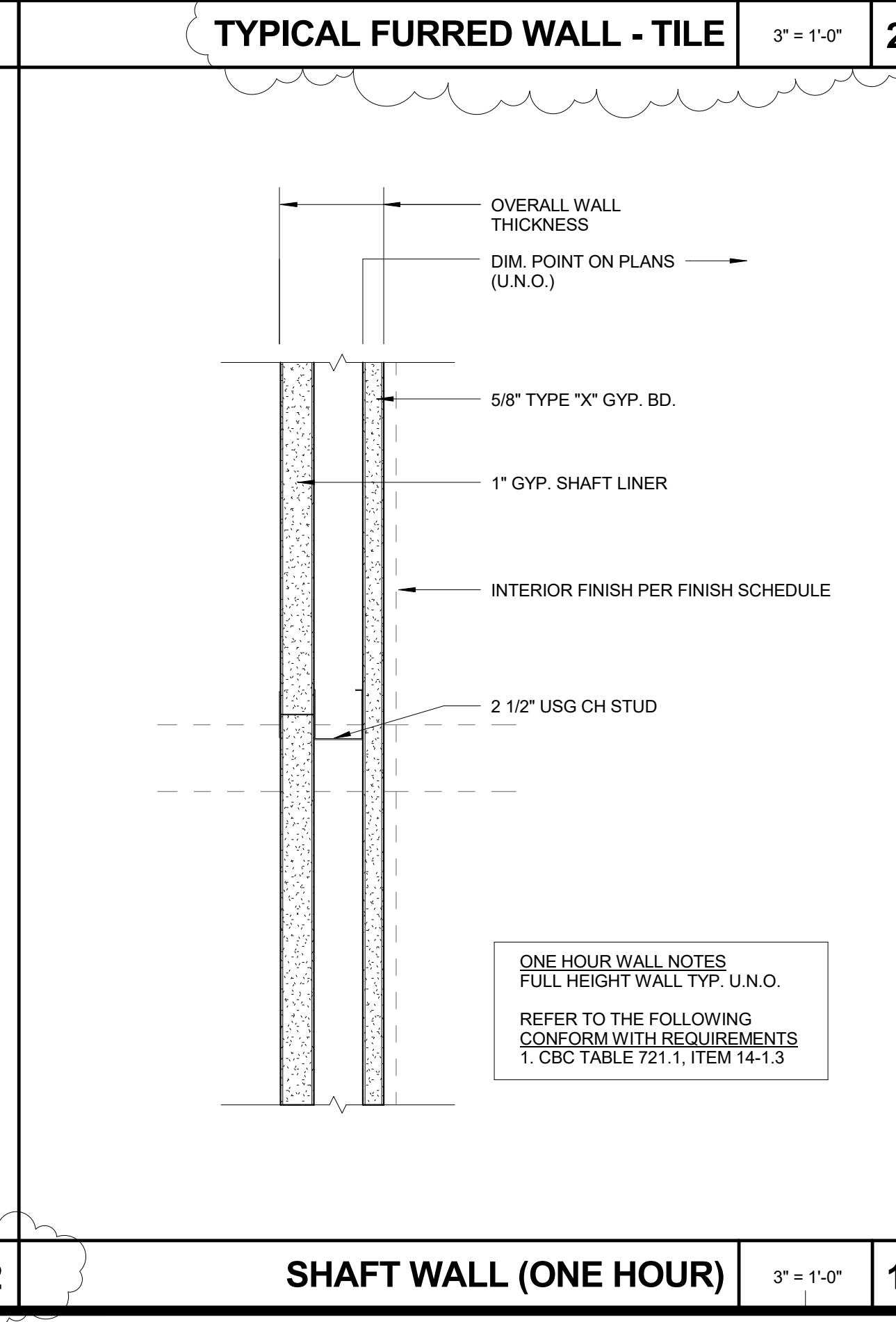
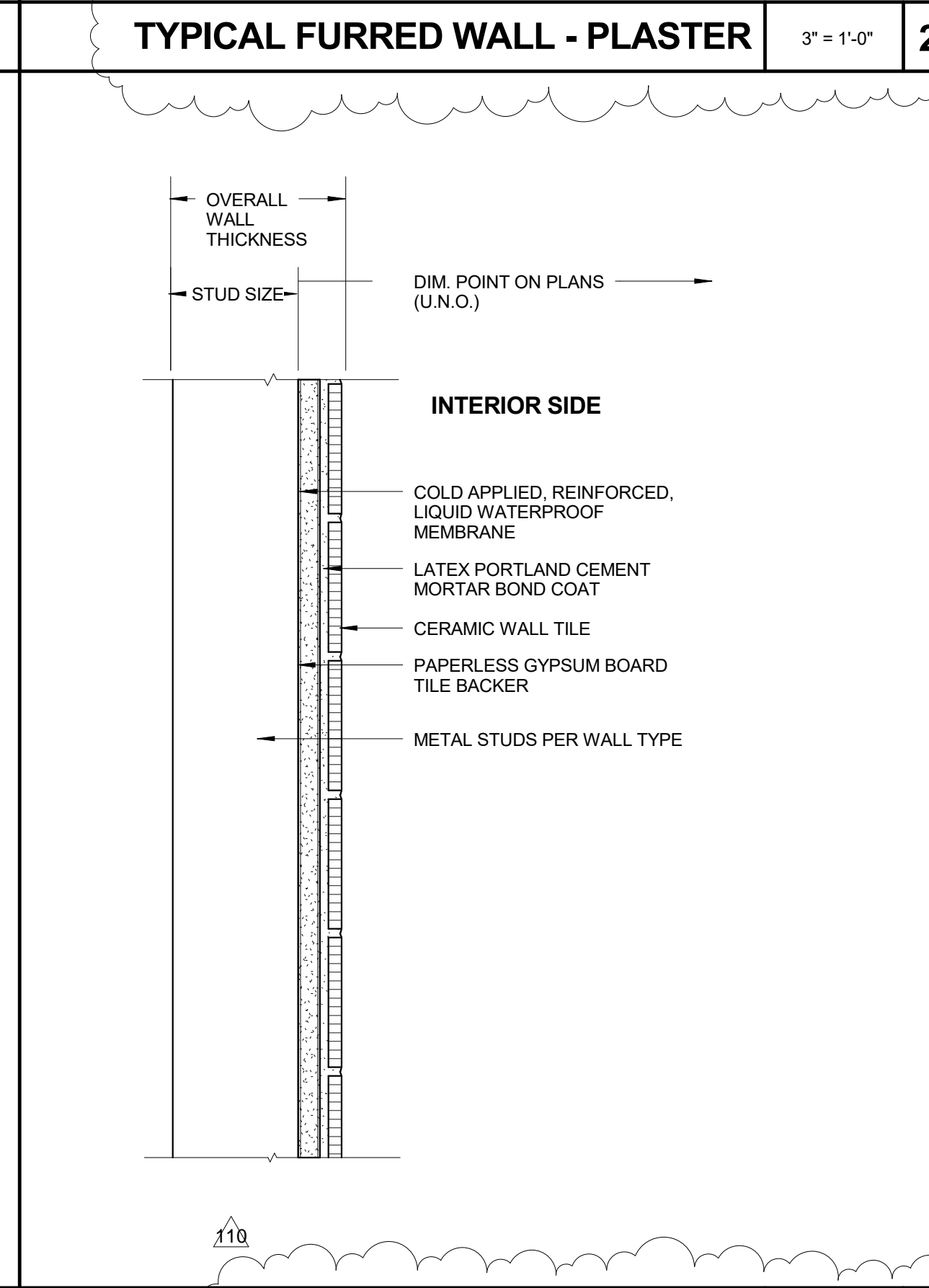
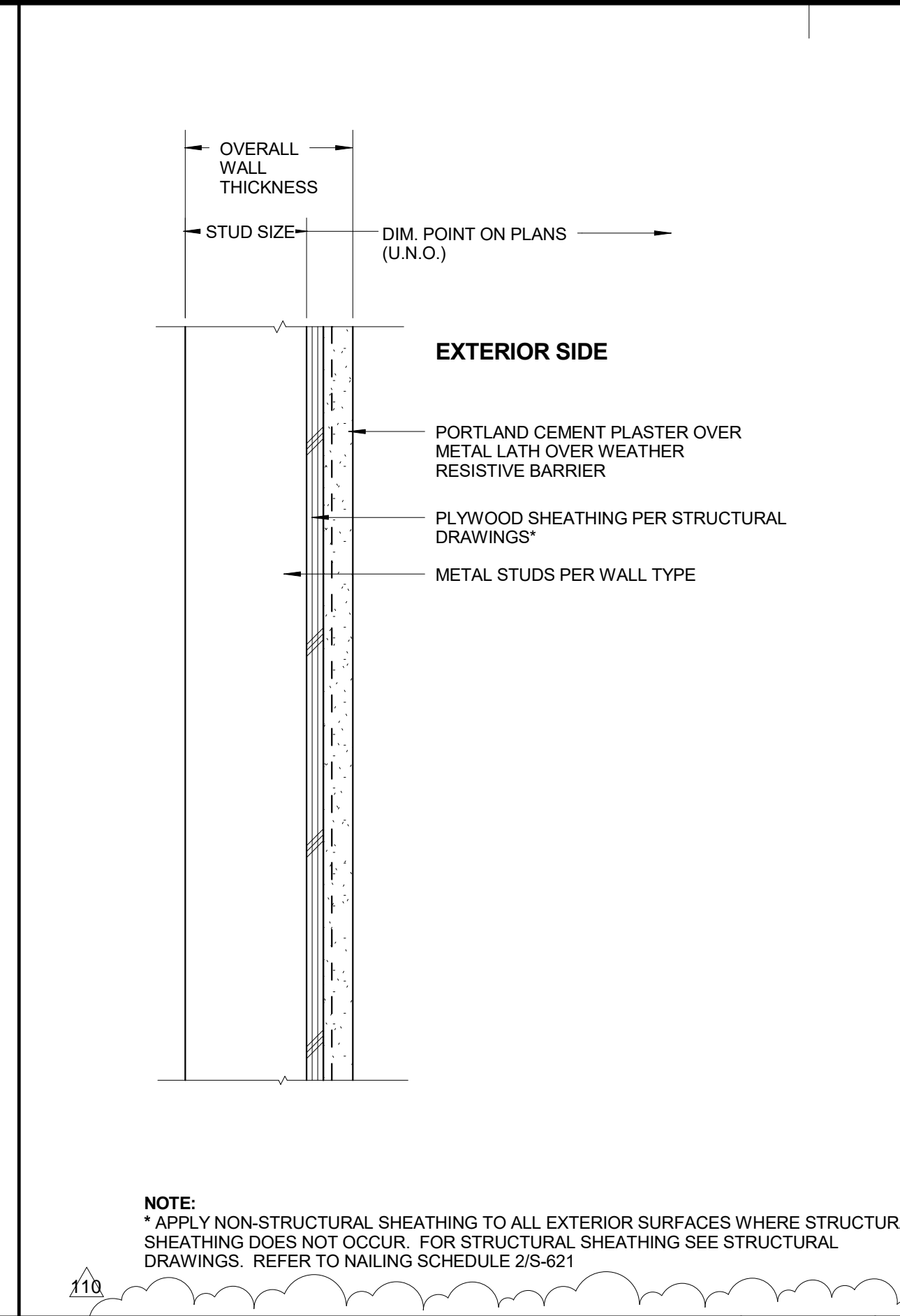
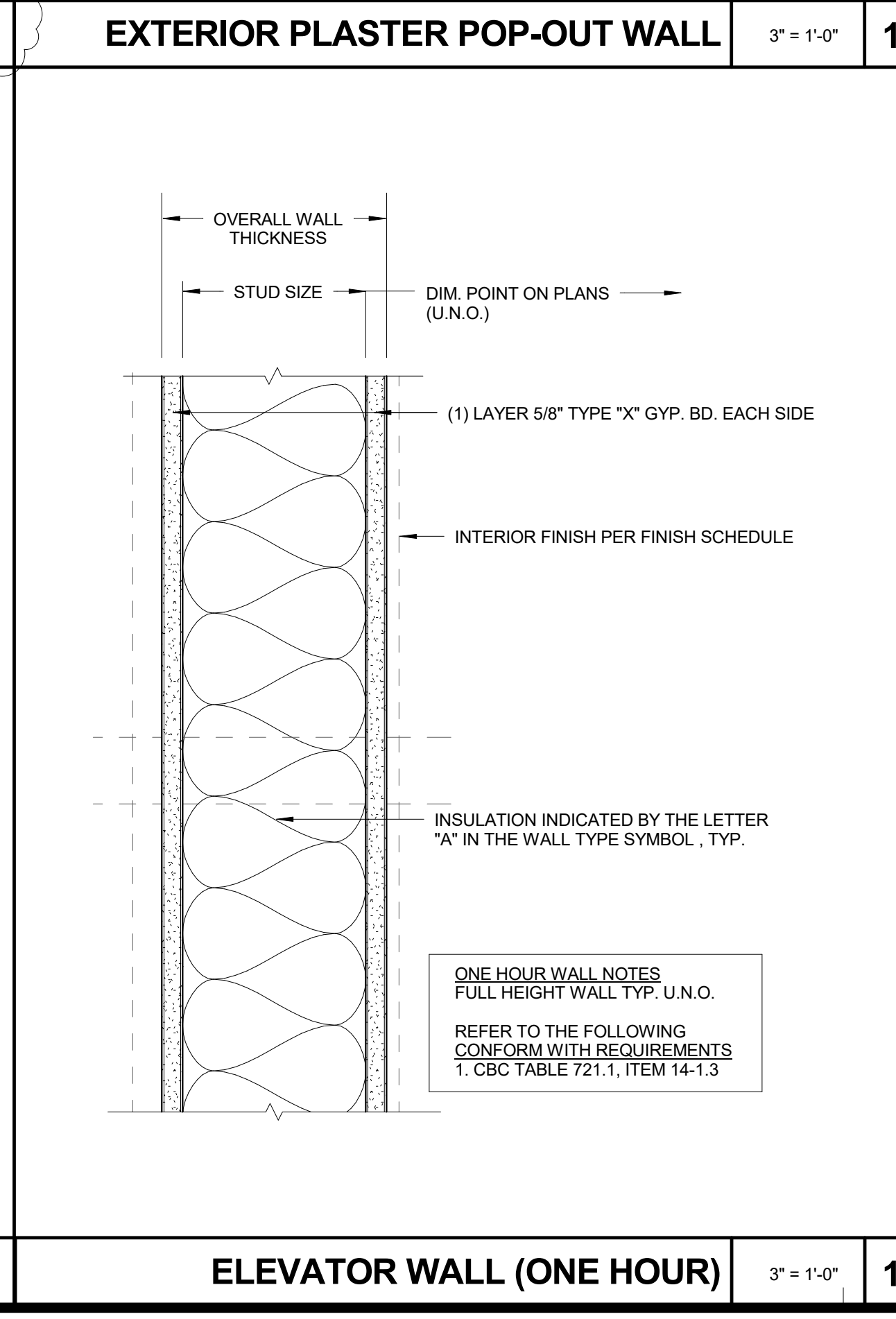
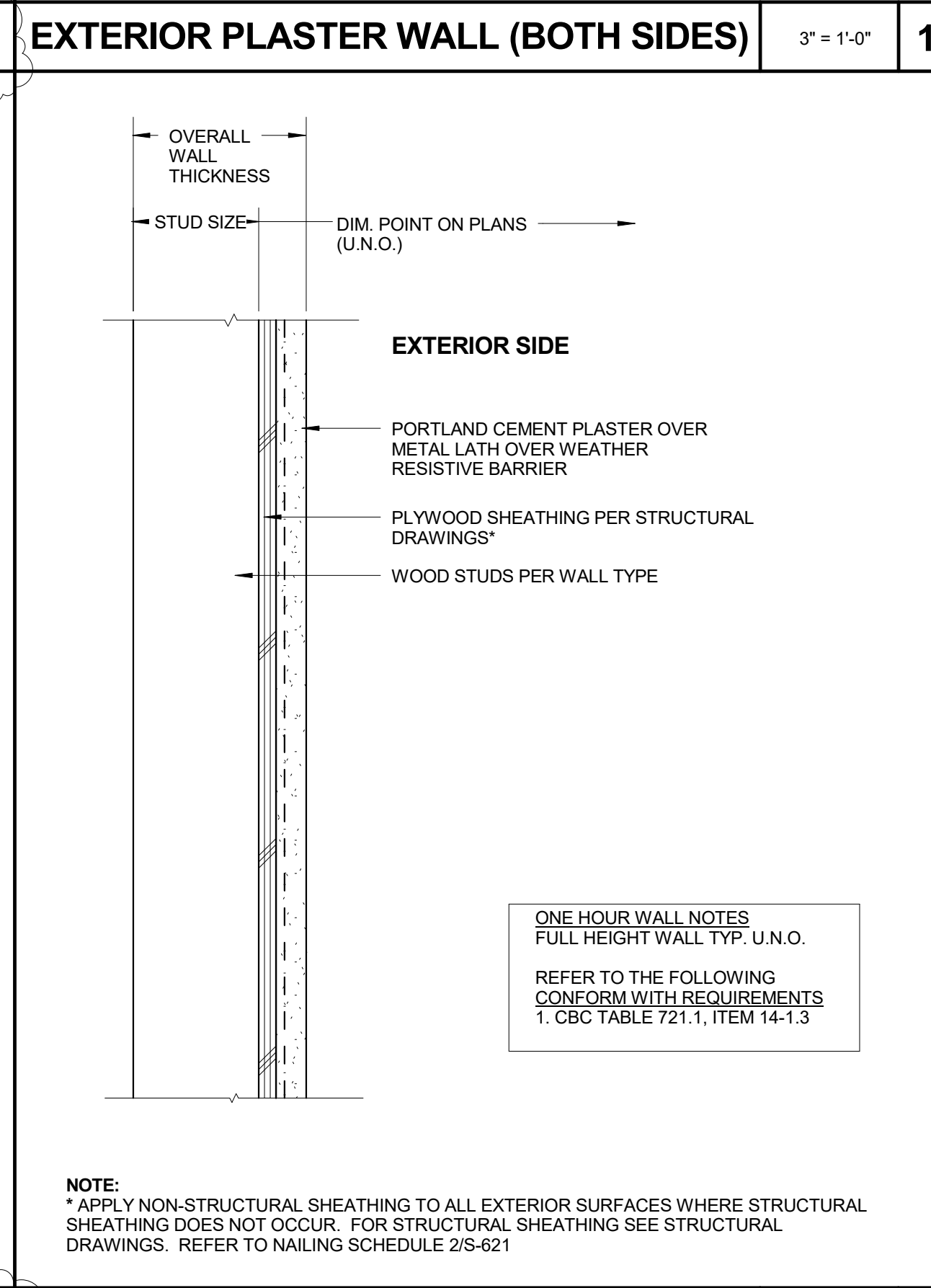
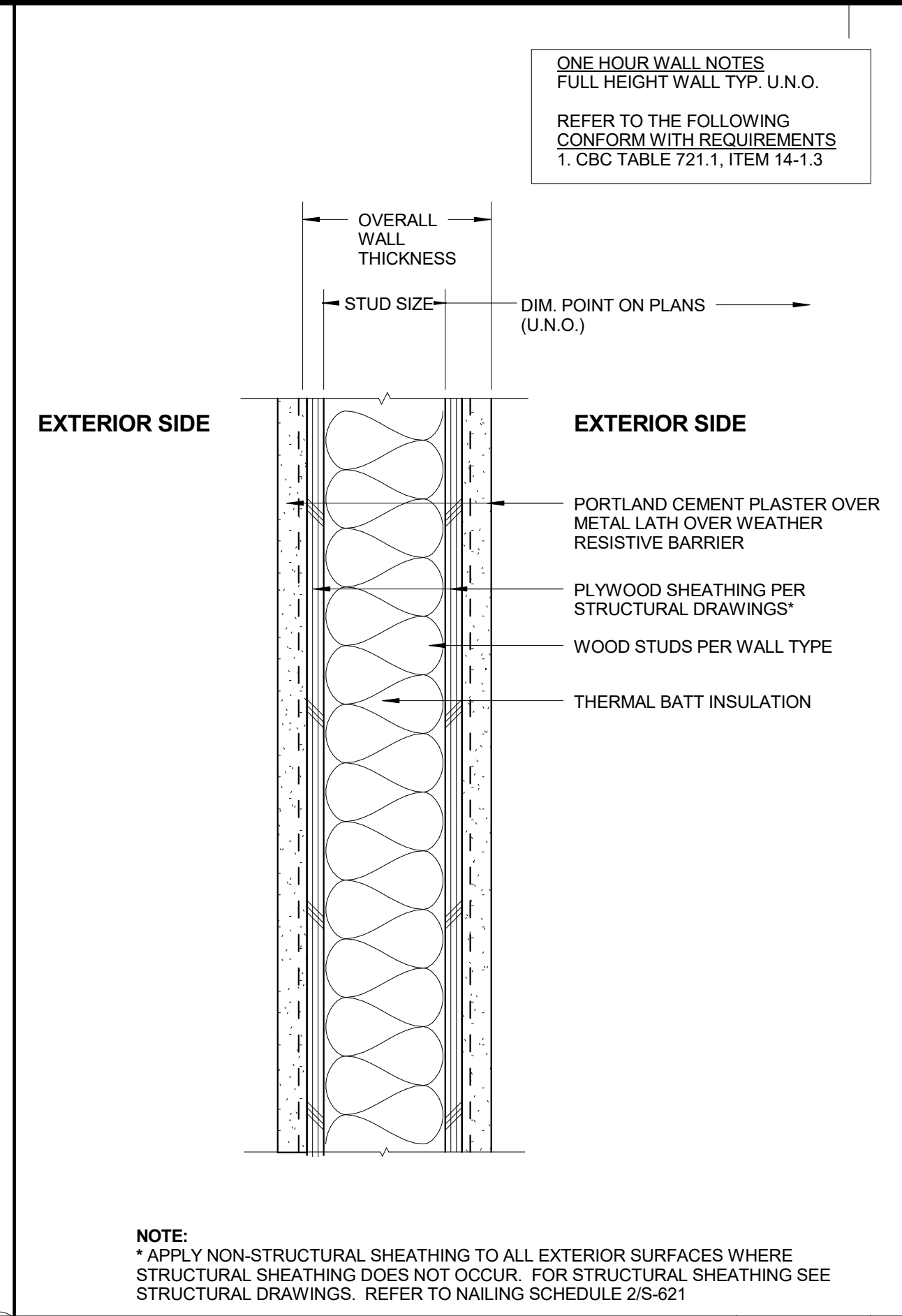
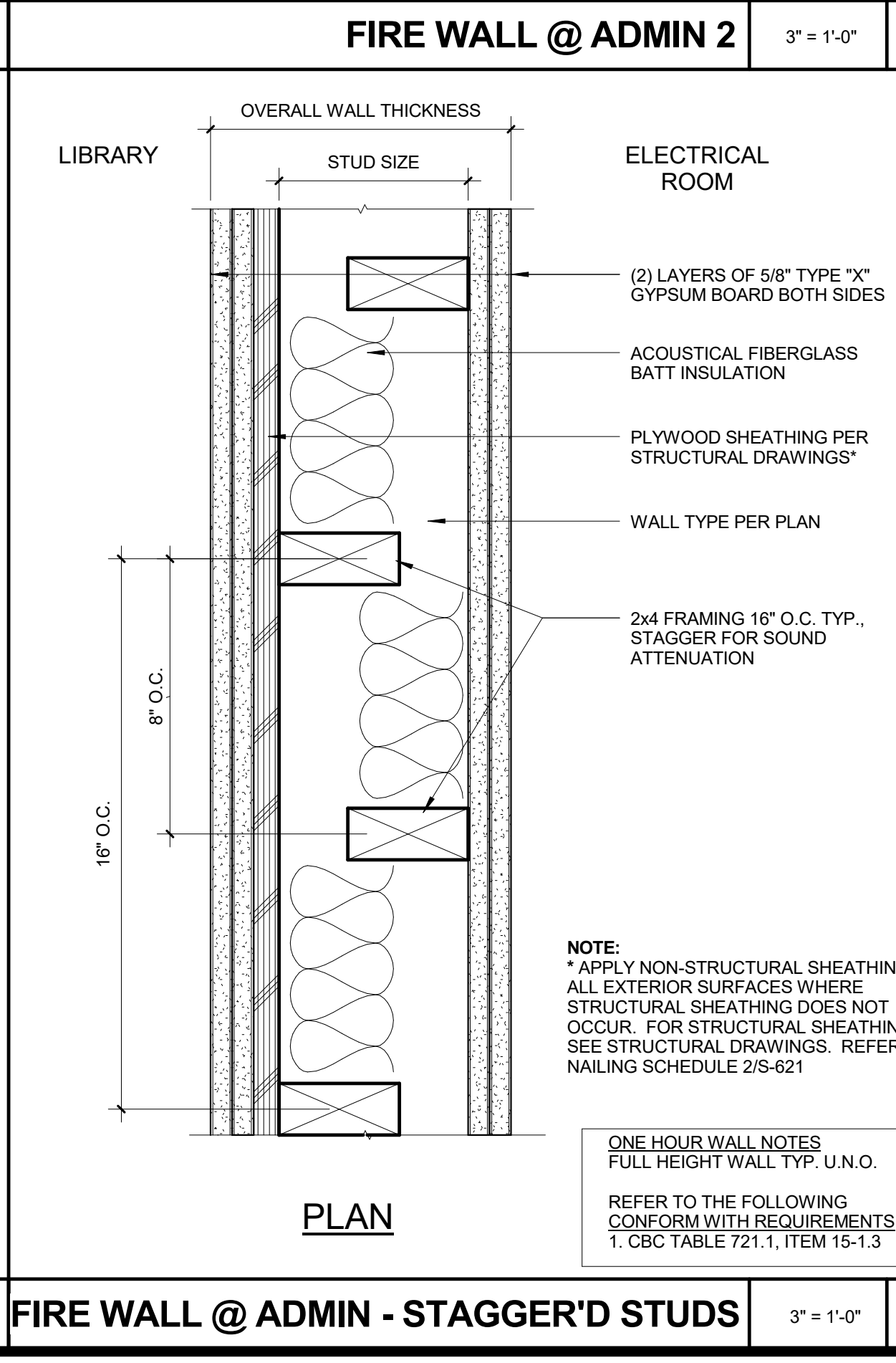
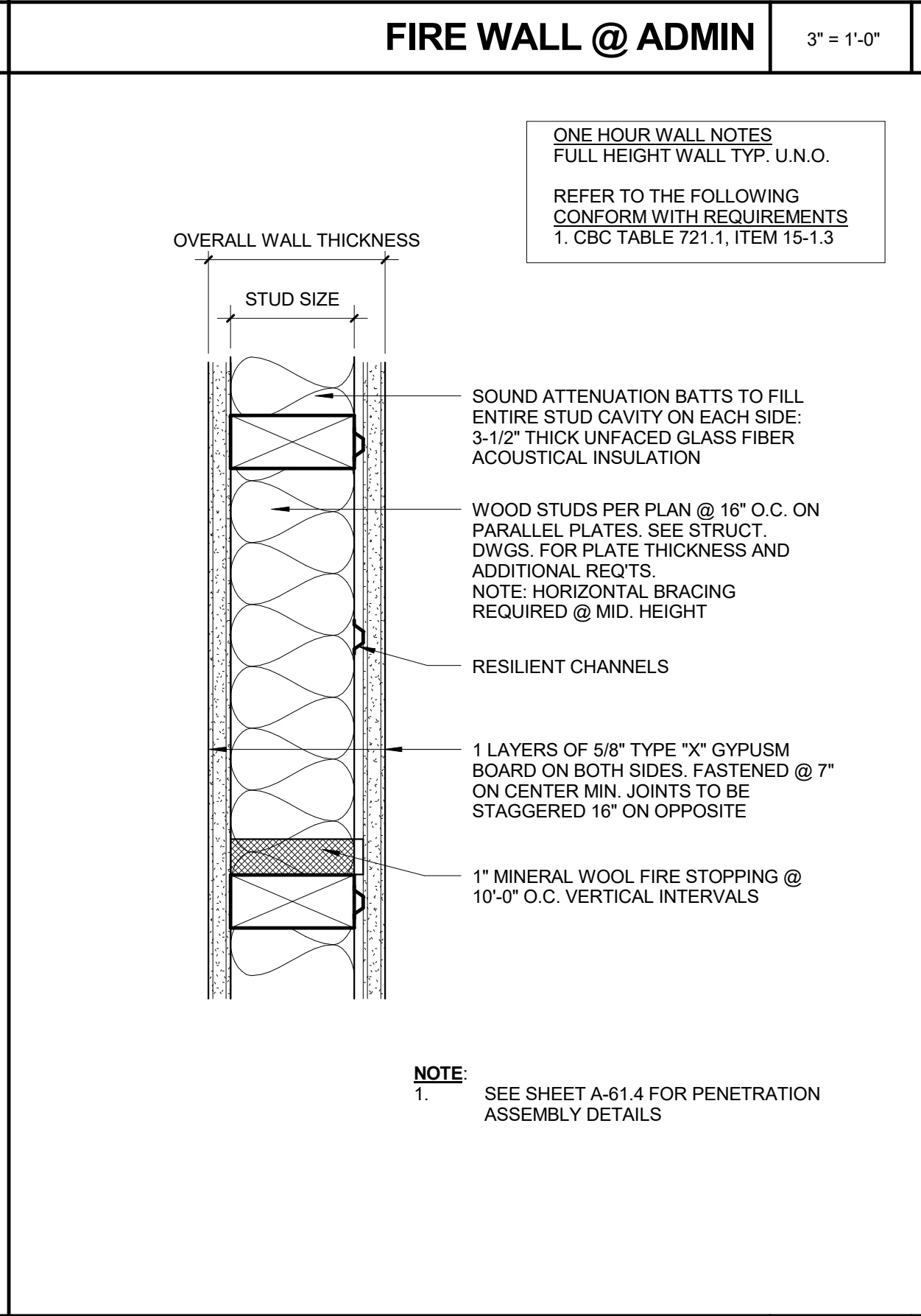
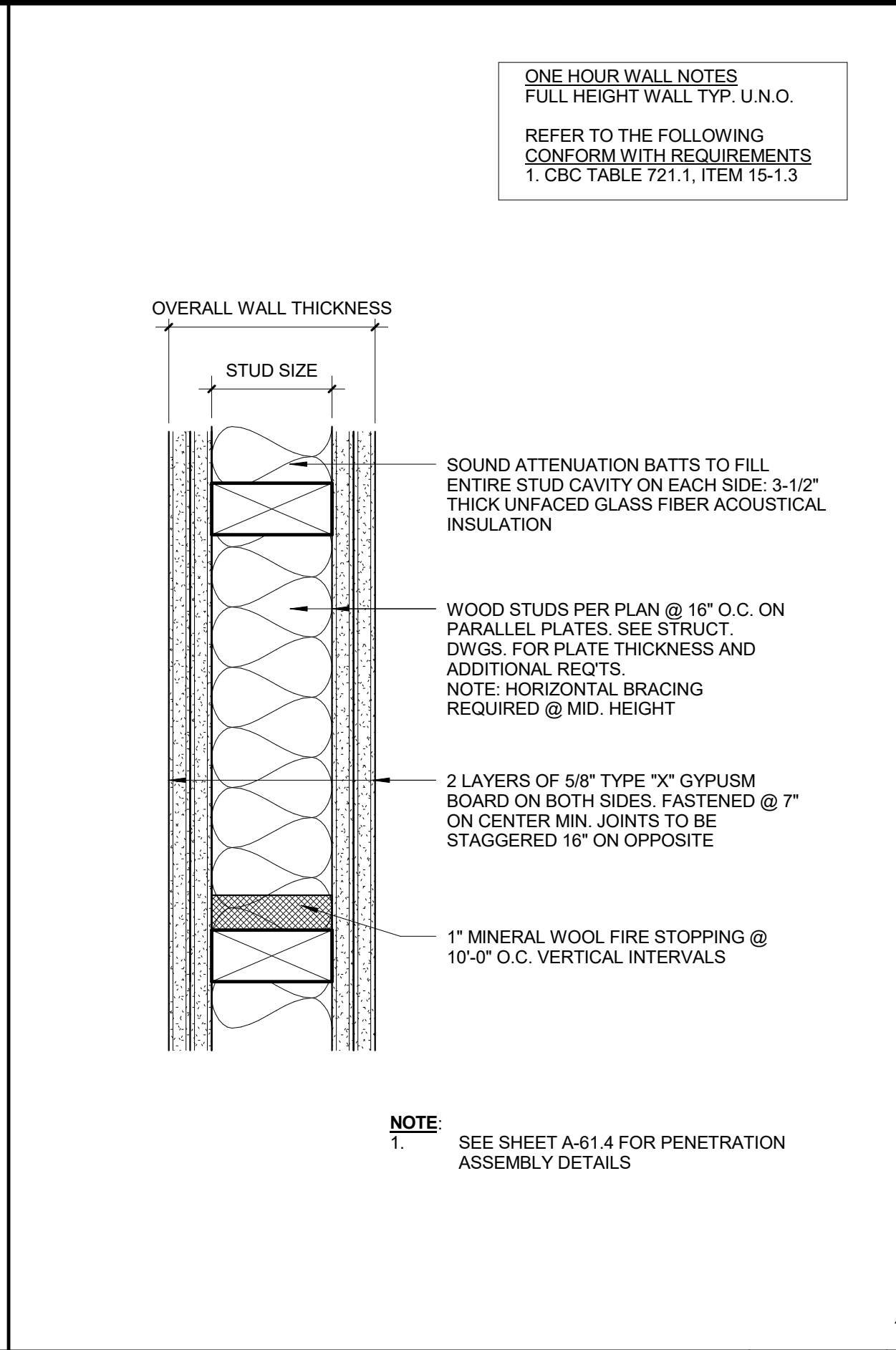
(A21) TYPICAL FURRED WALL - PLASTER							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
21.2	2 1/2"	18 GA.	16" O.C.	4"	-	21/-	-

(A22) TYPICAL FURRED WALL							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
22.2	2 1/2"	16 GA.	16" O.C.	4"	-	22/-	-

(A23) TYPICAL FURRED WALL - TILE							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
23.2	2 1/2"	16 GA.	16" O.C.	4"	-	23/-	-

(A24) TYPICAL FURRED WALL - PLASTER							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
24.2	2 1/2"	18 GA.	16" O.C.	4"	-	24/-	-

WALL TYPE GENERAL NOTES							
1. PROVIDE ADDITIONAL WALL BRACING AND / OR BRIDGING AS MAY BE REQUIRED FOR HEIGHT OF WALL. REFER TO STRUCTURAL DRAWINGS.							
2. ALL SHAFT WALLS SHALL BE FULL HEIGHT UNLESS NOTED OTHERWISE.							
3. ALL WALLS SHALL BE FULL HEIGHT U.N.O. SEE DETAIL 6/A-61.3							
4. WHERE NOTED EXTEND WALLS 6" ABOVE FINISH CEILING. SEE DETAIL 7/A-61.3							
5. ALL FIRE RATED WALLS SHALL TERMINATE AT STRUCTURE ABOVE UNLESS NOTED OTHERWISE. ALL FIRE RATED WALLS SHALL COMPLY WITH CBC CHAPTER 7							
6. REFER TO SPECIFICATION DIVISIONS 22, 23 AND 26 FOR HVAC, PLUMBING, AND ELECTRICAL PENETRATION OF WALLS.							
7. 2 1/2" X 14 GA. STUDS TO HAVE 1 3/8" FLANGE.							
8. ALL STUD GAUGE AND SPACING TO BE MAINTAINED OR ADJUSTED TO MANUFACTURER'S DESIGN CRITERIA WHOEVER IS MORE RESTRICTIVE. ALL LIMITING HEIGHTS ARE BASED ON SSM (STEEL STUD MANUFACTURERS ASSOCIATION) SYSTEM. THE ALLOWABLE DEFLECTION FOR STUD WALLS SHALL BE: L/360 - FOR EXTERNAL WALLS L/240 - FOR INTERIOR WALLS WITH TILE OR WOOD PANEL FINISH L/240 - ALL OTHER INTERIOR WALLS							
9. CONTRACTOR USING AN APPROVED EQUAL PRODUCT MUST SUBMIT FOR ARCHITECTS REVIEW A WALL TYPE SHEET. THIS SUBMITTAL TO INDICATE PROPER STUD GAUGE NO SPACING PER THE SPAN CAPACITY OF THE SUBSTITUTED PRODUCT. AT NO TIME SHOULD THE STUD GAUGE OR SPACING BE LESS THAN WHAT IS SHOWN ON HIS SHEET. CONTRACTOR TO FIELD VERIFY ALL CONDITIONS FOR SPECIFIC FURRED OUT WALLS PER PLAN AND DETAILS.							
10. REFER TO BUILDING PLANS FOR EACH BUILDING FOR LOCATION OF RATED WALLS AND REFER TO SHEET A-61.3 FOR HEAD OF WALL CONDITION OF ALL RATED WALLS.							
11. AT TILED WALLS, STOP TILE AND BACKER BOARD AT CEILING, PROVIDE 5/8" TYPE "X" GYP. BD. FOR REMAINING HEIGHT OF WALL.							
12. CONTRACTOR SHALL PROVIDE AND INSTALL ALL STIFFENERS, BRACING, BACKING PLATES, AND SUPPORTING BRACKETS REQUIRED FOR THE INSTALLATION OF ALL CASEWORK, STAIR RAILINGS, TOILET ACCESSORIES, PARTITIONS, AND ALL WALL MOUNTED OR SUSPENDED MECHANICAL, ELECTRICAL, PLUMBING, AUDIO VISUAL, THEATRICAL, AND ANY OTHER EQUIPMENT.							
WALL TYPE SYMBOL LEGEND NUMBER INDICATES WALL TYPE SEE SCHEDULE ABOVE "A" INDICATES WALL INSULATION IS REQUIRED. IF NOT NOTED, INSULATION IS NOT REQUIRED. "2.1A-PH" "PH" INDICATES PARTIAL HEIGHT WALL							



WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
22	2 1/2"	16 GA.	16" O.C.	4"	-	22/-	-

TYPICAL FURRED WALL - PLASTER							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
21	2 1/2"	18 GA.	16" O.C.	4"	-	21/-	-

TYPICAL FURRED WALL - TILE							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
20	2 1/2"	16 GA.	16" O.C.	4"	-	20/-	-

TYPICAL FURRED WALL							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
22	2 1/2"	16 GA.	16" O.C.	4"	-	22/-	-

TYPICAL FURRED WALL							
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
22	2 1/2"	16 GA.	16" O.C.	4"	-	22/-	-



CHANGE ORDER REQUEST

COR No. 274 R1

Date: 2/11/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Furr walls at rooms 4-110 and 4-108

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to fur walls in rooms 4-110 and 4-105 for backing for casework.	Abdellatif Enterprises Inc	1,744
Reason: Furred walls were added for backing. This is additional work not included in original scope.		
Requested By: SVA Architects		
Ref: RFI 410		
		Subtotal: 1,744
Contractual Costs		
Overhead 15%		262
		Subtotal: 262
Total Change Order Request Amount:		2,006

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



Change Order #

62

DATE: June 22, 2018

PROJECT: Elm Street Elementary School

Cost proposal associated with furr both sides for the north wall of rooms 4-110 and west wall of room 4-108

Description	Qty	Unit	Unit Price	Extension
1/2x4x8	8		\$ 24.35	\$ 194.80
Material Subtotal				\$ 194.80
Material Sales Tax			7.75%	\$ 15.10
CA Additional Lumber Assessment			1.0%	\$ 1.95
Freight				\$ -
Material Total				\$ 211.85
Equipment				\$ -
Labor	18	hour	\$ 72.48	\$ 1,304.64
Labor Foreman	0	hour	\$ -	\$ -
Subtotal				\$ 1,516.49
Profit & Overhead		15%		\$ 227.47
Change Order Total				\$ 1,743.96



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u>	Local Union No.: <u>409</u>
<u>Laguna Hills, CA 92653</u>	Classification: <u>Journeyman</u>
Telephone: <u>(949) 215-4790</u>	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$41.25	\$61.88	\$20.63	\$82.50	\$41.25
2.) F.I.C.A	0.077	\$3.58	\$5.16	\$1.58	\$6.74	\$3.16
3.) Federal Unemployment Tax	0.008	\$0.37	\$0.54	\$0.17	\$0.70	\$0.33
4.) State Unemployment Tax	0.062	\$2.90	\$4.18	\$1.28	\$5.46	\$2.56
5.) Health & Welfare Fund		\$7.10	\$7.10	\$0.00	\$7.10	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.00	\$4.00	\$0.00	\$4.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.60	\$1.60	\$0.00	\$1.60	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Workmen's Compensation		\$5.80	\$5.80	\$0.00	\$5.80	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.93
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 410

Project: Elm Elementary School Reconstruction Project

Date: 04-10-18

Discipline: Architectural

Subject: Rm 4-105 and 4-110 elevations

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A4-41.1	1	
A4-41.2	3	

QUESTION

Ref. A4-41.1 & A4-41.2

Please provide elevations for note 590, multi adjustable wall shelving unit per original plan in room 4-105 and room 4-110.

ANSWER

Response

See attached for elevation of shelving in workrooms 4-105 & 4-110

Tom Bardwell SVA Architects
4/23/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
ICI Architectural Millwork Inc	Marcela Hernandez	4/23/2018

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: Marcela Hernandez - ICI Architectural Millwork Inc - Author Number: 2

Submitted By: Gina Sierra - Bernards

RFI

Project Information	
Project #	760
Project Name	Elm Elementary
Address	450 E. Elm St.
City, State, Zip	Oxnard, CA
Country	

Issue			
Issue No.	02	References:	
Date	4/10/18	Drawing	A4.11.1
Subject:		Spec.	Kindergarten bldg. 4
		Location	
		Other	'A4-41.2

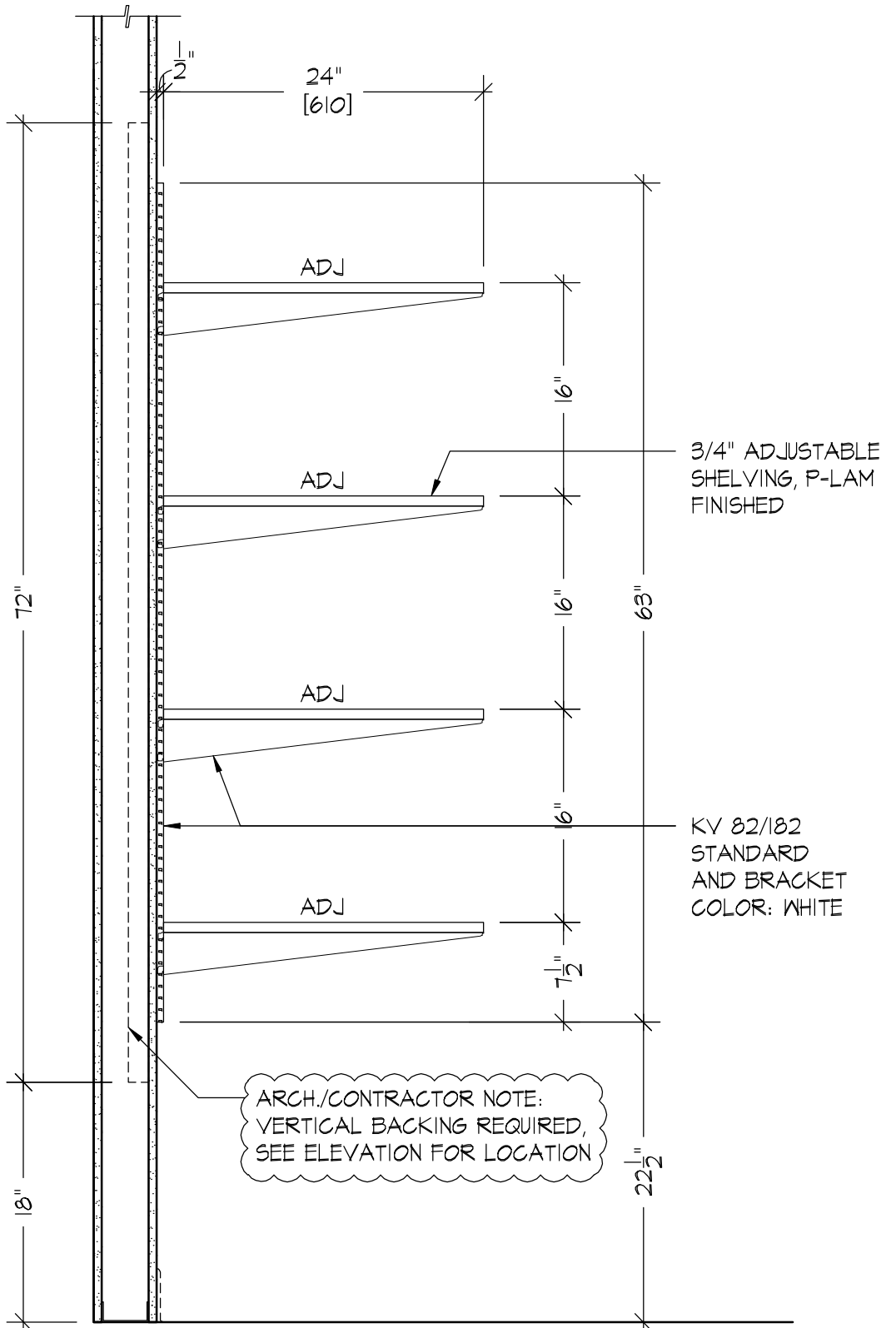
From	
Contact	
Company	ici ARCHITECTURAL MILLWORK, INC.
Address	6820 Brynhurst Ave.
City, State, Zip	Los Angeles, CA 90043
Country	
Phone	323.759.4993
Fax	323.759.4944

To	
Contact	Jaime Pace
Company	Bernards
Address	555 1 st Street
City, State, Zip	San Fernando, CA
Country	
Phone	818.898.1521
Fax	

Description

Per Bulletin #1: Room 4-105 & 4-110, architectural drawing does not show elevation for lower and upper casework. Please submit a set of elevation for ICI to complete shop drawing.

Resolution



ARCH. REF. N/A

ARCH NOTE

L

SECTION



CHANGE ORDER REQUEST

COR No. 297 R2

Date: 2/11/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 442 Rough In Admin TV

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add conduit, boxes, and homerun for TV in Administration Building	Taft Electric Co	1,965
Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: RFI 442		
		Subtotal:
		1,965
Contractual Costs		
Overhead 15%		295
		Subtotal:
		295
Total Change Order Request Amount:		2,260

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



CHANGE ORDER REQUEST

COR No. 297 R1

Date: 2/11/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 442 Rough In Admin TV

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add conduit, boxes, and homerun for TV in Administration Building	Taft Electric Co	3,929
Reason: Not shown on plans		
Requested By: SVA Architects		
Ref: RFI 442		
		Subtotal: 3,929
Contractual Costs		
Overhead 15%		589
		Subtotal: 589
Total Change Order Request Amount:		4,518

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



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2251 - Elm School
450 E Elm St,
Oxnard, California 93033
Phone: 805-654-7994

Change Order Request #032: Admin TV

TO:	Bernards 555 1st St San Fernando, California, 91340	FROM:	Taft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	032 / 0	CONTRACT:	1 - Elm School Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matt Gobuty (Taft Electric Company)
STATUS:	Pending - In Review	CREATED DATE:	6/27 /2018
REFERENCE:	RFI 442	FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$3,929.00

POTENTIAL CHANGE ORDER TITLE: Admin TV

CHANGE REASON: RFI Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

We are submitting the above cost for the additional work required as directed in RFI Response 442: Add TV To Admin Building. This includes rough in for all equipment, installation of the termination box and a new 120v 20A homerun.

This change proposal is based on the usual cost elements such as labor, materials and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays and or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal
This quote is valid for 30 calendar days from the above date. we reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

EXCLUSIONS

Providing or installing the TV, bracket or any related equipment.
Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
Any and all parts and labor not specifically listed above or within.
Any costs associated with the design, engineering (including wet stamps), or approval process.
Any access panels.

ATTACHMENTS:

Job ID: 2551 ELM SCHOOL COR
 Project: 2551 Elm School COR



Takeoff

Vendor: TAFT Labor Level: LABOR 1 29 Jun 2018 11:45:14

Region: COR 032 ADMIN TV

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
0.00					TEACHERS CENTER				
TITLE	1.00		M	1-1/4"	TELE/DATA 2G W/10' STUB	0.0000	0.00	0.0000	0.00
150123	1.00	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1-1/4KO	10.2652	10.27	0.3000	0.30
150138	1.00	EA	M	3/4"RISE 10.0-CI	2G 4-11/16" PLASTER-RING	6.0827	6.08	0.1500	0.15
140568	1.00	EA	M	TELE/DATA	2G STAINLESS STEEL PLATE	3.1789	3.18	0.1200	0.12
160722	1.00	EA	M	16"	WALL BOX HANGER + BRACKET	3.9238	3.92	0.0360	0.04
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
10049	10.00	FT	M	1 1/4	EMT	2.1747	21.75	0.0620	0.62
30219	2.00	EA	M	1 1/4	EMT STEEL COMP CONNECTOR	1.6677	3.34	0.2000	0.40
40174	2.00	EA	M	1 1/4	PLASTIC BUSHING	0.8327	1.67	0.2000	0.40
630095	2.00	EA	M	1 1/4	COND HAMMER-ON HGR 1/4-FLNG SNP-CLOSE LD	1.8881	3.78	0.0800	0.16
160573	4.00	EA	M	#10 x 1"	TEK SCREW	0.0196	0.08	0.0240	0.10
500121	15.00	FT	M		PULL LINE (STRING)	0.0200	0.30	0.0026	0.04
0.00					TV				
150041	1.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	10.2652	10.27	0.3000	0.30
160723	1.00	EA	M	24"	T-BAR BOX HANGER	4.3598	4.36	0.0360	0.04
150090	1.00	EA	M		4"SQ BLANK CVR	0.9959	1.00	0.0800	0.08
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
100080	1.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.04
100094	1.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0325	0.03
100269	2.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05
150137	3.00	EA	M	5/8"RISE 8.3-CI	2G 4-11/16" PLASTER-RING	5.6115	16.83	0.1500	0.45
150148	3.00	EA	M	2-1/8"D 43.0-CI	4-11/16" EXT RING 1" KO	8.3751	25.13	0.2000	0.60
68	7.00		M		FIRE PADS	5.8790	41.15	0.1350	0.95
TITLE	1.00		M		DX	0.0000	0.00	0.0000	0.00
140016	1.00	EA	M	20A	DX RECEPT SPECIFICATION GRADE	4.6620	4.66	0.3000	0.30

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121
 Web: www.taftelectric.com

944

Region: COR 032 ADMIN TV

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
140540	1.00	EA	M	1-DUPLEX	1G STAINLESS STEEL PLATE	1.0900	1.09	0.1000	0.10
150041	1.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	4.2652	4.27	0.3000	0.30
160722	1.00	EA	M	16"	WALL BOX HANGER + BRACKET	3.9238	3.92	0.0360	0.04
150061	1.00	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	1.8712	1.87	0.1500	0.15
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
100080	1.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1341	0.13	0.0390	0.04
100094	1.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0325	0.03
100269	2.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05
TITLE	1.00		M	1-1/4"	TELE/DATA 2G W/10' STUB	0.0000	0.00	0.0000	0.00
150123	1.00	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1-1/4KO	8.5811	8.58	0.3000	0.30
150138	1.00	EA	M	3/4"RISE 10.0-CI	2G 4-11/16" PLASTER-RING	6.0827	6.08	0.1500	0.15
140568	1.00	EA	M	TELE/DATA	2G STAINLESS STEEL PLATE	3.1789	3.18	0.1200	0.12
160722	1.00	EA	M	16"	WALL BOX HANGER + BRACKET	3.9238	3.92	0.0360	0.04
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
10049	10.00	FT	M	1 1/4	EMT	2.1747	21.75	0.0620	0.62
30219	2.00	EA	M	1 1/4	EMT STEEL COMP CONNECTOR	1.6677	3.34	0.2000	0.40
40174	2.00	EA	M	1 1/4	PLASTIC BUSHING	0.8327	1.67	0.2000	0.40
630095	2.00	EA	M	1 1/4	COND HAMMER-ON HGR 1/4-FLNG SNP-CLOSE LD	1.8881	3.78	0.0800	0.16
160573	4.00	EA	M	#10 x 1"	TEK SCREW	0.0196	0.08	0.0240	0.10
500121	15.00	FT	M		PULL LINE (STRING)	0.0200	0.30	0.0026	0.04
150041	1.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	3.9493	3.95	0.3000	0.30
160722	1.00	EA	M	16"	WALL BOX HANGER + BRACKET	3.5761	3.58	0.0360	0.04
150061	1.00	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	1.7326	1.73	0.1500	0.15
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
100080	1.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
100094	1.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0325	0.03
100269	2.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05
70029	380.00	FT	M	12	THHN/THWN CU (SOL)	0.1212	46.07	0.0060	2.28
100152	12.00	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.1600	1.92
50001	120.00	FT	M	1/2	FLEXIBLE STEEL CONDUIT	0.5298	63.58	0.0400	4.80
50023	4.00	EA	M	1/2	FLEX COND ANGLE CONN	2.6859	10.74	0.1440	0.58
50034	4.00	EA	M	1/2	FLEX COND STRAIGHT CONN	0.6737	2.69	0.1200	0.48
40207	4.00	EA	M	1/2	GRD BUSHING INSULATED	4.9886	19.95	0.2500	1.00
0.00					CTRL BOX				

Region: COR 032 ADMIN TV

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
210034	1.00	EA	M		CONNECT TO EX CABINET/BOX	15.0000	15.00	3.2500	3.25
TITLE	1.00		M		SW 1G	0.0000	0.00	0.0000	0.00
140272	1.00	EA	M	20A	1P TOGGLE SPECIFICATION -GRADE	11.5427	11.54	0.3000	0.30
140533	1.00	EA	M	1-TOGGLE	1G STAINLESS STEEL PLATE	1.5966	1.60	0.1000	0.10
150041	1.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	3.9493	3.95	0.3000	0.30
160722	1.00	EA	M	16"	WALL BOX HANGER + BRACKET	3.5761	3.58	0.0360	0.04
150061	1.00	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	1.7326	1.73	0.1500	0.15
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0196	0.12	0.0240	0.14
100080	1.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
100094	1.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1296	0.13	0.0325	0.03
100269	2.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05
Phase Totals:							415.76		25.05
Job Totals:							415.76		25.05

PacifiCom

Pacific Coast Sound and Communications
 330 N. Wood Road, Suite L • Camarillo, CA 93010
 (805) 987-1351 • (805) 647-2823 • Fax (805) 987-1353
 www.pacificomusa.com • License #529914 (C7/C10)

CHANGE ORDER PROPOSAL

Taft Electric Company
ATTENTION: Matt Gobuty
Elm Street Elementary School - Reconstruction
Purchase order 2251.01
Sales order # 5208

June 27, 2016

DESCRIPTION:	Provide and install one category 6A data drop, faceplate and jack. Install owner provided TV monitor, wall bracket, audio/video cabling and plates.				
MATERIAL ADD					
QTY	PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT COST	EXTENDED COST
1	AX104156	Belden	Jack, category 6A	\$17.03	\$17.03
1	AX102660	Belden	KeyConnect Faceplates 1-Port, with ID	\$2.42	\$2.42
100	10GXS12	Belden	Cable, category 6A	\$0.63	\$63.32
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL ADD PRICE					\$82.77

MATERIAL DEDUCT					
QTY	PART NUMBER	MFG	DESCRIPTION	UNIT COST	EXTENDED COST
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL DEDUCT PRICE					\$0.00

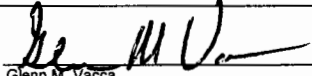
LABOR CHARGES				
DATE	INSTALLER	HOURS	LABOR RATE	EXTENDED COST
		8	\$75.00	\$600.00
TOTAL LABOR PRICE				\$600.00

MATERIALS COSTS	ADD	\$82.77	
	DEDUCT	\$0.00	
	TOTAL ADD/DEDUCTS	\$82.77	
	TOTAL COST OF MATERIALS	\$82.77	
MATERIALS PRICE FOR PROJECT	TOTAL MARKED UP MATERIALS	\$95.18	
	SALES TAX	\$7.38	7.75%
	FREIGHT	\$4.76	5%
MARK UP AND LABOR COSTS	LABOR COST	\$600.00	
	PROFIT & OVERHEAD LABOR	\$90.00	
	TOTAL LABOR	\$690.00	15%

TOTAL CHANGE ORDER AMOUNT: \$797.32

With payment to be made as follows: Based on original contract.

EXCEPTIONS THAT MAY APPLY:

Authorized Signature: 
 Taft Electric Company

This proposal may be withdrawn by us if not accepted within 15 days.

DATE: _____

CONTRACTOR
 Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
 All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. I agree to be contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workmen's compensation insurance.



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 442

Project: Elm Elementary School Reconstruction Project

Date: 06-08-18

Discipline: Electrical

Subject: Library TV Wall

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-41.1		

QUESTION

Note 526 on sheet A3-41.1 calls out for a wall mounted 100" TV with minimum (3) HDMI inputs and built in Wi-Fi capability. Per conversation at the OAC meeting on 5/1, changes were going to be made to the AV and Electrical rough-in and a furred wall was to be added as well to match all other TV locations. Please provide updated drawings showing the changes that will be required for AV and Electrical, an elevation which shows TV location and the extent of the furred wall, and cut sheets of the TV and Wall mount that will be used at this location.

ANSWER

Refer to attached sketches for TV wall layout in Admin Building. Also, see attached cut sheets for TV and TV mount models.

Tom Bardwell
SVA Architects
6/11/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pacific Interiors Enterprise	Curtis Dowell	6/11/2018
Cali USA Acoustics Inc	Diego Velasquez	6/11/2018
Abdellatif Enterprises Inc	Hazem Abdellatif	6/11/2018
Taft Electric Co	Matt Gobuty	6/11/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 442

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 06-08-18
Discipline: Electrical

Subject: Library TV Wall

Response Requested By: 06-12-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-41.1		

QUESTION

Note 526 on sheet A3-41.1 calls out for a wall mounted 100" TV with minimum (3) HDMI inputs and built in Wi-Fi capability. Per conversation at the OAC meeting on 5/1, changes were going to be made to the AV and Electrical rough-in and a furred wall was to be added as well to match all other TV locations. Please provide updated drawings showing the changes that will be required for AV and Electrical, an elevation which shows TV location and the extent of the furred wall, and cut sheets of the TV and Wall mount that will be used at this location.

ANSWER

Refer to attached sketches for TV wall layout in Admin Building.
Also, see attached cut sheets for TV and TV mount models.

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>6/11/18</u>
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA 93033



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
A# 03-116407
 AC: [initials] FLS: [initials] SS: [initials]
 DATE: AUG 01 2016

REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: 01/08/16
 PROJECT NO: 1340159-Bldg 3
 SCALE: As Indicated

SHEET NUMBER: **A3-41.1**
 SHEET TITLE:

**ADMIN - BLDG. 3
 - ENLARGED
 PLANS**



?	DESCRIPTION
213	SUN SHADE AT ADMIN BUILDING PER DETAIL 1/A-64.6
327	ROOF LADDER PER DETAIL 2/A-64.4
501	PLASTIC LAMINATE CASEWORK W/ 4" BACKSPASH - WITH STAINLESS SINK. REFER INTERIOR ELEVATION FOR TYPE. ANCHORAGE PER DETAIL 3/A-64.3
518	ACCESSIBLE HIGH AND LOW DRINKING FOUNTAIN PER PLUMBING DRAWINGS AND 6/GEN-4
520	SEMI-RECESSED FIRE EXTINGUISHER CABINET W/ EXTINGUISHER (20A:120B:C). SEE DETAIL 1/A-64.4. MIN. 30" X 48" CLR. FLOOR SPACE REQ'D AT EACH LOCATION
526	WALL MOUNTED 100" FLAT SCREEN DISPLAY, W/ MIN. 3 HDMI INPUTS & BUILT-IN WI-FI CAPABILITY OR EQ. - PROVIDE ADEQUATE BLOCKING FOR ADJUSTABLE ARM, SEE SPECS
530	RECEPTION DESK W/ SOLID SURFACE COUNTERTOP, SEE DETAILS 8/A-64.3, O.F.O.I.
532	"HON" ADMINISTRATIVE CHAIR, O.F.O.I.
557	"HON" SMARTLINK TEACHER CHAIR (TASK SWIVEL), O.F.O.I.
562	STACKABLE CHAIRS, O.F.O.I.
585	PLASTIC LAMINATE COUNTERTOP, ANCHORAGE PER DETAIL 8/A-64.3
586	FIRST-AID KIT COT/BED W/ PADDED VINYL UPHOLSTERY, PAPER DISPENSER, TORSION BAR AND NO-SAG SPRINGS, O.F.O.I.
587	ROUND SHAPE TABLE - 36" DIA, O.F.O.I.
588	FLEXIBLE/COMFORTABLE READING CHAIRS, O.F.O.I.
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
806	TACTILE RESTROOM WALL SIGN, SEE DETAILS 6,7,8/GEN-3
807	RESTROOM DOOR SIGNAGE, SEE DETAILS 1,2,3,4/GEN-3

KEYNOTE LEGEND

FIXTURE

- OVERHEAD BRACED PHENOLIC PARTITION, REF. SPECIFICATION
- WALL-HUNG SOLID PHENOLIC URINAL SCREEN, 42" HIGH X 18" DEEP
- 1-1/4" DIA. STAINLESS STEEL GRAB BAR, 36" X 54", BOBRICK B-5837. REFER TO DETAIL 8/GEN-4 AND 8/GEN-4 FOR ATTACHMENT
- SURFACE MOUNTED LIQUID SOAP DISPENSER, BOBRICK B-2111
- RECESSED SANITARY NAPKIN DISPOSAL AND TOILET TISSUE DISPENSER, BOBRICK B-3094
- RECESSED TOILET TISSUE DISPENSER, BOBRICK B-3888
- PARTITION-MOUNTED SEAT COVER DISPENSER, SANITARY NAPKIN DISPOSAL AND TOILET TISSUE DISPENSER, BOBRICK B-357
- PARTITION-MOUNTED SEAT-COVER AND TOILET TISSUE DISPENSER, BOBRICK B-347
- RECESSED PAPER TOWEL DISPENSER AND TRASH RECEPTACLE, BOBRICK B-3944
- 24" X 36" FRAMED MIRROR, BOBRICK B-290 2436
- RECESSED TOILET SEAT-COVER DISPENSER, BOBRICK B-301
- NOT USED.
- SHELF WITH MOP AND BROOM HOLDERS, BOBRICK B-239 X 34
- HAND DRYER, BRADLEY AERIX 2902-287400
- WASH FOUNTAIN PER PLUMBING AND DETAIL 8/GEN-4

* REFER SHEET GEN-4 FOR MOUNTING HEIGHTS AND LOCATIONS FOR ALL ACCESSIBLE RESTROOM ACCESSORIES AND FIXTURES.

RESTROOM ACCESSORY LEGEND

1.4 WALL TYPE ANNOTATION, SEE SHEET A-61.1 & A-61.2 FOR DETAILS

WOOD STUD WALL - PER SHEET A-61.1 & A-61.2

WOOD STUD WALL - RATED PER SHEET 1, 3, 4 & 9 / A-61.1

WOOD STUD WALL - OCCUPANCY SEPARATION PER SHEET A-61.1 & A-61.2

101 NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A3-62.1

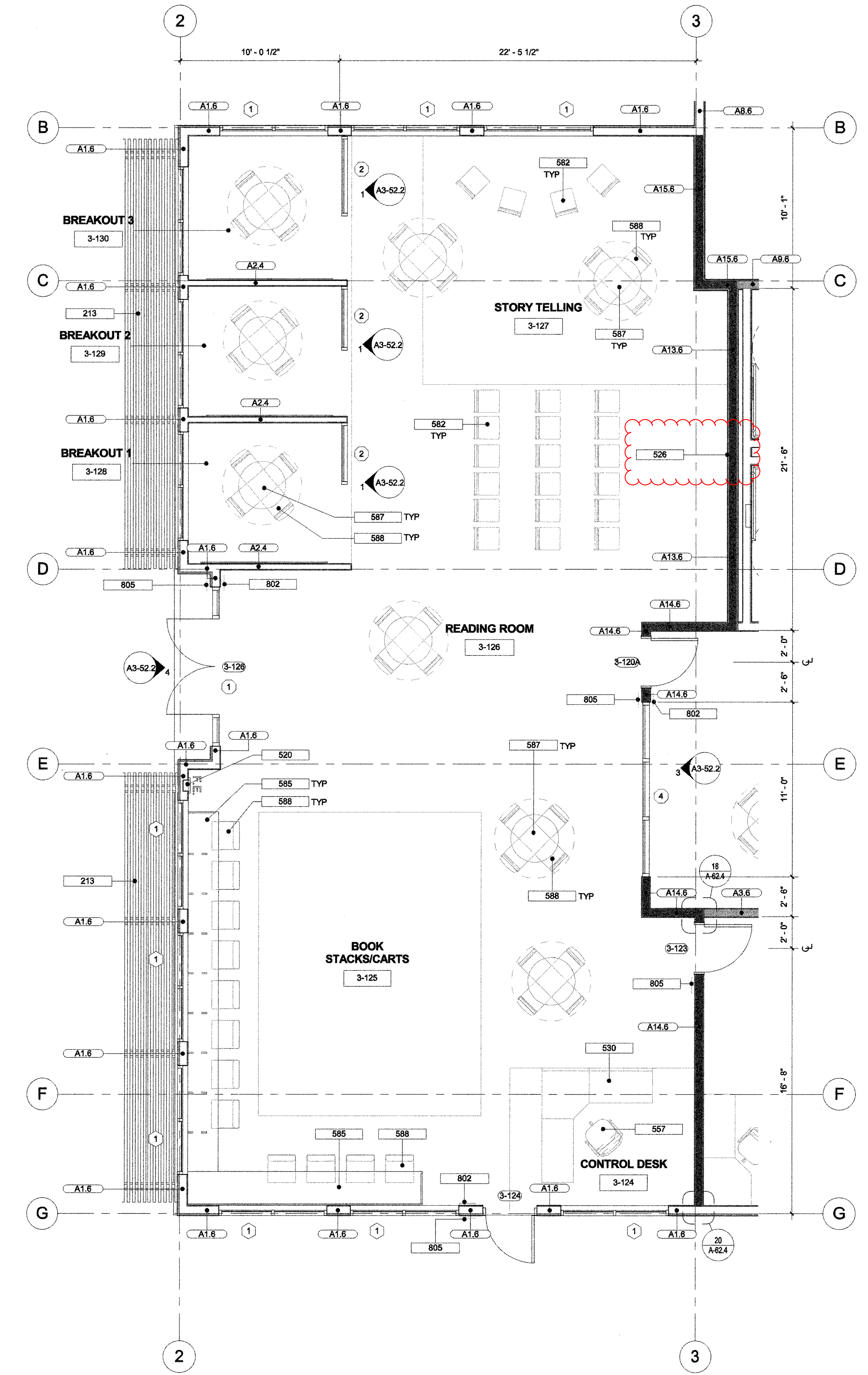
X NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A3-62.2

1 STOREFRONT WINDOW, REFER TO A3-62.2

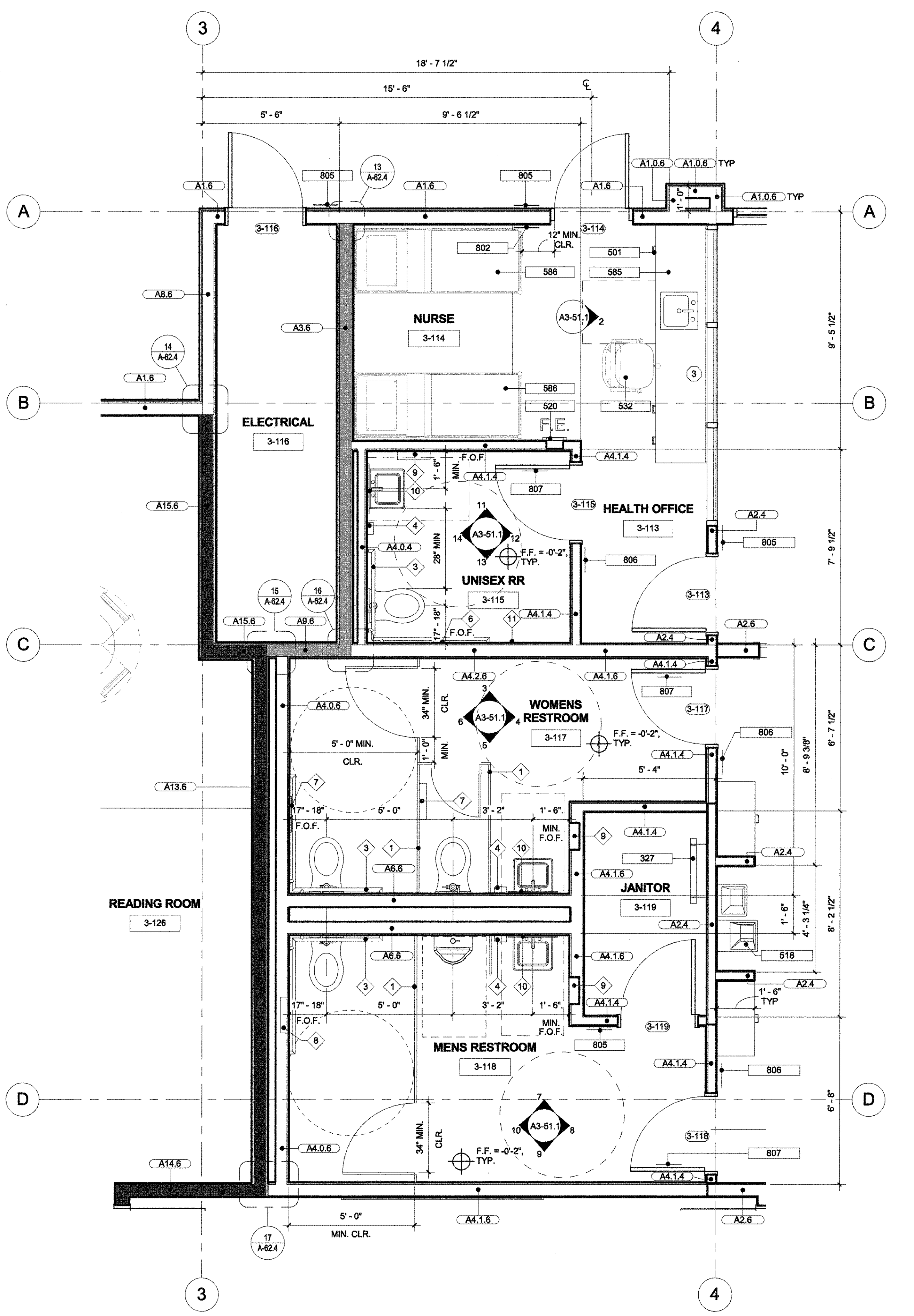
F.E. PORTABLE FIRE EXTINGUISHER CABINET, SEE DETAIL 1/A-64.4

FLOOR PLAN NOTES

- ALL DIMENSIONS ARE TO CENTER LINE OF THE GRID LINES AND OR TO FACE OF STUDS U.N.O. FINISH FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB OR TOP OF INTERIOR PAVING U.N.O. CEILING HEIGHT DIMENSIONS ARE TO FINISH SURFACES U.N.O. ALL WALLS FULL HEIGHT U.N.O.
- REFER TO GEN-4 FOR ACCESSIBILITY REQUIREMENTS.
- REFER TO A-61.4 FOR PENETRATION ASSEMBLIES / DETAILS.
- WALL TYPES: REFER TO A-61.1 & A-61.2. ALL WALL ASSEMBLIES TO BE FULL HEIGHT U.N.O.
- REFER TO GEN-3 FOR ACCESSIBILITY AND ROOM SIGNAGE DETAILS
- REFER TO A-64.3 FOR CABINETRY/CASEWORK
- ALL OUTSIDE CORNERS SHALL HAVE EASED EDGES, REFER TO SPECIFICATIONS. NO SHARP EDGES ANYWHERE.
- REFER TO ENLARGED PLANS FOR WALL TYPES AND ADDITIONAL INFORMATION.
- REFER TO ALL LEVEL PLANS FOR ADDITIONAL DOOR LOCATIONS.

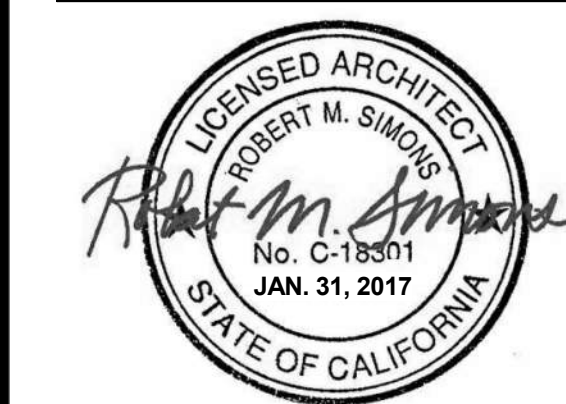


ENLARGED STUDENT INFORMATION CENTER FLOOR PLAN 1/4" = 1'-0" 1



3-116 R.R., 3-121 WOMENS RESTROOM & 3-122 MENS RESTROOM ENLARGED FLOOR PLAN 3/8" = 1'-0" 2

FLOOR PLAN LEGEND



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
A# 03-116407

AC _____ FLS _____ SS _____
 DATE _____

REVISIONS:

NO.	DESCRIPTION	DATE

DATE ISSUED: 01/08/16
 PROJECT NO: 1340159-Bldg 3

SCALE: As indicated

SHEET NUMBER: **A3-41.1**
 SHEET TITLE:

**ADMIN - BLDG. 3
 - ENLARGED
 PLANS**



?	DESCRIPTION
213	SUN SHADE AT ADMIN BUILDING PER DETAIL 1/A-64.6
327	ROOF LADDER PER DETAIL 2/A-64.4
501	PLASTIC LAMINATE CASEWORK W/ 4" BACKSPLASH - WITH STAINLESS SINK, REFER INTERIOR ELEVATION FOR TYPE. ANCHORAGE PER DETAIL 3/A-64.3
518	ACCESSIBLE HIGH AND LOW DRINKING FOUNTAIN PER PLUMBING DRAWINGS AND 6/GEN-4
520	SEMI-RECESSED FIRE EXTINGUISHER CABINET W/ EXTINGUISHER (20A-120B-C). SEE DETAIL 1/A-64.4. MIN. 30" X 48" CLR. FLOOR SPACE REQ'D AT EACH LOCATION
526	WALL MOUNTED 100" FLAT SCREEN DISPLAY, W/ MIN. 3 HDMI INPUTS & BUILT-IN WI-FI CAPABILITY OR EQ. - PROVIDE ADEQUATE BLOCKING FOR ADJUSTABLE ARM. SEE SPECS
530	RECEPTION DESK W/ SOLID SURFACE COUNTERTOP. SEE DETAILS 8/A-64.3, O.F.O.I.
532	'HON' ADMINISTRATIVE CHAIR, O.F.O.I.
557	'HON' SMARTLINK TEACHER CHAIR (TASK SWIVEL), O.F.O.I.
582	STACKABLE CHAIRS, O.F.O.I.
585	PLASTIC LAMINATE COUNTERTOP, ANCHORAGE PER DETAIL 8/A-64.3
586	FIRST-AID KIT COT/BED W/ PADDED VINYL UPHOLSTERY, PAPER DISPENSER, TORSION BAR AND NO-SAG SPRINGS, O.F.O.I.
587	ROUND SHAPE TABLE - 36" DIA, O.F.O.I.
588	FLEXIBLE/COMFORTABLE READING CHAIRS, O.F.O.I.
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
806	TACTILE RESTROOM WALL SIGN, SEE DETAILS 6,7,8/GEN-3
807	RESTROOM DOOR SIGNAGE, SEE DETAILS 1,2,3,4/GEN-3

KEYNOTE LEGEND

◆ FIXTURE

- OVERHEAD BRACED PHENOLIC PARTITION, REF. SPECIFICATION
- WALL-HUNG SOLID PHENOLIC URINAL SCREEN, 42" HIGH X 18" DEEP
- 1-1/4" DIA. STAINLESS STEEL GRAB BAR, 36" X 54", BOBRICK B-5837. REFER TO DETAIL 5/GEN-4 AND 9/GEN-4 FOR ATTACHMENT
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- RECESSED SANITARY NAPKIN DISPOSAL AND TOILET TISSUE DISPENSER, BOBRICK B-3094
- RECESSED TOILET TISSUE DISPENSER, BOBRICK B-3888
- PARTITION-MOUNTED SEAT COVER DISPENSER, SANITARY NAPKIN DISPOSAL AND TOILET TISSUE DISPENSER, BOBRICK B-357
- PARTITION-MOUNTED SEAT-COVER AND TOILET TISSUE DISPENSER, BOBRICK B-347
- RECESSED PAPER TOWEL DISPENSER AND TRASH RECEPTACLE, BOBRICK B-3944
- 24" X 36" FRAMED MIRROR, BOBRICK B-290 2436
- RECESSED TOILET SEAT-COVER DISPENSER, BOBRICK B-301
- NOT USED.
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- HAND DRYER, BRADLEY AERIX 2902-287400
- WASH FOUNTAIN PER PLUMBING AND DETAIL 8/GEN-4

* REFER SHEET GEN-4 FOR MOUNTING HEIGHTS AND LOCATIONS FOR ALL ACCESSIBLE RESTROOM ACCESSORIES AND FIXTURES.

RESTROOM ACCESSORY LEGEND

(14) WALL TYPE ANNOTATION, SEE SHEET A-61.1 & A-61.2 FOR DETAILS

WOOD STUD WALL PER SHEET A-61.1 & A-61.2

WOOD STUD WALL - RATED PER SHEET 1, 3, 4 & 9 / A-61.1

WOOD STUD WALL - OCCUPANCY SEPARATION PER SHEET A61.1 & A-61.2

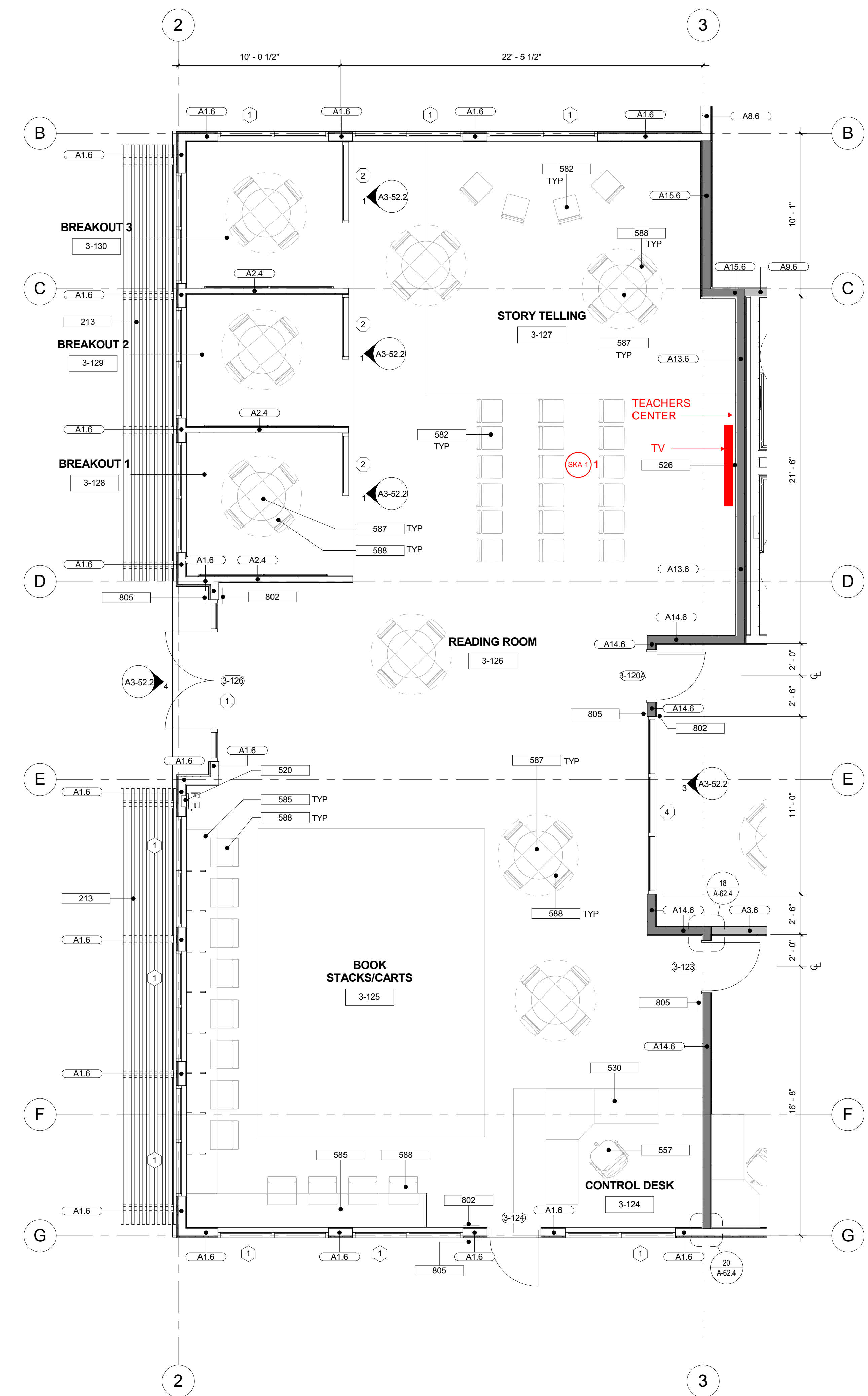
(101) NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A3-52.1

(X) NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A3-52.2

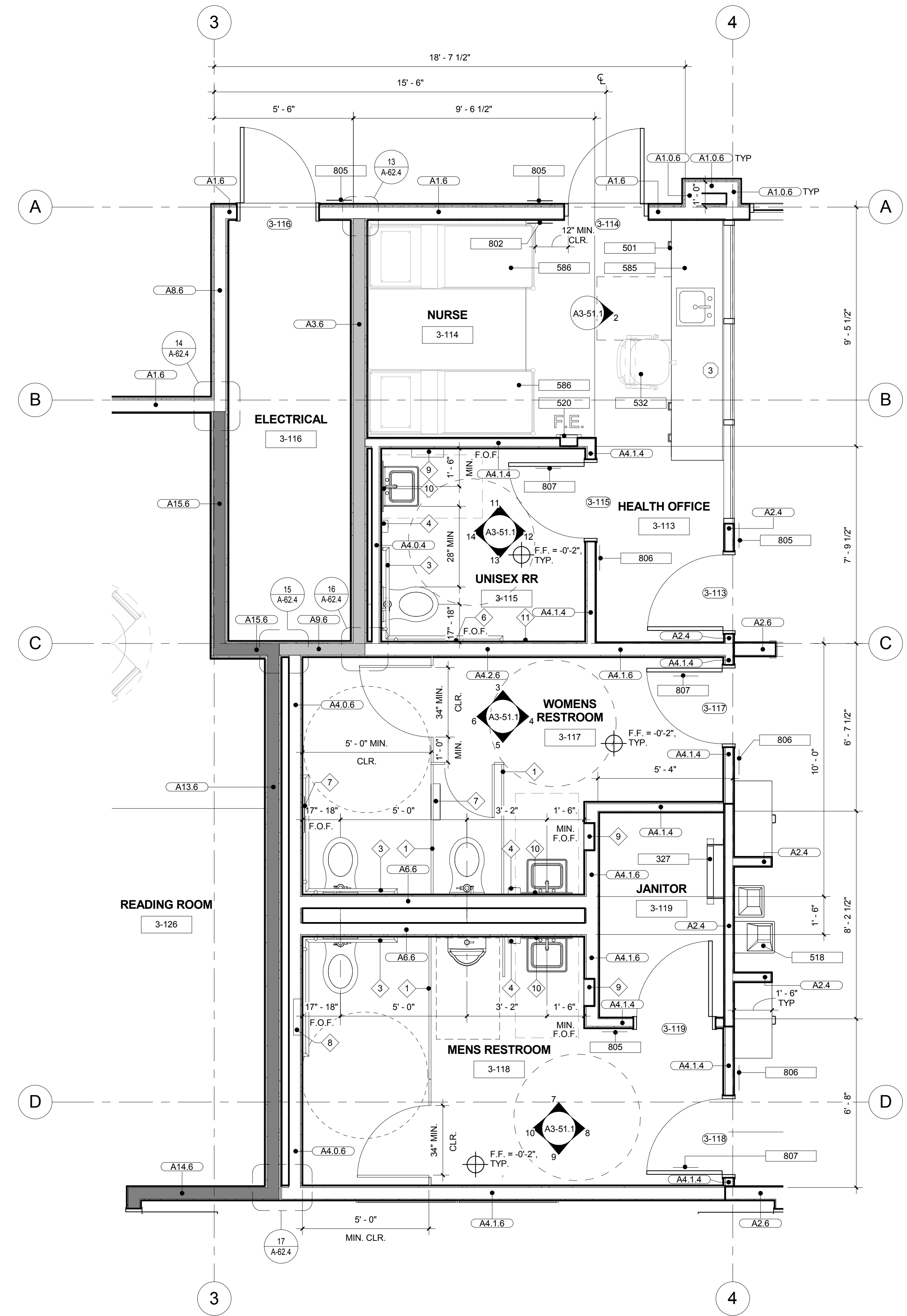
(1) STOREFRONT WINDOW, REFER TO A3-52.2

F.I.E. PORTABLE FIRE EXTINGUISHER CABINET. SEE DETAIL 1/A-64.4

- FLOOR PLAN NOTES**
- ALL DIMENSIONS ARE TO CENTER LINE OF THE GRID LINES AND OR TO FACE OF STUDS U.N.O. FINISH FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB OR TOP OF INTERIOR PAVING U.N.O. CEILING HEIGHT DIMENSIONS ARE TO FINISH SURFACES U.N.O. ALL WALLS FULL HEIGHT U.N.O.
 - REFER TO GEN-4 FOR ACCESSIBILITY REQUIREMENTS.
 - REFER TO A-61.4 FOR PENETRATION ASSEMBLIES / DETAILS.
 - WALL TYPES: REFER TO A-61.1 & A-61.2. ALL WALL ASSEMBLIES TO BE FULL HEIGHT U.N.O.
 - REFER TO GEN-3 FOR ACCESSIBILITY AND ROOM SIGNAGE DETAILS
 - REFER TO A-64.3 FOR CABINETRY/CASEWORK
 - ALL OUTSIDE CORNERS SHALL HAVE EASED EDGES, REFER TO SPECIFICATIONS. NO SHARP EDGES ANYWHERE.
 - REFER TO ENLARGED PLANS FOR WALL TYPES AND ADDITIONAL INFORMATION.
 - REFER TO ALL LEVEL PLANS FOR ADDITIONAL DOOR LOCATIONS.



ENLARGED STUDENT INFORMATION CENTER FLOOR PLAN 1/4" = 1'-0" 1



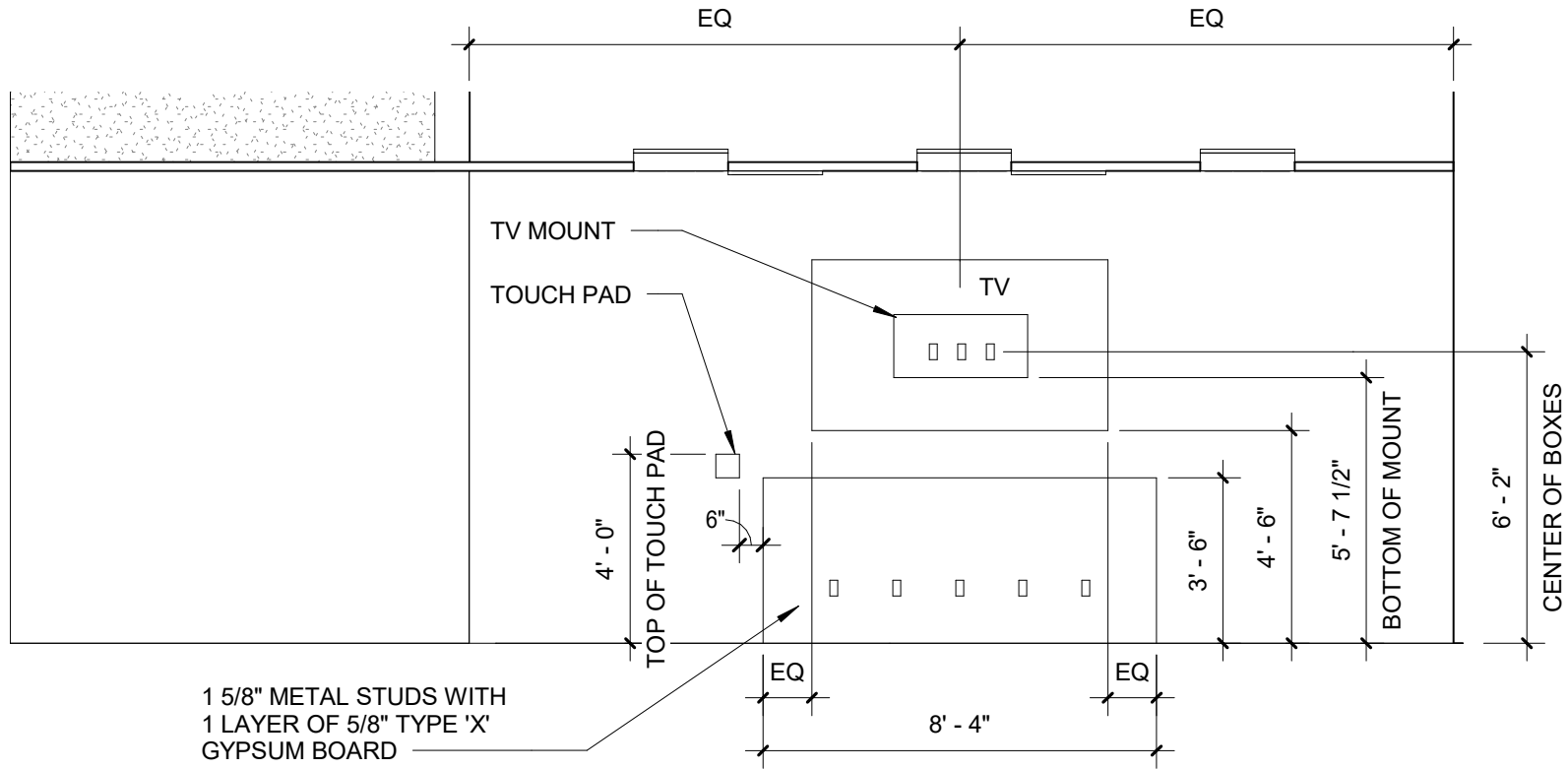
3-116 R.R., 3-121 WOMENS RESTROOM & 3-122 MENS RESTROOM ENLARGED FLOOR PLAN 3/8" = 1'-0" 2

FLOOR PLAN LEGEND

CONTROL BOX REQUIREMENTS:
 PROVIDE DUPLEX AND DATA OUTLET FOR CONNECTION TO AV CONTROL BOX TO BE MOUNTED ABOVE THE CEILING

TV REQUIREMENTS:
 PROVIDE 2 GANG WALL MOUNTED OUTLET FOR TV
 (1) HDMI AND (1) SERIAL PORT
 PROVIDE DUPLEX RECEPTICLE FOR CONNECTION TO TV

TEACHER CENTER REQUIREMENTS (IN FURRED WALL):
 PROVIDE 4 GANG WALL MOUNTED BOX
 (3) AV OUTLETS AND (1) DATA OUTLET
 PROVIDE DUPLEX RECEPTICLE FOR CONNECTION TO TV



SKA-1
 ADMIN BUILDING
 TEACHER CENTER LAYOUT

2018 Rates

TAFT ELECTRIC CHANGE REQUEST PROPOSAL LABOR RATE CALCULATIONS

PROJECT: Elm School Reconstruction JOB# 2551 TEC CR#: 0
CUST RFP#: 0

STRAIGHT TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$84.36
JOURNEYMAN	2.00	\$78.88
APPRENTICE	1.00	\$71.62
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$78.44

SHIFT WORK CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$74.93
FOREMAN	0.00	\$69.80
JOURNEYMAN	0.00	\$64.65
APPRENTICE	0.00	\$53.56
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS		
CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 9/25/2005

TAFT ELECTRIC CO.
Labor Rate
Jan 1 thru July 30 2018

VENTURA COUNTY
LOCAL 952

		JOURNYMAN			FOREMAN			GEN. FOREMAN		
		St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
Direct Cost p/ hour		\$74.77	\$106.81	\$138.84	\$80.25	\$114.96	\$149.67	\$85.72	\$123.12	\$160.51
Small Tools	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Safety	2.5%	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87
Clean Up	3.0%	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24
Totals		\$78.88	\$110.92	\$142.95	\$84.36	\$119.07	\$153.78	\$89.83	\$127.23	\$164.62
Mark Up	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		\$78.88	\$110.92	\$142.95	\$84.36	\$119.07	\$153.78	\$89.83	\$127.23	\$164.62

TAFT ELECTRIC COMPANY
 Labor Rate
 Jan 1 thru July 30 2018

VENTURA COUNTY
 LOCAL 952
 APPRENTICES

	JRYM	40%	45%	50%	60%	70%	85%			
Direct Cost	\$74.77	\$29.01	\$31.49	\$51.11	\$56.07	\$61.03	\$67.51	\$0.00	\$0.00	\$0.00
Small Tools (3%)	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Safety (2.5%)	3%	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87	\$1.87		
Clean Up (3%)	3%	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24	\$2.24		
Sub Total	\$78.88	\$33.12	\$35.60	\$55.22	\$60.18	\$65.14	\$71.62	\$0.00	\$0.00	\$0.00
Mark Up	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$78.88	\$33.12	\$35.60	\$55.22	\$60.18	\$65.14	\$71.62	\$0.00	\$0.00	\$0.00

**TAFT ELECTRIC CO.
LABOR BURDEN REPORT
Period of January 1, 2018 to July 29, 2018**

**VENTURA COUNTY
LOCAL 952**

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 38.23	\$ 57.35	\$ 76.46	\$ 42.55	\$ 63.82	\$ 85.10	\$ 46.87	\$ 70.30	\$ 93.74
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.38	0.57	0.76	0.43	0.64	0.85	0.47	0.70	0.94
NAT. PENSION (3%)	1.15	1.72	2.29	1.28	1.91	2.55	1.41	2.11	2.81
UNION BURDEN	\$ 27.85	\$ 36.93	\$ 46.02	\$ 28.02	\$ 37.19	\$ 46.36	\$ 28.19	\$ 37.45	\$ 46.71
F.I.C.A. (7.65%)	\$ 2.92	\$ 4.39	\$ 5.85	\$ 3.26	\$ 4.88	\$ 6.51	\$ 3.59	\$ 5.38	\$ 7.17
F.U.I. (0.8%)	0.31	0.46	0.61	0.34	0.51	0.68	0.37	0.56	0.75
S.U.I. (6.2%)	2.37	3.56	4.74	2.64	3.96	5.28	2.91	4.36	5.81
TAX BURDEN	\$ 5.60	\$ 8.40	\$ 11.20	\$ 6.23	\$ 9.35	\$ 12.47	\$ 6.87	\$ 10.30	\$ 13.73
LIABILITY INSURANCE 5.4%	\$ 2.06	\$ 3.10	\$ 4.13	\$ 2.30	\$ 3.45	\$ 4.60	\$ 2.53	\$ 3.80	\$ 5.06
WORKMAN'S COMP	1.03	1.03	1.03	1.15	1.15	1.15	1.26	1.26	1.26
INSURANCE BURDEN	\$ 3.09	\$ 4.13	\$ 5.16	\$ 3.44	\$ 4.59	\$ 5.74	\$ 3.79	\$ 5.06	\$ 6.32
DIRECT COST PER HOUR	\$ 74.77	\$ 106.81	\$ 138.84	\$ 80.25	\$ 114.96	\$ 149.67	\$ 85.72	\$ 123.12	\$ 160.51
DIRECT COST PER DAY	\$ 598.19		\$ 64.06	\$ 641.99		\$ 69.42	\$ 685.80		\$ 74.78
DIRECT COST PER WEEK	\$ 2,990.95			\$ 3,209.97			\$ 3,428.98		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

01/02/18

Traffic Signal Technician

TAFT ELECTRIC CO.
LABOR BURDEN REPORT

Period of January 1, 2018 to July 29, 2018

VENTURA COUNTY
LOCAL 952

	T.S Technician			Overscale T.S Technician		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 28.67	\$ 43.01	\$ 57.35	\$ 38.23	\$ 57.35	\$ 76.46
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.25	0.25	0.25
N.E.I.F. (1%)	0.29	0.43	0.57	0.38	0.57	0.76
NAT. PENSION (3%)	<u>0.86</u>	<u>1.29</u>	<u>1.72</u>	<u>1.15</u>	<u>1.72</u>	<u>2.29</u>
UNION BURDEN	\$ 27.47	\$ 36.36	\$ 45.25	\$ 27.60	\$ 36.68	\$ 45.77
F.I.C.A. (7.65%)	\$ 2.19	\$ 3.29	\$ 4.39	\$ 2.92	\$ 4.39	\$ 5.85
F.U.I. (.8%)	0.23	0.34	0.46	0.31	0.46	0.61
S.U.I. (6.2%)	<u>1.78</u>	<u>2.67</u>	<u>3.56</u>	<u>2.37</u>	<u>3.56</u>	<u>4.74</u>
TAX BURDEN	\$ 4.20	\$ 6.30	\$ 8.40	\$ 5.60	\$ 8.40	\$ 11.20
LIABILITY INSURANCE	5.4% \$ 1.55	\$ 2.32	\$ 3.10	\$ 2.06	\$ 3.10	\$ 4.13
WORKMAN'S COMP	4.79% <u>1.37</u>	<u>1.37</u>	<u>1.37</u>	<u>1.14</u>	<u>1.14</u>	<u>1.14</u>
INSURANCE BURDEN	\$ 2.92	\$ 3.69	\$ 4.47	\$ 3.20	\$ 4.23	\$ 5.26
DIRECT COST PER HOUR	\$ 63.26	\$ 89.36	\$ 115.47	\$ 74.63	\$ 106.66	\$ 138.69
DIRECT COST PER DAY	\$ 506.08			\$ 597.04		
DIRECT COST PER WEEK	\$ 2,530.41			\$ 2,985.19		

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%
 CONDUIT CONSTRUCTION WORKER'S COMP RATES: 4.785%

**TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT**
Period of January 1, 2018 to July 29, 2018

VENTURA COUNTY
LOCAL 952

APPRENTICES - Indentured after 10/01/2012

	40%		45%		50%		60%		70%		85%							
WAGES	\$ 15.29	\$ 22.94	\$ 17.20	\$ 25.81	\$ 19.12	\$ 28.67	\$ 22.94	\$ 34.41	\$ 26.76	\$ 40.14	\$ 32.50	\$ 48.74						
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18						
LOCAL PENSION	-	-	-	-	16.64	24.96	16.64	24.96	16.64	24.96	16.64	24.96						
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00						
LMCC	-	-	-	-	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50						
NAT. PENSION (3%)	0.46	0.69	0.52	0.77	0.57	0.86	0.69	1.03	0.80	1.20	0.97	1.46						
N.E.I.F. (1%)	<u>0.15</u>	<u>0.23</u>	<u>0.17</u>	<u>0.26</u>	<u>0.19</u>	<u>0.29</u>	<u>0.23</u>	<u>0.34</u>	<u>0.27</u>	<u>0.40</u>	<u>0.32</u>	<u>0.49</u>						
UNION BURDEN	\$ 9.79	\$ 10.10	\$ 9.87	\$ 10.21	\$ 27.08	\$ 35.79	\$ 27.24	\$ 36.02	\$ 27.39	\$ 36.25	\$ 27.62	\$ 36.59						
F.I.C.A. (7.65%)	\$ 1.17	\$ 1.75	\$ 1.32	\$ 1.97	\$ 1.46	\$ 2.19	\$ 1.75	\$ 2.63	\$ 2.05	\$ 3.07	\$ 2.49	\$ 3.73						
F.U.I. (.8%)	0.12	0.18	0.14	0.21	0.15	0.23	0.18	0.28	0.21	0.32	0.26	0.39						
S.U.I. (6.2%)	<u>0.95</u>	<u>1.42</u>	<u>1.07</u>	<u>1.60</u>	<u>1.19</u>	<u>1.78</u>	<u>1.42</u>	<u>2.13</u>	<u>1.66</u>	<u>2.49</u>	<u>2.01</u>	<u>3.02</u>						
TAX BURDEN	\$ 2.24	\$ 3.36	\$ 2.52	\$ 3.78	\$ 2.80	\$ 4.20	\$ 3.36	\$ 5.04	\$ 3.92	\$ 5.88	\$ 4.76	\$ 7.14						
LIABILITY INSURANC 5.4%	\$ 0.83	\$ 1.24	\$ 0.93	\$ 1.39	\$ 1.03	\$ 1.55	\$ 1.24	\$ 1.86	\$ 1.45	\$ 2.17	\$ 1.75	\$ 2.63						
WORKMAN'S COMP	<u>0.87</u>	<u>0.87</u>	<u>0.97</u>	<u>0.97</u>	<u>1.08</u>	<u>1.08</u>	<u>1.30</u>	<u>1.30</u>	<u>1.51</u>	<u>1.51</u>	<u>0.88</u>	<u>0.88</u>						
INSURANCE BURDEN	\$ 1.69	\$ 2.10	\$ 1.90	\$ 2.37	\$ 2.11	\$ 2.63	\$ 2.54	\$ 3.16	\$ 2.96	\$ 3.68	\$ 2.63	\$ 3.51						
DIRECT COST PER HOUR	\$ 29.01	\$ 38.50	\$ 9.48	\$ 31.49	\$ 42.16	\$ 10.67	\$ 51.11	\$ 71.29	\$ 20.18	\$ 56.07	\$ 78.62	\$ 22.55	\$ 61.03	\$ 85.95	\$ 24.92	\$ 67.51	\$ 95.98	\$ 28.48
DIRECT COST PER DAY	\$ 232.12	\$ 308.00	\$ 251.95	\$ 337.32	\$ 408.91	\$ 570.32	\$ 448.58	\$ 570.32	\$ 488.25	\$ 488.25	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05	\$ 540.05
DIRECT COST PER WEEK	\$ 1,160.60	\$ 1,539.99	\$ 1,259.77	\$ 1,686.59	\$ 2,044.55	\$ 2,851.59	\$ 2,242.90	\$ 2,851.59	\$ 2,242.90	\$ 2,441.25	\$ 2,441.25	\$ 2,700.23	\$ 2,700.23	\$ 2,700.23	\$ 2,700.23	\$ 2,700.23	\$ 2,700.23	\$ 2,700.23

NOTES:
WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

**TAFT ELECTRIC CO.
LABOR BURDEN REPORT
Period of January 1, 2018 to July 29, 2018**

Swing Shift Work
VENTURA COUNTY
LOCAL 952

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 44.84	\$ 67.26	\$ 89.68	\$ 49.91	\$ 74.87	\$ 99.82	\$ 54.98	\$ 82.47	\$ 109.96
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.45	0.67	0.90	0.50	0.75	1.00	0.55	0.82	1.10
NAT. PENSION (3%)	1.35	2.02	2.69	1.50	2.25	2.99	1.65	2.47	3.30
UNION BURDEN	\$ 28.11	\$ 37.33	\$ 46.55	\$ 28.32	\$ 37.63	\$ 46.95	\$ 28.52	\$ 37.94	\$ 47.36
F.I.C.A. (7.65%)	\$ 3.43	\$ 5.15	\$ 6.86	\$ 3.82	\$ 5.73	\$ 7.64	\$ 4.21	\$ 6.31	\$ 8.41
F.U.I. (0.8%)	0.36	0.54	0.72	0.40	0.60	0.80	0.44	0.66	0.88
S.U.I. (6.2%)	2.78	4.17	5.56	3.09	4.64	6.19	3.41	5.11	6.82
TAX BURDEN	\$ 6.57	\$ 9.85	\$ 13.14	\$ 7.31	\$ 10.97	\$ 14.62	\$ 8.05	\$ 12.08	\$ 16.11
LIABILITY INSURANCE 5.4%	\$ 2.42	\$ 3.63	\$ 4.84	\$ 2.70	\$ 4.04	\$ 5.39	\$ 2.97	\$ 4.45	\$ 5.94
WORKMAN'S COMP	1.21	1.21	1.21	1.34	1.34	1.34	1.48	1.48	1.48
INSURANCE BURDEN	\$ 3.63	\$ 4.84	\$ 6.05	\$ 4.04	\$ 5.39	\$ 6.73	\$ 4.45	\$ 5.93	\$ 7.42
DIRECT COST PER HOUR	\$ 83.15	\$ 119.28	\$ 155.42	\$ 89.58	\$ 128.85	\$ 168.13	\$ 96.00	\$ 138.42	\$ 180.85
DIRECT COST PER DAY	\$ 665.21			\$ 716.62			\$ 768.03		
DIRECT COST PER WEEK	\$ 3,326.06			\$ 3,583.10			\$ 3,840.13		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

01/02/18

Swing Shift Work
VENTURA COUNTY
LOCAL 952

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
 Period of January 1, 2018 to July 29, 2018

APPRENTICES - Indentured after 10/01/2012

	40%	45%	50%	60%	70%	85%
WAGES	\$ 17.94	\$ 20.18	\$ 22.43	\$ 26.91	\$ 31.39	\$ 38.12
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	-	-	16.64	16.64	16.64	16.64
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	-	-	0.50	0.50	0.50	0.50
NAT. PENSION (3%)	0.54	0.61	0.67	0.81	0.94	1.14
N.E.I.F. (1%)	0.18	0.20	0.22	0.27	0.31	0.38
UNION BURDEN	\$ 9.90	\$ 9.99	\$ 27.22	\$ 27.40	\$ 27.58	\$ 27.84
F.I.C.A. (7.65%)	\$ 1.37	\$ 1.54	\$ 1.72	\$ 2.06	\$ 2.40	\$ 2.92
F.U.I. (.8%)	0.14	0.16	0.18	0.22	0.25	0.30
S.U.I. (6.2%)	1.11	1.25	1.39	1.67	1.95	2.36
TAX BURDEN	\$ 2.63	\$ 2.96	\$ 3.29	\$ 3.94	\$ 4.60	\$ 5.58
LIABILITY INSURANC 5.4%	\$ 0.97	\$ 1.09	\$ 1.21	\$ 1.45	\$ 1.70	\$ 2.06
WORKMAN'S COMP	1.02	1.14	1.27	1.52	1.78	1.03
INSURANCE BURDEN	\$ 1.98	\$ 2.23	\$ 2.48	\$ 2.98	\$ 3.47	\$ 3.09
DIRECT COST PER HOUR	\$ 32.45	\$ 35.36	\$ 55.41	\$ 61.22	\$ 67.04	\$ 74.63
DIRECT COST PER DAY	\$ 259.60	\$ 282.84	\$ 443.31	\$ 489.80	\$ 536.28	\$ 597.08
DIRECT COST PER WEEK	\$ 1,297.98	\$ 1,414.20	\$ 2,216.54	\$ 2,448.98	\$ 2,681.41	\$ 2,985.38

NOTES:

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%

WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

5.658%
2.693%

**TAFT ELECTRIC CO.
LABOR BURDEN REPORT
Period of January 1, 2018 to July 29, 2018**

Grave Shift Work
VENTURA COUNTY
LOCAL 952

	JOURNEYMAN			FOREMAN			GEN. FOREMAN		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 50.23	\$ 75.35	\$ 100.46	\$ 55.91	\$ 83.87	\$ 111.82	\$ 61.59	\$ 92.39	\$ 123.18
HEALTH & WELFARE	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18	\$ 8.18
LOCAL PENSION	16.64	24.96	33.28	16.64	24.96	33.28	16.64	24.96	33.28
TRAINING FUND	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
LMCC	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
N.E.I.F. (1%)	0.50	0.75	1.00	0.56	0.84	1.12	0.62	0.92	1.23
NAT. PENSION (3%)	1.51	2.26	3.01	1.68	2.52	3.35	1.85	2.77	3.70
UNION BURDEN	\$ 28.33	\$ 37.65	\$ 46.98	\$ 28.56	\$ 37.99	\$ 47.43	\$ 28.78	\$ 38.34	\$ 47.89
F.I.C.A. (7.65%)	\$ 3.84	\$ 5.76	\$ 7.69	\$ 4.28	\$ 6.42	\$ 8.55	\$ 4.71	\$ 7.07	\$ 9.42
F.U.I. (0.8%)	0.40	0.60	0.80	0.45	0.67	0.89	0.49	0.74	0.99
S.U.I. (6.2%)	3.11	4.67	6.23	3.47	5.20	6.93	3.82	5.73	7.64
TAX BURDEN	\$ 7.36	\$ 11.04	\$ 14.72	\$ 8.19	\$ 12.29	\$ 16.38	\$ 9.02	\$ 13.53	\$ 18.05
LIABILITY INSURANCE 5.4%	\$ 2.71	\$ 4.07	\$ 5.42	\$ 3.02	\$ 4.53	\$ 6.04	\$ 3.33	\$ 4.99	\$ 6.65
WORKMAN'S COMP	1.35	1.35	1.35	1.51	1.51	1.51	1.66	1.66	1.66
INSURANCE BURDEN	\$ 4.07	\$ 5.42	\$ 6.78	\$ 4.52	\$ 6.03	\$ 7.54	\$ 4.98	\$ 6.65	\$ 8.31
DIRECT COST PER HOUR	\$ 89.98	\$ 129.46	\$ 168.93	\$ 97.18	\$ 140.18	\$ 183.18	\$ 104.38	\$ 150.90	\$ 197.42
DIRECT COST PER DAY	\$ 719.86			\$ 777.46			\$ 835.05		
DIRECT COST PER WEEK	\$ 3,599.32			\$ 3,887.28			\$ 4,175.24		

NOTES:
 WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

01/02/18



Los Angeles County Chapter
National Electrical Contractors Association
100 E. Corson Street, Suite 410
Pasadena, CA 91103
626.792.6322
www.laneca.org

IMPORTANT: Labor Relations Bulletin

IBEW Local 952 (Ventura County) **Inside Wiremen's Agreement**

Rates effective January 1, 2018 through July 29, 2018

The **\$0.95** increase effective 1/1/18 will be allocated as follows: **\$0.51** to wages and **\$0.39** to health. Additionally, there will be a **\$0.05** increase to LMCC. Accordingly, the wages and fringe benefits will be:

	Employer Contributions								Employee Deductions			
	Wage (Zone A) ^(a)	NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 46.87	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 42.55	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman	\$ 38.23	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 42.05	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 28.67	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
									See			
Apprentices: Period 1, 1st Year, 40%	\$ 15.29	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	---
Period 2, 1st Year, 45%	\$ 17.20	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	---
Period 3, 2nd Year, 50%	\$ 19.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 22.94	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 26.76	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 5th Year, 85%	\$ 32.50	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

- (a) For Zone B wages, add \$5.00 to all wage rates. See Section 3.16(b) and (c) of the Agreement for Zone definitions.
- (b) NEBF contribution is an amount equal to 3% of the gross wage.
- (c) First year apprentices and unindentured apprentices are excluded from Local Pension and LMCC. For OT and DT work, pension contribution is made at the appropriate rate (i.e., 1.5x or 2x, respectively).
- (d) NEIF contribution is an amount equal to 1% of gross wage and is paid by NECA members only. AMF contribution is an amount equal to 0.5% of gross wage and is paid by non-NECA contractors only.
- (e) Voluntary authorization required. Employee option of \$0.00 deduction, or a \$0.05 deduction for COPE and/or a \$0.05 deduction for the Charity League.
- (f) Applies to 70% apprentices and above.
- (g) Employee may opt to make a voluntary employee deduction of 0%, 3%, 6%, 9% or 15%. 35%, 40% and 45% apprentices are excluded from the 401(k) plan.
- (h) Voluntary written authorization required in advance, and is usually provided at time of dispatch. Amount is subject to change as determined by LU 952.

Future increases:

Effective Date	Amount to be allocated	Amount to LMCC
7/30/2018	+ \$0.85	---
12/31/2018	+ \$0.95	---
7/29/2019	+ \$0.90	---
12/30/2019	+ \$0.95	+ \$0.05
7/27/2020	+ \$0.90	---
9/30/2020	Contract expiration date	

Shift rates:

Swing Shift	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 54.98	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 49.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (swing shift)	\$ 44.84	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 49.32	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 33.63	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 17.94	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See footnote (e)	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 20.18	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 22.43	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 26.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 31.39	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 5th Year, 85%	\$ 38.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

Graveyard Shift	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 61.59	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 55.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (graveyard shift)	\$ 50.23	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
-- When cable splicing	\$ 55.25	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	varies	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 37.67	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 20.09	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See footnote (e)	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 22.60	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	below.	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 25.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 30.14	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 35.16	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 5th Year, 85%	\$ 42.71	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

See Page 1 for all footnotes

Information regarding shifts:

1. Working a day shift only is not considered a "shift" under the terms of the agreement.
2. The day shift is the first shift, the swing shift is the second shift and the graveyard shift is the third shift. Thus, the regular work week begins Monday morning with the first shift and ends Saturday morning with the third shift. The graveyard shift for Friday ends on Saturday morning, therefore Saturday's overtime rate does not apply. This is also true for shifts that end on Sundays and holidays.
3. One (1) employee constitutes the establishment of a "shift."
4. Where shifts are worked overtime, after the regular shift the applicable overtime rate (1½ times up to 12 hours worked) shall apply in the addition to the designated shift differential pay. However, the shift differential is not paid on overtime days -- which includes Saturdays, Sundays, holidays and overtime days on approved four ten-hour day workweeks. Double the straight time rate of pay is the maximum amount paid for any work.
5. Shifts must be a minimum of five (5) days duration, which may include Saturday, Sunday and holidays. (This requirement applies to the scheduling and performance of work, not the uninterrupted presence of a particular individual or individuals on the job.)
6. Either the swing or graveyard shifts may be worked alone without the requirement of a day shift.
7. While the shift must last for a minimum of five days duration, it is not necessary for each employee to work the five days in order to fall under the shift work provisions of the agreement.
8. Per Section 3.12 of the agreement, the shift rate of pay is determined by the start time of the shift (see chart below).

First Shift (Day Shift): Start time between 6:00 AM and 10:00 AM (Straight Time Rate)
Second Shift (Swing): Start time between 10:01 AM and 8:00 PM (Straight Time Rate +17.3%)
Third Shift (Graveyard): Start time between 8:01 PM and 5:59 AM (Straight Time Rate +31.4%)



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IBEW Local 952 (Ventura County) Intelligent Transportation Systems Agreement

Rates effective January 1, 2018 through July 29, 2018

The **\$0.95** increase effective 1/1/18 will be allocated as follows: **\$0.51** to wages and **\$0.39** to health. Additionally, there will be a **\$0.05** increase to LMCC. Accordingly, the wages and fringe benefits will be:

	Wage (Zone A) ^(a)	Employer Contributions							Employee Deductions			
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)	COPE/Charity League ^(e)	Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 46.87	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 42.55	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman	\$ 38.23	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
Transportation Systems Tech. (75% of Journeyman)	\$ 28.67	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	See	\$ (3.00)	()	(5%)
Apprentices: Period 1, 1st Year, 40%	\$ 15.29	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	---
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Period 3, 2nd Year, 50%	\$ 19.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 22.94	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 26.76	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 4th Year, 85%	\$ 32.50	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

- (a) For Zone B wages, add \$5.00 to all wage rates. See Section 3.16(b) and (c) of the Agreement for Zone definitions.
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- (h) Voluntary written authorization required in advance, and is usually provided at time of dispatch. Amount is subject to change as determined by LU 952.

Future increases:

Effective Date	Amount to be allocated	Amount to LMCC
7/30/2018	+ \$0.85	---
12/31/2018	+ \$0.95	---
7/29/2019	+ \$0.90	---
12/30/2019	+ \$0.95	+ \$0.05
7/27/2020	+ \$0.90	---
9/30/2020	Contract expiration date	

Shift rates:

Swing Shift	Wage (Zone A) ^(a)	Employer Contributions							COPE/Charity League ^(e)	Employee Deductions		
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)		Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 54.98	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Foreman (1.113 x jrmn.)	\$ 49.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Journeyman (swing shift)	\$ 44.84	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	Amount	\$ (3.00)	()	(5%)
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Apprentices: Period 1, 1st Year, 40%	\$ 17.94	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	See	\$ -	---	(5%)
Period 2, 1st Year, 45%	\$ 20.18	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 22.43	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	on first	\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 26.91	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	page.	\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 31.39	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 4th Year, 85%	\$ 38.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

Graveyard Shift	Wage (Zone A) ^(a)	Employer Contributions							COPE/Charity League ^(e)	Employee Deductions		
		NEBF ^(b)	Local Pension ^(c)	Health	Training	LMCC ^(c)	NEIF ^(d) (NECA only)	AMF ^(d) (Non-NECA)		Vacation ^(f)	401(k) ^(g)	Dues ^(h)
General Foreman (1.226 x jrmn.)	\$ 61.59	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
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Period 2, 1st Year, 45%	\$ 22.60	3%	\$ -	\$ 8.18	\$ 1.00	\$ -	1%	0.5%	footnote (e)	\$ -	---	(5%)
Period 3, 2nd Year, 50%	\$ 25.12	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	on first	\$ -	()	(5%)
Period 4, 3rd Year, 60%	\$ 30.14	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%	page.	\$ -	()	(5%)
Period 5, 4th Year, 70%	\$ 35.16	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)
Period 6, 4th Year, 85%	\$ 42.71	3%	\$ 16.64	\$ 8.18	\$ 1.00	\$ 0.50	1%	0.5%		\$ (3.00)	()	(5%)

See Page 1 for all footnotes

Information regarding shifts:

1. Working a day shift only is not considered a "shift" under the terms of the agreement.
2. The day shift is the first shift, the swing shift is the second shift and the graveyard shift is the third shift. Thus, the regular work week begins Monday morning with the first shift and ends Saturday morning with the third shift. The graveyard shift for Friday ends on Saturday morning, therefore Saturday's overtime rate does not apply. This is also true for shifts that end on Sundays and holidays.
3. One (1) employee constitutes the establishment of a "shift."
4. Where shifts are worked overtime, after the regular shift the applicable overtime rate (1½ times up to 12 hours worked) shall apply in the addition to the designated shift differential pay. However, the shift differential is not paid on overtime days -- which includes Saturdays, Sundays, holidays and overtime days on approved four ten-hour day workweeks. Double the straight time rate of pay is the maximum amount paid for any work.
5. Shifts must be a minimum of five (5) days duration, which may include Saturday, Sunday and holidays. (This requirement applies to the scheduling and performance of work, not the uninterrupted presence of a particular individual or individuals on the job.)
6. Either the swing or graveyard shifts may be worked alone without the requirement of a day shift.
7. While the shift must last for a minimum of five days duration, it is not necessary for each employee to work the five days in order to fall under the shift work provisions of the agreement.
8. Per Section 3.12 of the agreement, the shift rate of pay is determined by the start time of the shift (see chart below).

First Shift (Day Shift): Start time between 6:00 AM and 10:00 AM (Straight Time Rate)
Second Shift (Swing): Start time between 10:01 AM and 8:00 PM (Straight Time Rate +17.3%)
Third Shift (Graveyard): Start time between 8:01 PM and 5:59 AM (Straight Time Rate +31.4%)



CHANGE ORDER REQUEST

COR No. 302 R1

Date: 7/26/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 458

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to construct soffit at Stair 2 to conceal utilities.	Pacific Interiors Enterprise	2,852
Reason: Requested by AOR		
Requested By: SVA Architects		
Ref: RFI 458		
		Subtotal: 2,852
Contractual Costs		
Overhead 15%		428
		Subtotal: 428
Total Change Order Request Amount:		3,280

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

CHANGE ORDER

CONTRACTOR
 ARCHITECT
 SUBCONTRACTOR
 FIELD
 OTHER

PROJECT: ELMESR-022 Elm Elementary School 450 E. Elm St Oxnard, CA 93033	CHANGE ORDER #:	22
	CHANGE ORDER DATE:	06/11/2018
	PROJECT #s:	Bernards
TO: Pacific Interiors Enterprises 2300 Knoll Dr Suite C Ventura, CA 93003 License No. 711333	DATE OF CONTRACT:	10/27/2017
	FOR:	Gypsum Board

The Contract is changed as follows:

RFI #458 - Stair 2 soffit framing to conceal utilities, per revised detail provided on 7/25/18

The original Contract Sum was	\$780,580.00
The net change by previously authorized Change Orders is	\$98,520.00
The Contract Sum prior to this Change Order was	\$879,100.00
The Contract Sum will be increased by this Change Order in the amount of	\$2,852.00
The new Contract Sum including this Change Order will be	\$881,952.00
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

_____	Pacific Interiors Enterprises	Bernards
ARCHITECT	SUBCONTRACTOR	CONTRACTOR
_____	2300 Knoll Dr Suite C Ventura, CA 93003	555 First St
ADDRESS	ADDRESS	ADDRESS
_____	License No. 711333	San Fernando, CA 91340
_____	_____	_____
BY (Signature)	BY (Signature)	BY (Signature)
_____	_____	Accounting
(Typed Name)	(Typed Name)	(Typed Name)
DATE	DATE	DATE



2300 Knoll Dr Suite C Ventura, CA 93003
Phone: 805-654-7085 Fax: 805-654-7084

Change Order Request

Project: Elm Street Elementary School

Date: 7/25/2018

Contractor: Bernards

Fax:

Attention: Kyle Ramin

Change Order: 22R

Scope of Work: RFI #458 - Stair 2 soffit framing to conceal utilities, per revised detail provided 7/25/18

Schedule of Values

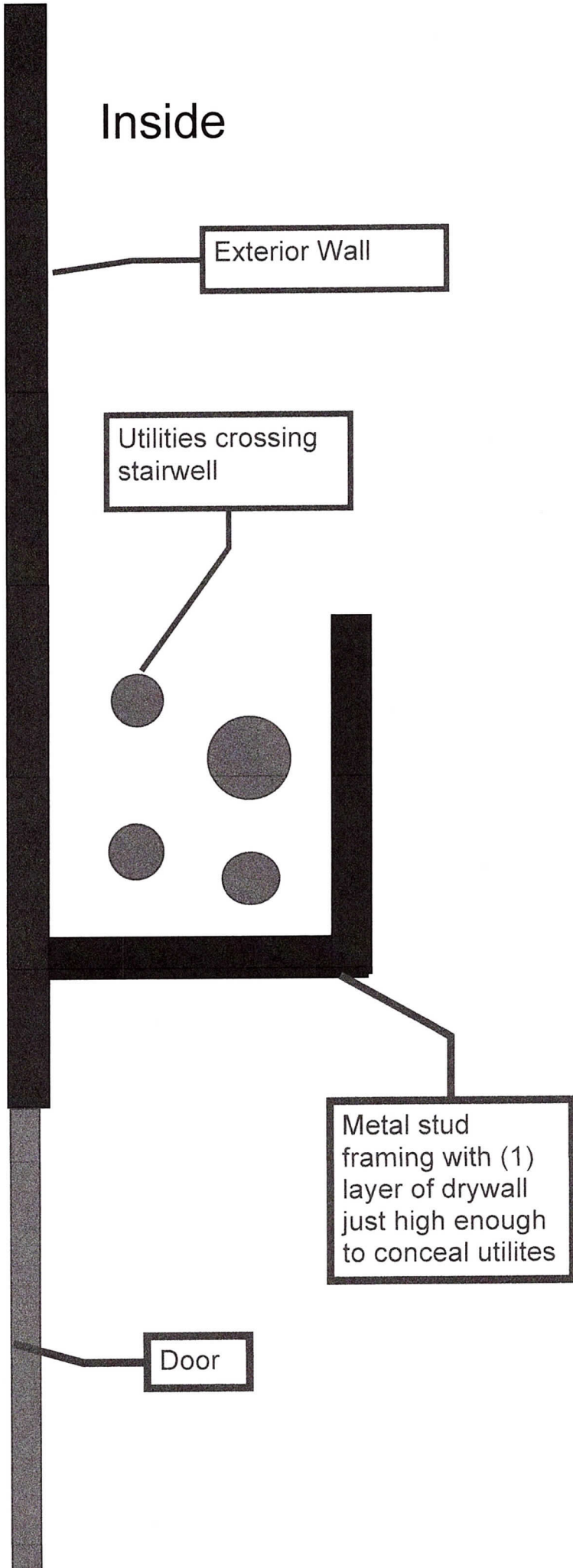
Labor	2096.62
Material	234.62
Equipment - Scaffolding	125.00
Tax 7.75% Fuel & Freight 2.5%	24.05
Subtotal	<u>2480.29</u>
Bond @ 0	0.00
Overhead & Profit @ 15%	<u>372.04</u>
Total	\$ 2,852

<u>Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Extension</u>	<u>Total</u>
Framer/Installer	20	74.78	1495.60	1495.60
Drywall Finisher	4	68.48	273.92	1769.52
Foreman	2	78.55	157.10	1926.62
Project Management	2	85.00	170.00	2096.62

<u>Material</u>	<u>Quantity</u>	<u>Unit</u>	<u>Extension</u>	<u>Total</u>
4" x 10' x 18ga stud	5	12.57	62.85	62.85
4" x 18ga track	4	11.48	45.92	108.77
5/8" Drywall	2	14.40	28.80	137.57
Cornerbead trim	1	3.25	3.25	140.82
Joint Compound	1	8.80	8.80	149.62
Delivery	1	85.00	85.00	234.62
	0	0.00	0.00	234.62
	0	0.00	0.00	234.62
	0	0.00	0.00	234.62
	0	0.00	0.00	234.62
	0	0.00	0.00	234.62

Outside

Inside



Exterior Wall

Utilities crossing stairwell

Metal stud framing with (1) layer of drywall just high enough to conceal utilites

Door



CHANGE ORDER REQUEST

COR No. 658 R0

Date: 3/22/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 316

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add checkerboard pattern with VCT in Classroom Building.	Reliable Floor Covering Inc	5,226
Reason: Directed in RFI 316		
Requested By: SVA architects		
Ref: RFI 316		
		Subtotal:
		5,226
Contractual Costs		
Overhead 15%		784
		Subtotal:
		784
Total Change Order Request Amount:		6,010

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

RELIABLE FLOOR COVERING, INC.

February 5, 2018

Bernards Builders
 555 First Street
 San Fernando, CA 91340
 Tel: 818-898-1521
 Email: gsierra@bernards.com

Attn Gina Sierra
 Re: Elm Elementary School
 CO – VCT Pattern

The following is the cost breakdown to provide the VCT in the Classrooms in a 2 color checkerboard pattern per RFI 316.

Scope of work: Provide additional labor to provide VCT in Classrooms and Kindergarten Classrooms in 2 color checkerboard pattern per RFI 316.

ADDITIVE:		
Labor (8 man days)	64 hours @ \$71.00 per hour	\$ 4,544.00
Sub Total:		\$ 4,544.00
15% Overhead and Profit:		\$ 681.60
Total Additive Price Tax Included:		\$ 5,225.60

Sincerely

Will Alexander



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 316

Project: Elm Elementary School Reconstruction Project

Date: 01-18-18

Discipline: Architectural

Subject: Desired Patterns for VCT-

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
131-096500	Resilient Flooring Submittal	

QUESTION

Ref. 131-096500-0 Resilient Flooring- reviewed

Please provide the desired pattern of the 3 colors approved. Please note that any pattern besides a random pattern will need a design drawing to determine waste and will result in additional labor.

ANSWER

See attached sketch for VCT layout for the Classrooms and Kindergarten Classrooms
Admin building will have one VCT tile color (patina), rotating the grain 90 deg each tile.
Elevator in Classroom Building will have VCT tile color (patina), rotating the grain 90 deg each tile.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Reliable Floor Covering Inc	Will Alexander	2/5/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Will Alexander - Reliable Floor Covering Inc - Author Number: 1

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 316

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 01-18-18
Discipline: Architectural

Subject: Desired Patterns for VCT-

Response Requested By: 01-25-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
131-096500	Resilient Flooring Submittal	

QUESTION

Ref. 131-096500-0 Resilient Flooring- reviewed

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Response Provided By: Tom Bardwell SVA Architects 02/02/18
Name Company Date

Question Initiated By: Will Alexander - Reliable Floor Covering Inc - Author Number: 1

Submitted By: Gina Sierra - Bernards

From: Will Alexander <will@reliablefloor.org>
Sent: Thursday, January 18, 2018 10:20 AM
To: Gina Sierra
Subject: Re: Elm ES - Submittal #131-096500-0 Resilient Flooring and Rubber base-Product Data, Samples, Maintenance-reviewed.pdf

Gina:

Please provide the desired pattern of the 3 colors approved. Please note that any pattern besides a random pattern will need a design drawing to determine waste and will result in additional labor.

On Thu, Jan 4, 2018 at 2:33 PM, Gina Sierra <GSierra@bernards.com> wrote:

Will

Please see attached Submittal #131-096500-0 Resilient Flooring and Rubber base-Product Data, Samples, Maintenance-reviewed.

Gina Sierra
Project Engineer

Elm Street Elementary School Reconstruction

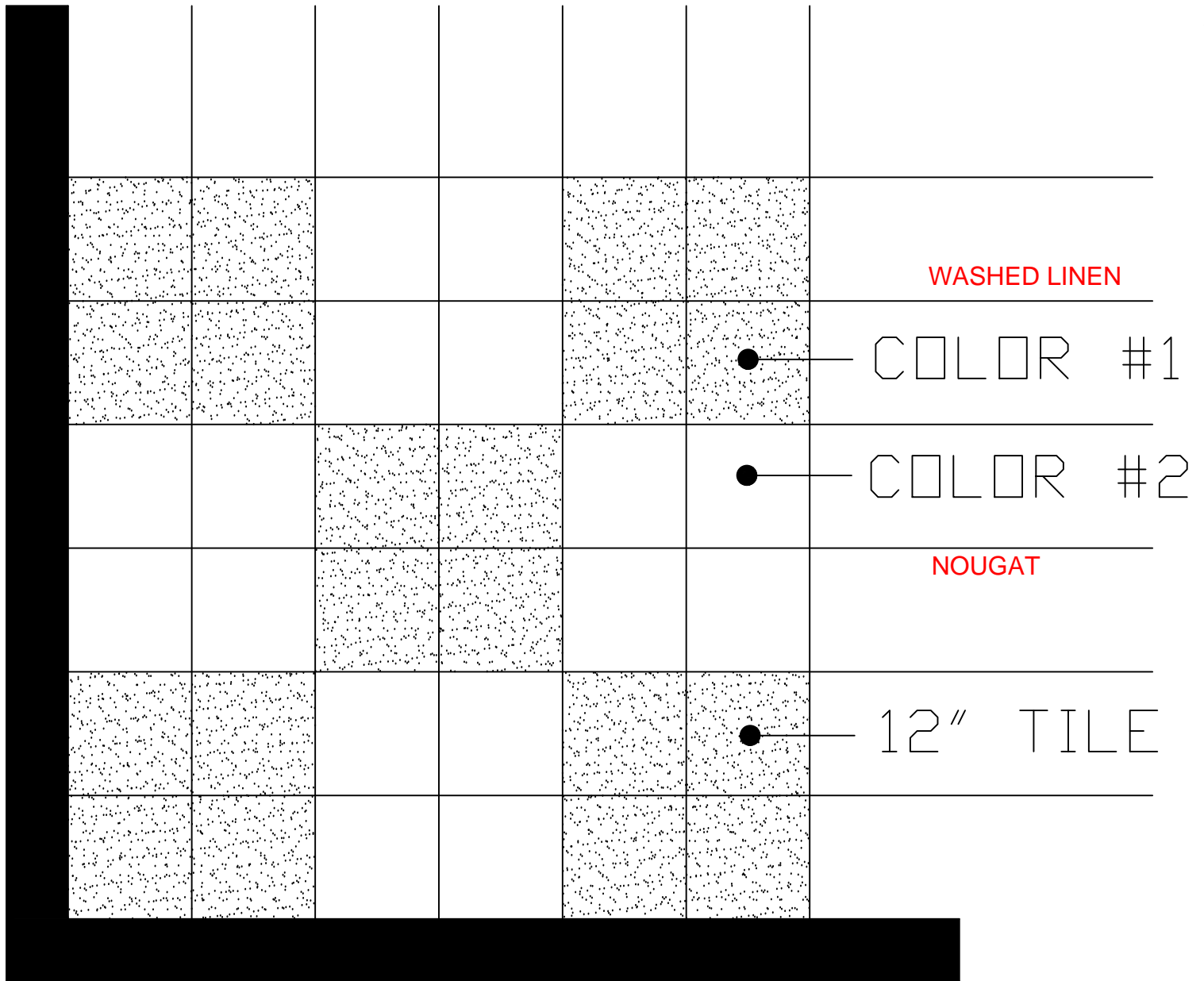


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450 East Elm Street | Oxnard, CA 93033

T [818.898.1521](tel:818.898.1521) | F [818.365.0065](tel:818.365.0065) | C [818.535.6954](tel:818.535.6954)
W www.bernards.com | E gsierra@bernards.com

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TYPICAL CLASSROOM VCT PATTERN
PLAN VIEW & Kindergarten



HOURLY LABOR COST RATES

Sub/Contractor: Commercial Cleaning **Trade:** Laborer
Date: 2/22/2019 **Classification:** Journeyman - Group 1
Project: Elm Elementary School
Rate Effective Through: January 1, 2019 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 35.35	\$ 53.04	\$ 70.70
Vacation & Holiday Accrual	\$ 2.05	\$ 2.05	\$ 2.05
Hourly Taxable Wage Costs Subtotal	\$ 37.40	\$ 55.09	\$ 72.75
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.19	\$ 3.29	\$ 4.38
Medicare	\$ 0.51	\$ 0.77	\$ 1.03
FUI	\$ 0.04	\$ 0.06	\$ 0.08
SUI	\$ 0.31	\$ 0.47	\$ 0.62
Workers Compensation Insurance	\$ 7.47	\$ 7.47	\$ 7.47
Payroll Tax	\$ 3.07	\$ 3.07	\$ 3.07
Hourly Payroll Tax & Insurance Subtotal	\$ 13.60	\$ 15.13	\$ 16.66
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 5.33	\$ 5.33	\$ 5.33
Pension & Retirement (or equivalent)	\$ 6.55	\$ 6.55	\$ 6.55
Vacation	\$ 2.05	\$ 2.05	\$ 2.05
Training (or equivalent)	\$ 0.63	\$ 0.63	\$ 0.63
Industry Fund	\$ 0.28	\$ 0.28	\$ 0.28
Contract Administration	\$ -	\$ -	\$ -
Center for Contract Compliance	\$ -	\$ -	\$ -
Labors Trust Administration	\$ -	\$ -	\$ -
Uniform	\$ 0.27	\$ 0.27	\$ 0.27
Subsistance	\$ 4.89	\$ 4.89	\$ 4.89
Hourly Benefits Subtotal	\$ 20.00	\$ 20.00	\$ 20.00
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 71.00	\$ 90.22	\$ 109.41

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:	Commercial Cleaning	Trade:	
Date:	6/20/2018	Classification:	
Project:	Elm Elementary School	Union :	X
Rate Effective Through:	January 1, 2018		

	Straight Time
A. HOURLY TAXABLE WAGE COSTS	
Hourly Wage	\$ 18.62
Vacation & Holiday Accrual	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 18.62
B. HOURLY PAYROLL TAX & INSURANCE	
Social Security	\$ 1.15
Medicare	\$ 0.27
FUI	\$ 0.02
SUI	\$ 0.16
Workers Compensation Insurance	\$ 3.94
General Liability Insurance (If Applicable)	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 5.55
C. HOURLY BENEFITS	
Health & Welfare (or equivalent)	\$ 5.12
Pension & Retirement (or equivalent)	\$ 1.56
Vacation	\$ 3.39
Training (or equivalent)	\$ 0.69
Industry Fund	\$ 0.08
Contract Administration	\$ 0.07
Center for Contract Compliance	\$ 0.30
Labors Trust Administration	\$ 0.06
Partnership Advanced Fund	\$ 0.10
Annuity Fund	\$ 0.25
Hourly Benefits Subtotal	\$ 11.37
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 35.54

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|---|-------------------------------------|
| <i>1. Overhead</i> | <i>5. Consumables</i> |
| <i>2. Profit</i> | <i>6. Bonus or incentive payme.</i> |
| <i>3. Vehicle & transportation expenses</i> | <i>7. Communications</i> |
| <i>4. Small tools</i> | <i>8. Supervision</i> |

Laborer

Apprentice - Ist period

Non Union:

<u>Time & 1/2</u>	<u>Double Time</u>
\$ 27.93	\$ 37.24
\$ -	\$ -
<hr/>	<hr/>
\$ 27.93	\$ 37.24
\$ 1.73	\$ 2.31
\$ 0.40	\$ 0.54
\$ 0.03	\$ 0.04
\$ 0.25	\$ 0.33
\$ 3.94	\$ 3.94
\$ -	\$ -
<hr/>	<hr/>
\$ 6.35	\$ 7.16
\$ 5.12	\$ 5.12
\$ 1.56	\$ 1.56
\$ 3.39	\$ 3.39
\$ 0.69	\$ 0.69
\$ 0.08	\$ 0.08
\$ 0.07	\$ 0.07
\$ 0.30	\$ 0.30
\$ 0.06	\$ 0.06
\$ 0.10	\$ 0.10
\$ 0.25	\$ 0.25
<hr/>	<hr/>
\$ 11.37	\$ 11.37
\$ 45.65	\$ 55.77

nts



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 316

Project: Elm Elementary School Reconstruction Project

Date: 01-18-18

Discipline: Architectural

Subject: Desired Patterns for VCT-

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
131-096500	Resilient Flooring Submittal	

QUESTION

Ref. 131-096500-0 Resilient Flooring- reviewed

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Company	Contact	Date Sent
Reliable Floor Covering Inc	Will Alexander	2/5/2018

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Question Initiated By: Will Alexander - Reliable Floor Covering Inc - Author Number: 1

Submitted By: Gina Sierra - Bernards



REQUEST FOR INFORMATION

RFI No.: 316

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: Desired Patterns for VCT-

Date: 01-18-18
Discipline: Architectural

Response Requested By: 01-25-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
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Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>02/02/18</u>
	Name	Company	Date

Question Initiated By: Will Alexander - Reliable Floor Covering Inc - Author Number: 1

Submitted By: Gina Sierra - Bernards

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Project Engineer

Elm Street Elementary School Reconstruction

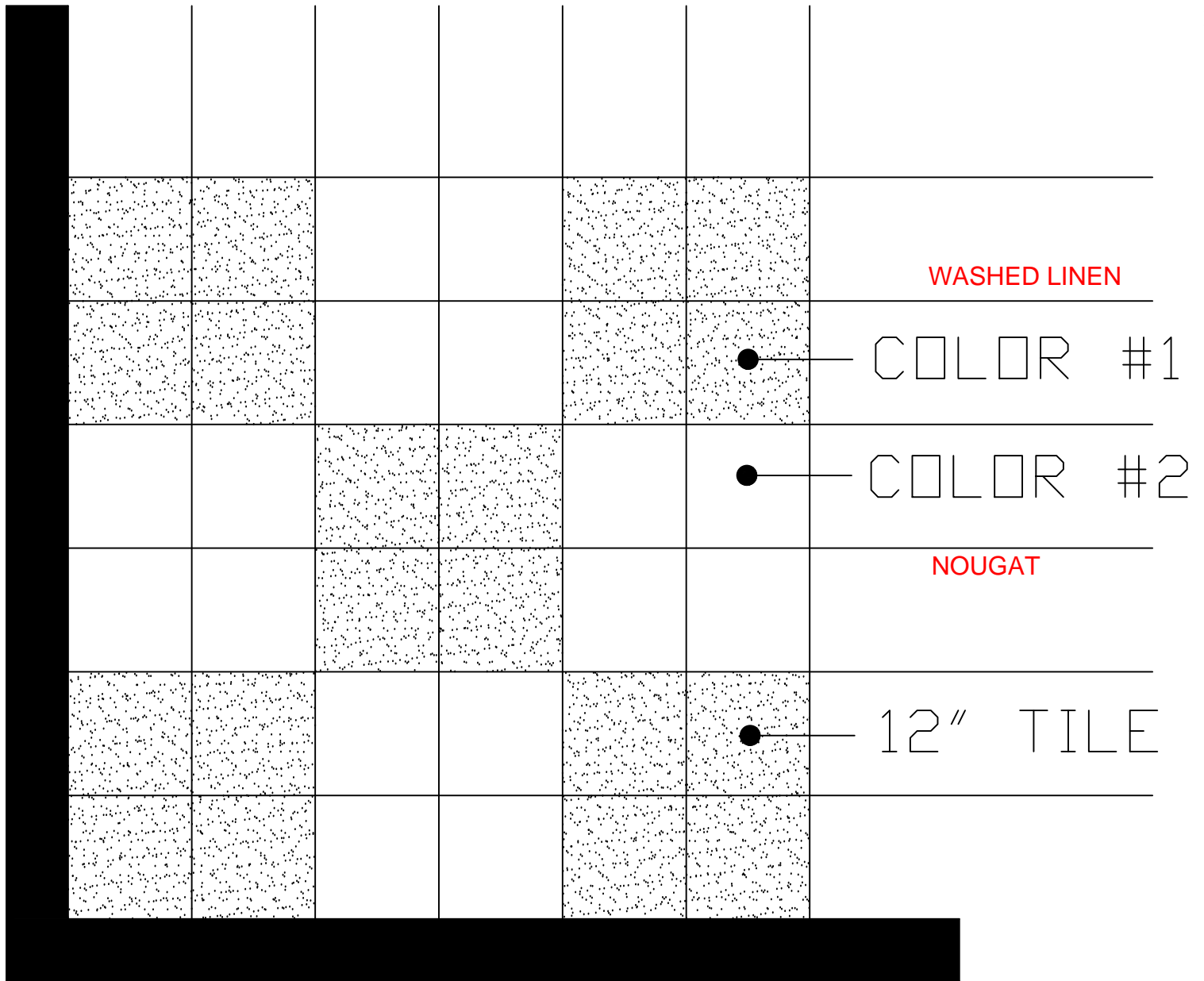


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TYPICAL CLASSROOM VCT PATTERN
PLAN VIEW & Kindergarten

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14th) day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Elm Street Elementary School, located at 450 East Elm Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

#16-199

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

- 2 -

#16-199

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

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibits A and B** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00). The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of Twenty-One Million Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents (\$21,462,701.00) and, (2) a Contractor Contingency in the amount of Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00), and, (3) Sublease Payments in the amount of \$97,112.00 per month for 12 months, for a total lease value of One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00) pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibits A and B** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

#16-199

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

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

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

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

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

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

- 6 -

#16-199

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.

- 7 -

#16-199

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of

- 8 -

#16-199

proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- 9 -

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

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

#16-199

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.

- 11 -

#16-199

- 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.

- 12 -

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.

#16-199

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,

- 16 -

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

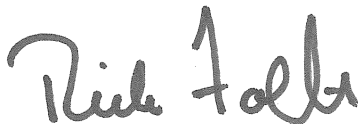
SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR

Bernards



THE DISTRICT

Oxnard School District,
a California school district

- 18 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

#16-199

By: Rick Fochtman

Title: Senior Vice President

Date: 01/12/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 1-24-17

- 19 -

OXNARD SCHOOL DISTRICT
Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

1005

#16-199

EXHIBITS A and B

Scope of Work

- 20 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

1006

EXHIBIT A**Scope of Work**

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project will be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

GENERAL PLAN SHEETS**PLAN SHEET DATE**

GEN-1	SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2	GENERAL NOTES	1/8/2016
GEN-3	PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4	COMMON AREA ACCESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5	SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6	ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016

CIVIL PLAN SHEETS

C-01	TITLE SHEET	4/8/2016
C-02	DETAIL SHEET	4/8/2016
C-03	DETAIL SHEET	4/8/2016
C-04	DETAIL SHEET	4/8/2016
C-05	DEMOLITION PLAN	4/8/2016
C-06	PRECISE GRADING	4/8/2016
C-07	PRECISE GRADING	4/8/2016
C-08	UTILITY PLAN	4/8/2016
C-09	STORM DRAIN PLAN	4/8/2016
C-10	STORM DRAIN DETAILS	4/8/2016
C-11	STORM DRAIN DETAILS	4/8/2016
C-12	STORM DRAIN DETAILS	4/8/2016
C-13	STORM DRAIN DETAILS	4/8/2016

ARCHITECTURE PLAN SHEETS

A0-0.1	PROJECT DATA	1/8/2016
A0-1.0	CAMPUS PLAN	1/8/2016
A0-1.1	SITE PLAN	1/8/2016
A0-1.2	FIRE ACCESS PLAN	1/8/2016
A0-1.3	ENLARGED SITE PLANS	1/8/2016
A0-2.1	CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2	MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3	ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4	KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53-1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

		1/8/2016
A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016

STRUCTURAL PLAN SHEETS

		1/8/2016
S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

STRUCTURAL PLAN SHEETS, continued

SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016

PLUMBING PLAN SHEETS

P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014

FIRE SPRINKLER PLAN SHEETS

FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016

EXHIBIT A

Scope of Work

FIRE SPRINKLER PLAN SHEETS, continued

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

MECHANICAL PLAN SHEETS

M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014

EXHIBIT A

Scope of Work

MECHANICAL PLAN SHEETS, continued

M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

ELECTRICAL PLAN SHEETS

E-0.1	GENERAL NOTES AND ABBREVIATIONS	3/6/2015
E-0.2	ELECTRICAL SYMBOL LIST	3/6/2015
E-0.3	FIRE ALARM SYMBOL LIST	3/6/2015
E-0.4	CABLE SCHEDULE	3/6/2015
E-0.5	LIGHT FIXTURE SCHEDULE	3/6/2015
E-0.6	MECHANICAL SCHEDULE	3/6/2015
E-1.1	SITE UTILITY PLAN	3/6/2015
E-1.2	ELECTRICAL SITE PLAN	3/6/2015
E-1.3	SITE LIGHTING PLAN	3/6/2015
E-1.4	SITE LIGHTING CALC. PLAN	3/6/2015
E-1.6	SIGNAL SITE PLAN	3/6/2015
E1-2.1F	CLASSROOM FIRST FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.1L	CLASSROOM FIRST FLOOR LIGHTING PLAN	3/6/2015
E1-2.1LC	CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL	3/6/2015
E1-2.1LCE	CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.1P	CLASSROOM FIRST FLOOR POWER PLAN	3/6/2015
E1-2.1S	CLASSROOM FIRST FLOOR SIGNAL PLAN	3/6/2015
E1-2.2F	CLASSROOM SECOND FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.2L	CLASSROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E2-3.1	MULTI-PURPOSE ROOF POWER PLAN	3/6/2015
E2-4.1	MULTI-PURPOSE ENLARGED PLAN	3/6/2015
E2-5.1	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-5.2	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-6.1	MULTI-PURPOSE F. A. RISER DIAGRAM	3/6/2015
E2-6.2	MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E2-8.1	MULTI-PURPOSE TITLE 24	3/6/2015
E2-8.2	MULTI-PURPOSE TITLE 24	3/6/2015
E3-2.1F	ADMINISTRATION FIRE ALARM PLAN	3/6/2015
E3-2.1L	ADMINISTRATION LIGHTING PLAN	3/6/2015
E3-2.1LC	ADMINISTRATION LIGHTING CALC NORMAL	3/6/2015
E3-2.1LCE	ADMINISTRATION LIGHTING CALC EGRESS	3/6/2015
E3-2.1P	ADMINISTRATION POWER PLAN	3/6/2015
E3-2.1S	ADMINISTRATION SIGNAL PLAN	3/6/2015
E3-2.2P	ADMINISTRATION ROOF POWER PLAN	3/6/2015
E3-3.1	ADMINISTRATION BUILDING ENLARGED PLAN	3/6/2015
E3-5.1	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-5.2	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-6.1	ADMINISTRATION F. A. RISER DIAGRAM	3/6/2015
E3-6.2	ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E3-8.1	ADMINISTRATION TITLE 24	3/6/2015
E3-8.2	ADMINISTRATION TITLE 24	3/6/2015
E4-2.1F	KINDERGARTEN FIRE ALARM PLAN	3/6/2015
E4-2.1L	KINDERGARTEN LIGHTING PLAN	3/6/2015
E4-2.1LC	KINDERGARTEN LIGHTING CALC NORMAL	3/6/2015
E4-2.1LCE	KINDERGARTEN LIGHTING CALC EGRESS	3/6/2015
E4-2.1P	KINDERGARTEN POWER PLAN	3/6/2015
E4-2.1S	KINDERGARTEN SIGNAL PLAN	3/6/2015
E4-3.1	KINDERGARTEN ENLARGED PLAN	3/6/2015
E4-5.1	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-5.2	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-6.1	KINDERGARTEN F. A. RISER DIAGRAM	3/6/2015
E4-6.2	KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E4-8.1	KINDERGARTEN TITLE 24	3/6/2015
E4-8.2	KINDERGARTEN TITLE 24	3/6/2015
E-4.0	SINGLE LINE DIAGRAM	3/6/2015
E-6.0	ELECTRICAL BLOCK DIAGRAMS	3/6/2015
E-7.1	MOUNTING DETAILS	3/6/2015
E-7.2	MOUNTING DETAILS	3/6/2015
E-7.3	MOUNTING DETAILS	3/6/2015
E-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E-7.6	MISC. DETAIL	3/6/2015
E-7.7	MISC. DETAIL	3/6/2015
E-7.8	FIRE ALARM DETAILS	3/6/2015
E-7.9	FIRE ALARM DETAILS	3/6/2015
E-7.10	SIGNAL DETAILS	3/6/2015
E-8.1	OUTDOOR LIGHTING TITLE 24	3/6/2015

FOOD SERVICE PLAN SHEETS

FS-001	SYMBOLS, NOTES & INDEX	6/8/2016
FS-101	EQUIPMENT FLOOR PLAN	6/8/2016
FS-201	EQUIPMENT SCHEDULE	6/8/2016
FS-301	PLUMBING PLAN	6/8/2016
FS-401	ELECTRICAL PLAN	6/8/2016
FS-501	REFRIGERATION & CONDUIT PLAN	6/8/2016
FS-502	REFRIGERATION DETAILS	6/8/2016
FS-503	WALK-IN DETAILS	6/8/2016
FS-601	BUILDING WORKS & EXHAUST PLAN	6/8/2016
FS-602	HOOD DETAILS	6/8/2016
FS-603	HOOD DETAILS	6/8/2016
FS-604	VEGETABLE WASHING SYSTEM	6/8/2016
FS-701	EQUIPMENT ELEVATIONS	6/8/2016
FS-801	CONSTRUCTION DETAILS & SECTIONS	6/8/2016

THEATRICAL LIGHTING PLAN SHEETS

TL2.1.1	STAGE LIGHTING PLAN	4/8/2016
TL2.1.2	STAGE LIGHTING RCP	4/8/2016
TL6.0.1	STAGE LIGHTING SECTION	4/8/2016
TL8.1.1	STAGE LIGHTING DETAILS	4/8/2016
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

LANDSCAPE PLAN SHEETS

L101	IRRIGATION PLAN	6/20/2016
L102	IRRIGATION PLAN	6/20/2016
L103	IRRIGATION LEGEND & NOTES	6/20/2016
L201	PLANTING PLAN	6/20/2016
L202	PLANTING PLAN	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016

EXHIBIT A

Scope of Work

Prepared by SVA Architects

PROJECT SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

00 00 02	TABLE OF CONTENTS	8/1/2016
00 07 00	GENERAL CONDITIONS	8/1/2016
01 11 00	SUMMARY OF WORK	8/1/2016
01 20 00	PRICE AND PAYMENT PROCEDURES	8/1/2016
01 30 00	ADMINISTRATIVE REQUIREMENTS	8/1/2016
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8/1/2016
01 32 00	CONSTRUCTION SCHEDULE - NETWORK ANALYSIS	8/1/2016
01 33 00	SUBMITTAL PROCEDURES	8/1/2016
01 42 30	REFERENCE STANDARDS	8/1/2016
01 45 00	QUALITY CONTROL	8/1/2016
01 45 80	TESTING LABORATORY SERVICES	8/1/2016
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8/1/2016
01 60 00	PRODUCT REQUIREMENTS	8/1/2016
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	8/1/2016
01 63 00	PRODUCT SUBSTITUTION PROCEDURES	8/1/2016
01 73 00	EXECUTION REQUIREMENTS	8/1/2016
01 73 20	CUTTING AND PATCHING	8/1/2016
01 77 00	CLOSEOUT PROCEDURES	8/1/2016

DIVISION 2 - EXISTING CONDITIONS

02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016

DIVISION 3 - CONCRETE

03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN -PLACE CONCRETE	8/1/2016

DIVISION 4 - MASONRY

04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016
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DIVISION 5 - METAL WORK

05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016

DIVISION 6 - WOOD AND PLASTIC

06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 6 - WOOD AND PLASTIC, continued**

06 50 00	OPEN WEB TRUSS	8/1/2016
06 60 00	RED-I JOIST	8/1/2016
06 70 00	REDLAM LVL	8/1/2016

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 14 00	FLUID-APPLIED WATERPROOFING	8/1/2016
07 16 16	CRYSTALLINE WATERPROOFING	8/1/2016
07 21 00	THERMAL INSULATION	8/1/2016
07 25 00	WEATHER BARRIERS	8/1/2016
07 28 00	BUILDING ENVELOPE UNDERLAYMENT	8/1/2016
07 31 10	ASPHALT SHINGLES	8/1/2016
07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)	8/1/2016
07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	8/1/2016
07 72 00	ROOF ACCESSORIES	8/1/2016
07 81 00	APPLIED FIREPROOFING	8/1/2016
07 84 00	FIRE STOPPING	8/1/2016
07 90 05	JOINT SEALERS	8/1/2016

DIVISION 8 - DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	8/1/2016
08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
08 43 13	ALUMINUM-FRAMED STOREFRONTS	8/1/2016
08 5 113	ALUMINUM WINDOWS	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 1	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 2	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 3	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 4	8/1/2016
08 80 00	GLAZING	8/1/2016

DIVISION 9 - FINISHES

09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/1/2016
09 21 16	GYPSUM BOARD ASSEMBLIES	8/1/2016
09 22 16	NON-STRUCTURAL METAL FRAMING	8/1/2016
09 22 36	METAL LATH	8/1/2016
09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
09 51 00	ACOUSTICAL CEILINGS	8/1/2016
09 65 00	RESILIENT FLOORING	8/1/2016
09 65 66	RESILIENT ATHLETIC FLOORING	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 9 - FINISHES, continued

09 68 00	CARPET TILE	8/1/2016
09 77 33	FIBER REINFORCED PANELS	8/1/2016
09 84 00	ACOUSTIC ROOM COMPONENTS	8/1/2016
09 84 13	FIXED SOUND-ABSORPTIVE PANELS	8/1/2016
09 90 00	PAINTING AND COATING	8/1/2016
09 93 00	CONCRETE STAINING	8/1/2016

DIVISION 10 - SPECIALTIES

10 11 01	VISUAL DISPLAY BOARDS	8/1/2016
10 14 00	SIGNAGE	8/1/2016
10 21 13	PLASTIC TOILET COMPARTMENTS	8/1/2016
10 22 29	FULL HEIGHT GLAZED PARTITION SYSTEM	8/1/2016
10 28 00	TOILET ACCESSORIES	8/1/2016
10 44 00	FIRE PROTECTION SPECIALTIES	8/1/2016
10 51 00	LOCKERS	8/1/2016
10 71 13	FIXED SUN SCREENS	8/1/2016
10 75 00	FLAGPOLES	8/1/2016

DIVISION 11 - EQUIPMENT

11 40 00	FOOD SERVICE EQUIPMENT	8/1/2016
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DIVISION 12 - FURNISHING

12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016

DIVISION 13 - SPECIAL CONSTRUCTION

13 00 00	NOT USED -	N/A
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DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	8/1/2016
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DIVISION 21 - FIRE SUPPRESSION

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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DIVISION 22 - PLUMBING

22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 23 - MECHANICAL**

23 05 00	COMMON WORK RESULTS FOR HVAC	8/1/2016
23 05 13	BASIC HVAC MATERIALS AND METHODS	8/1/2016
23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
23 07 00	HVAC INSULATION	8/1/2016
23 08 00	HVAC SYSTEMS COMMISSIONING	8/1/2016
23 08 13	ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING	8/1/2016
23 09 23	ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS	8/1/2016
23 30 00	AIR DISTRIBUTION	8/1/2016
23 33 19	DUCT SILENCERS	8/1/2016
23 38 13	KITCHEN VENTILATION SYSTEM	8/1/2016
23 80 00	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT	8/1/2016

DIVISION 26 - ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8/1/2016
26 05 13	BASIC ELECTRICAL MATERIALS AND METHODS	8/1/2016
26 05 19	LOW VOLTAGE WIRES	8/1/2016
26 05 26	GROUNDING BONDING	8/1/2016
26 05 33	RACEWAYS, BOXES, FITTINGS, AND SUPPORTS	8/1/2016
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
26 09 23	LIGHTING CONTROL SYSTEMS	8/1/2016
26 10 00	SERVICE ENTRANCE	8/1/2016
26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
26 24 13	SWITCHBOARDS	8/1/2016
26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
26 50 00	LIGHTING	8/1/2016
26 52 00	EMERGENCY POWER	8/1/2016
26 55 61	THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT	8/1/2016

DIVISION 27 - COMMUNICATIONS

27 05 36	CABLE TRAYS FOR COMMUNICATIONS	8/1/2016
27 51 16	PUBLIC ADDRESS/CLOCK SYSTEM	8/1/2016
27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 16 00	INTRUSION ALARM SYSTEM	8/1/2016
28 23 00	VIDEO SURVEILLANCE (CCTV) SYSTEM	8/1/2016
28 31 00	FIRE DETECTION ALARM	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	8/1/2016
32 12 16	ASPHALT PAVING	8/1/2016
32 13 13	CONCRETE PAVING	8/1/2016
32 16 13	CURBS AND GUTTERS	8/1/2016
32 17 13	PARKING CURBS	8/1/2016
32 17 23	PAVEMENT MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

APPENDICES

ACM SURVEY	EORM -Environmental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Environmental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Environmental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Environmental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Environmental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL REPORT	Earth Systems Southern California	3/4/2014
MEPF CONTRACTOR QUALIFICATION PROCESS	Oxnard School District	
SWPPP REPORT	Rick Engineering Company	10/25/2016
SWPPP Plan	Rick Engineering Company	11/17/2016
Pre Bid RFI's - #1 - 52	SVA Architects, Inc.	11/15/2016



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OXNARD SCHOOL DISTRICT



ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

To: Marlene Hickie
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue #106
Oxnard, CA 93035

BID SUMMARY



BID SUMMARY

Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Building Summary

Elm Street Elementary School Reconstruction

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

Subtotal				\$ 18,681,807
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General Conditions				1,755,609
General Requirements				365,885
Contractors Bond		0.64%		148,101
CCIP		1.25%		287,739
Builders Risk		1.15%		268,303
Subcontractor Default Insurance		1.20%		224,182
General Contractor's Fee		4.00%		896,419

SUBTOTAL				\$ 22,628,045
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Contractors Contingency		3.00%		678,841
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TOTAL				\$ 23,306,886
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Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43



SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description		Recommended Subcontractor	Bids Received	Amount
01000	ALLOWANCES			\$ 960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$ 67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$ 58,648
03200	REINFORCING STEEL	Stantru	3	\$ 182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$ 1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$ 43,195
04200	MASONRY	Skidmore Masonry	2	\$ 79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$ 501,400
05700	ORNAMENTAL METALS			w/ Structural Steel
06100	ROUGH CARPENTRY	WS Klem	2	\$ 2,984,977
06200	MILLWORK / CABINETRY / COUNTERTOPS	ICI Millwork	4	\$ 65,042
07140	WATERPROOFING	Systems WP	4	\$ 95,436
07200	INSULATION	DJ Insulation	3	\$ 80,000
07540	ROOFING	Eberhard	4	\$ 344,200
07600	SHEET METAL	R&J SM	2	\$ 220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$ 236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$ 317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$ 1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$ 118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$ 190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$ 114,964
09900	PAINTING	Vanguard	8	\$ 329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$ 335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$ 525,000
10140	SIGNAGE	Kendall Sign	6	\$ 60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$ 48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$ 349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$ 24,950
14200	ELEVATORS	Otis	1	\$ 143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$ 283,790
22000	PLUMBING	Precision Plumbing	5	\$ 728,974
23000	HVAC	Sheldon Mech.	5	\$ 1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$ 2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$ 936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$ 239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$ 671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$ 270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$ 363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$ 519,039

SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description	Recommended Subcontractor	Bids Received	Amount
Subcontracted Direct Costs			
		140	\$ 18,681,807
General Conditions			\$ 1,755,609
General Requirements			\$ 365,885
General Contractor Bond		0.64%	\$ 148,101
CCIP		1.25%	\$ 287,739
Builders Risk		1.15%	\$ 268,303
Subcontractor Default Insurance		1.20%	\$ 224,182
General Contractor's Fee		4.00%	\$ 896,419
Contractor Contingency		3.00%	\$ 678,841
Total Contract Amount			\$ 23,306,886

ALLOWANCES

ALLOWANCES

QUALIFICATIONS

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
Base Bid	42,000	39,504	65,100	44,975	76,000	Incomplete
Spec #: 017300	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Set-up	Included	Included	Included	Included	Included	
Travel Costs	5,000	5,000	5,000	5,000	5,000	
Horizontal Control	Included	Included	Included	Included	Included	
Survey Boundary Map	5,800	5,920	5,800	5,800	5,800	
Excavation	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
Buildings	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
Site	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
Recommendation:		Amount				
Hunsaker & Assoc.		58,648				

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	10 Days	30 Days	30 Days	30 Days	60 Days	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Abatement						
Potential Inaccessible Asbestos Materials	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Asbestos as Surveyed	N/A	N/A	N/A	N/A	N/A	N/A
Abatement for Grading	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Demo - Standard Industries	297,500	331,603	322,000	331,603	331,603	331,603
Phase 1	Included	Included	Included	Included	Included	Included
Offsite per Page 4 of 4	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) PCC Curb and Gutter	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) Sidewalks	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) 2' AC Paving in Street Along Elm, Montrose and Fir - 9/C02	Included	Included	Included	Included	Included	Included
Sawcut AC in Street for New Utilities - C08	4,608	4,608	4,608	4,608	4,608	4,608
Sawcut and Remove (E) Curb Ramps for New ADA Ramps with Truncated Domes	Included	Included	Included	Included	Included	Included
Onsite Clearing / Demolition - C05	Included	Included	Included	Included	Included	Included
Underground Utility Location	2,400	2,400	2,400	2,400	2,400	2,400
Remove Existing Trees	Included	Included	Included	Included	Included	Included
Sawcut & Remove AC Paving Parking Lot	Included	Included	Included	Included	Included	Included
Remove Fencing and Gates	Included	Included	Included	Included	Included	Included
Remove (E) Utilities, SD & Irrigation	Included	Included	Included	Included	Included	Included
(E) Drywell per RFI 35	Included	Included	Included	Included	Included	Included
Remove Trash Enclosure	Included	Included	Included	Included	Included	Included
Phase 2	Included	Included	Included	Included	Included	Included
Remove All Existing Facilities - Portables & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Date Printed	12/6/2016
					Sharma Gen. Eng.	Toro Ent.
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Grading	579,100	536,995	533,500	720,118	748,340	589,068
Water Meter and Construction Watering for Own Scope	21,000	21,000	21,000	21,000	21,000	21,000
Move-Ins	Included	Included	Included	Included	Included	Included
April '17 Movie-In for MPR Bldg Due to Portables	Included	Included	Included	Included	Included	Included
Mass Excavation and Fine Grade Subgrade	Included	Included	Included	Included	Included	Included
Temp Soil Stabilization	7,500	7,500	7,500	7,500	7,500	7,500
Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39	Included	Included	Included	Included	Included	Included
Extend 5' from Perimeter Edges - RFI 7	Included	Included	Included	Included	Included	Included
Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7	Included	Included	Included	Included	Included	Included
1' Crushed Rock	Included	Included	Included	Included	Included	Included
Over-Ex at Elevator Pit, 1.5' Below Bottom and 3' Lateral per RFI 40	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Site Conditions	Included	Included	Included	Included	Included	Included
Sub-Grade Compaction of 95%	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Play Field (Phase 2)	Included	Included	Included	Included	Included	Included
Import per Geotech +/- 8,000 CY	Included	Included	Included	Included	Included	Included
Export Spoils Stockpiled by Others	\$19 / CY	\$20.30 / CY	\$29 / CY	\$25.57 / CY	\$26.10 / CY	\$28.80 / CY
Concrete Spoils	18,810	20,097	28,710	25,314	25,839	28,512
Site Utilities	9,500	10,150	14,500	12,785	13,050	14,400
Plumbing, Electrical	1,900	2,030	2,900	2,557	2,610	2,880
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
TOTALS	942,318	936,383	937,118	1,127,885	1,156,950	1,001,971
Recommendation:	Amount					
Damar Const.	936,383					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
Base Bid	384,000	221,230	205,557		
Spec #: 321126, 321216, 321723	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days					
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
AC Paving	Included	Included	Included		
Phase 1	Included	Included	Included		
Road Work at Elm, Montrose & Fir	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 8" Sub Base	Included	Included	10,981		
4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
Phase 1A	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
Phase 2	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
Striping	ABC Resources	Included	ABC Resources		
Parking Lot - 4/C02	14,368	9,800	14,368		
Concrete Wheel Stops - 7/Gen2	Included	Included	Included		
Stripe Crosshatch Areas	Included	Included	Included		
Standard Parking Spaces	Included	Included	Included		
Fire Lane Curbs Red - F12/A01.2	Included	Included	Included		
Handicap Parking Spaces	Included	Included	Included		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		



Bid Evaluation Report

Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.		Date Printed	12/6/2016
Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included			
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
TOTALS	401,532	239,302	260,553	0	0	0
Recommendation:	Amount					
Onyx Paving	239,302					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
Base Bid	See Below	625,000	479,000	Incomplete		
Spec #: 321213, 321613, 321713	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
On Site	Included	Included	Included			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg with Truncated Domes- 6/C02	2,040	Included	Included			
Curb & Gutters	21,890	Included	Included			
Parking Lot per C06	Included	Included	Included			
6" Curb and Gutter - 111/C03	Included	Included	Included			
6" PCC Curb - 111/C03	Included	Included	Included			
0" Curb - 12/C02	Included	Included	Included			
Curb Ends - 7/C02	Included	Included	Included			
Concrete Mow Curbs at Site Fencing and Site Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301	2,256	2,256	2,256			
Concrete Stairs at Stair 3 Per 1/A1-45.3	17,680	18,000	Included			
Fire Hydrant Bollards/Footings - 301/C04 (12)	Included	Included	Included			
3' Deep Footings	3,600	3,600	3,600			
Footings for Site Fencing and Gates - 3&4/A63.5	Included	Included	Included			
Kindergarten Bldg per RFI 41	Included	Included	Included			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
					Throughout Site per A0-1.1	Included
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250		Included			
Marquee Sign Footing & Cap per 18/S303	4,320		Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 9&10/S303 - (3'-6" x 1'-4")	17,380	Included	17,380			
9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
Base for all Paving	41,045	Included	Included			
Reinforcing Steel for All Work	37,762	Included	39,300			
Control and Expansion Joints / Sealants	20,070	20,070	20,070			
Washout Bins	2,500	2,500	2,500			
Off Site	Included	Included	Included			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and Ramp per 10/Gen 5 & C06 (2)	Included	Included	Included			
Join and Match (E) Curb, Gutter, Sidewalk	10,724	Included	Included			
Driveway Entrances per 115/C03 (3)	6,732	Included	Included			
4' Ribbon Gutter in Street Drop Off - 117/C03	10,800	Included	Included			
8" PCC Turnouts per Pg 4of4 & 200/Pg 2	39,101	Included	38,000			
Site Pavers (MFR TBD)	45,177	45,177	45,177			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
TOTALS	671,962	775,311	711,847	0	0	
Recommendation:	Amount					
Lopez Eng.	671,962					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Pilgrim Fence					
Base Bid	270,872					
Spec #: N/A	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Chain Link Fencing	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
Steel Fence and Gates - (A0-1.1, No Spec)	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
Fencing Throughout Site per 9/A63.5	Included					
Single Gates Throughout Site - 1/A63.5 (1)	Included					
Double Gates Throughout Site - 8/A63.5 (9)	Included					
Panic Hardware at All Gates	Included					
TOTALS	270,872	0	0	0	0	0
Recommendation:	Amount					
Pilgrim Fence	270,872					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Planting	146,171	117,918	113,905	186,000	105,213	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root Barriers	Included	Included	Included	Included	Included	
Backfill Mix for Use of Planting	Included	Included	Included	Included	Included	
Planting Details per L302	Included	Included	Included	Included	Included	
Irrigation	169,413	149,757	143,545	178,000	189,247	
Irrigation Legend per L103	Included	Included	Included	Included	Included	
All Piping - Sch 40 PVC or Class 315 / Class 200 PVC	Included	Included	Included	Included	Included	
Irrigation POC on Fir Ave per L102 - RFI 12	Included	Included	Included	Included	Included	
Auto Controllers, Backflow Device, Master Valve and Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Dripline Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
Misc						
Gravel Floor Covering at Elec Enclosure - 1/A0-1.3	3,426	3,426	3,426	3,426	3,426	
Gravel Pads at Curb Cuts in Parking Lot - 14/C02	2,939	3,000	3,000	3,000	3,000	
2x2 Gravel 1-1.5" Dia x 4" Deep (4)	In Above	In Above	In Above	In Above	In Above	
DG - 2.5 Tons	Included	5,471	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & Geotextile Fabric	Included	In Above	In Above	In Above	In Above	
90 Day Maintenance	17,790	18,000	15,600	16,000	15,900	
(1) Year Warranty	Included	Included	Included	Included	Included	
Spoils Removal	2,275	3,000	3,000	3,000	3,000	
Move-Ins (2)	Included	Included	10,000	Included	Included	
TOTALS	428,292	363,185	369,596	466,546	396,906	0
Recommendation:	Amount					
Advanced Land. 2000	363,185					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.	Date Printed	12/6/2016
Base Bid	154,165	201,542	148,400	No Bid		
Spec #: 032000	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Rebar	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab on Grade	Included	Included	Included			
Site Concrete Reinforcing	In Site Conc	In Site Conc	In Site Conc			
Site CMU Wall Reinforcing	In CMU	In CMU	In CMU			
Hoisting as Required	7,500	7,500	7,500			
Allowance - 5 Tons/2% per 7/S303	12,000	11,347	14,900			
Misc Site Work	11,750	11,750	11,750			
Conc Pads for HVAC Equip - 16/S301	In Above	In Above	In Above			
Conc Pad for Elec Equip at Elec Yard - 16/S301	In Above	In Above	In Above			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
TOTALS	185,415	232,139	182,550	0	0	0
Recommendation:	Amount					
Stantru	182,550					

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt		Date Printed	12/6/2016
Base Bid	988,000	955,000			
Spec #: 031000, 033000-AD1	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mil. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			
Column Footings (F-2 & F-3) - 10/S302	Included	Included			
5" SOG - 3&4/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Elevator Pit per S-111	Included	Included			
1-6" W x 1'-6" D Continuous Footing Between Ext. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	Included	18,000			
Balco Stair Strips AB-2 per 6/A1-45.3	3,250	3,250			
Bldg 2-4	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt			Date Printed	12/6/2016
5" SOG - 384/S301	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included				
4" Conc Curb at Locker Alcove at MPR Bldg per 6/A64.4	450	450				
Dewatering as Required	See Allowances	See Allowances				
Setting Anchor Bolt Templates	Included	Included				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Wash Out Bins	Included	Included				
TOTALS	1,051,700	1,032,700	0	0	0	0
Recommendation:	Amount					
JT Wimsatt	1,032,700					

Bid Evaluation Report



Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Loyd Tonsing Masonry	Skidmore Masonry				
Base Bid	35,910	39,697				
Spec #: 042000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	45 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Site Masonry						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A01.3 & 9&10/S303	Included	Included				
Grouting as Required	Included	Included				
Furnish & Install Rebar for All CMU Site Walls	3,500	Included				
Scaffolding as Required	Included	Included				
Washout Bins	850	Included				
Mock-Up	2,500	2,500				
Precast Column Covers - 4/A64.4	36,847	36,847				
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
TOTALS	79,607	79,044	0	0	0	0
Recommendation:	Amount					
Skidmore Masonry	79,044					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Ironman, Inc	Golden State Steel			
Base Bid	481,000	475,480			
Spec #: 051200, 055000, 055100, 055213	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	14 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Steel	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 5x5 & 6x6	Included	Included			
HSS Beams at Elevator - 4/S501	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included			
Pipe Columns at Roof Hip Beams - 19/S602	Included	Included			
"W" Steel Beams at Elevator - S113 & 2/S501	Included	Included			
Bldg 2 - MPR	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 3 - Admin	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (4)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 4 - Kindergarten	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (10)	Included	Included			
Pipe Column at Roof Hip Beams - 19/S602 (1)	Included	Included			
Safety Cable Railing as Required	6,500	6,500			
FOB Anchor Bolts/ Templates for Own Work	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included			
Hoisting for All Work	Included	Included			
Steel Stairs	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included				
Stair 1 - A1-45.4	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Steel Stairs (Pan Filled Concrete)	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included				
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500				
Stair Railings and Guardrails	Included	Included				
Railings & Guardrails	Included	Included				
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included				
Stair Railings and Guardrails	Included	Included				
1-1/2" Handrail Both Sides - A63.2	Included	Included				
Guardrail at Midlandings - A63.2	Included	Included				
Guardrail at Top of Stairs - A63.2	Included	Included				
Stair 1 - A1-45.1	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Guardrails at 2nd Floor Walkways - A1-11.2	Included	Included				
Elevations - 12/A63.2	Included	Included				
Bldg 2 - MPR	Included	Included				
Roof Guardrail -16/A63.1	Included	Included				
1" & 1-1/2" Dia Galv. Tube Steel	Included	Included				
Site	Included	Included				
Steel Bollards at Fire Hydrants - 301/C04	4,800	4,800				
Metal Gates are Site Elec Yard - 4/A0-1.3	Included	Included				
6'-8"Wx8'H Gate (1)	Included	Included				
10'Wx8'H Gate (1)	Included	Included				
HSS Posts, 22 GA Corrugated Panels, Hinges, Cane Bolts and Embed Plates	Included	Included				
Misc. Metal	Included	Included				
L2x2 Bracket for Countertops in Bldg 3 Admin	Included	Included				
Rms 3-121 & 3-122 - 8/A64.3	Included	Included				
Ridge Connection Plates per 12/S612	Included	4,200				
Drinking Fountain Cane Rails per 11/Gen-5 (2)	900	Included				
Drinking Fountain Cane Rails per 6/Gen-4 (1)	450	Included				
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	4,500	4,500				
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included				

Bid Evaluation Report



Structural Steel		Elm Street Elementary School Reconstruction			Job Number	Elm
		Subcontractors			Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Elevator Sill Angle & Threshold	Included	1,200				
Roof Access Ladders - 2/A64.4	Included	Included				
Bldg 1 - Classroom (1)	Included	Included				
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
Fixed Sun Screens	Included	Included				
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included				
Bldg 1 - Classroom (8)	Included	Included				
Bldg 2 - MPR (6)	Included	Included				
Bldg 3 - Admin (2)	Included	Included				
Bldg 4 - Kindergarten (2)	Included	Included				
TOTALS	501,400	504,880	0	0	0	0
Recommendation:	Amount					
Ironman, Inc	501,400					

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Base Bid	2,903,000	2,895,000	Incomplete		
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included			
Spec #: 067000, 097733, 107113.43	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Rough Framing	Included	Included			
Wall Schedule per A61.1	Included	Included			
Plywood Sheathing as Shown on Wall Types	Included	Included			
MFR - Standard Structures	Included	Included			
GIU-Laminated Beams & Struc Eng. Beams	Included	Included			
MFR - RedBuilt Drawings 1-5	Included	Included			
Open Web Trusses, I-Joists, LVL	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	61,173	62,000			
Hold Down Schedule (A-H4)	Included	Included			
Shear Wall Panels per 2/S621	Included	Included			
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included			
Plywood Backboards - Electrical / Low Voltage	1,250	1,250			
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included			
Safety Railing as Required at Bldg 1 2nd Floor	3,200	3,200			
Bldg 1 - Classroom	Included	Included			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - S701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tetcum Panel Ceiling at Presentation/Serving Area Rm 105	In ACT	In ACT			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Admin	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Kiem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included			
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included			
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650			
Fixed Sun Screens	Included	Included			
Fire Treated Lumber	Included	Included			
Window Shades per 20/S602 & A64.5 & A64.6	Included	Included			
4x4 & 4x6 Beams	Included	Included			
3x3 @ 8" OC	Included	Included			
4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kicker	Included	Included			
4x6 & 4x10 Blocking per 3/S601	Included	Included			
Entrance Canopies per 17/S602 & A64.5 & A64.6	Included	Included			
4x10 & 6x10 Beams	Included	Included			
3x3 @ 8" OC	Included	Included			
Simpson Hardware	Included	Included			
4x Blocking	Included	Included			
Bldg 1 - Classroom	Included	Included			
Window Shades (8)	Included	Included			
Bldg 2 - MPR	Included	Included			
Window Shades (6)	Included	Included			
Entrance Canopies (1)	Included	Included			
Bldg 3 - Admin	Included	Included			
Window Shades (2)	Included	Included			
Entrance Canopies (2)	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Window Shades (2)	Included	Included			
FRP Panels - Miller Paneling	10,400	10,400			
MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo	Included	Included			
Janitors Closets (Not Shown)	Included	Included			
Bldg 1 - Janitors Closets - 104, 112, 204	Included	Included			
Bldg 4 - Janitors Closet - 114	Included	Included			
TOTALS	2,984,977	2,997,004	0	0	0
Recommendation:	Amount				
WS Kiem	2,984,977				

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stolo Cab.	Fremont Millwork	Dennis Reeves	ICI Millwork		
Base Bid	67,190	68,530	62,974	62,042		
Spec #: 062000, 064100, 123600	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	45 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Millwork						
Lower Cabinets with Hardware	Included	Included	Included	Included		
Plastic Laminate Finish	Included	Included	Included	Included		
Plastic Laminate Countertops	Included	Included	Included	Included		
Details per A64.3	Included	Included	Included	Included		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 101,2,6,7,8,9,18,19,20,21	Included	Included	Included	Included		
Rms - 201,2,6,7,8,9,11,13,14,15,16	Included	Included	Included	Included		
Bldg 3 - Admin per A3-11.1	Included	Included	Included	Included		
Countertops per 8/A64.3	Included	Included	Included	Included		
Rms - 3-121 & 3-122	Included	Included	Included	Included		
Rm - 3-125 - 1/A3-41.1	Included	Included	Included	Included		
Rm - 3-108 - 1/A3-41.2	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rm - 3-113 - 2/A3-51.1	Included	Included	Included	Included		
Rm - 3-111 - 1/A3-51.1	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-51.1	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1	Included	Included	Included	Included		
Install Countertop Supports	3,000	3,000	3,000	3,000		
TOTALS	70,190	71,530	65,974	65,042	0	0
Recommendation:	Amount					
ICI Millwork	65,042					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Base Bid	33,200	43,500	63,115	45,630		
Spec #: 071400, 071616, 079005	Included	Included	Included	Included		
Spec #: 099723	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Waterproofing	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 1 Classroom - 3/A63.4	Included	Included	Included	Included		
Under Topping Slabs at Exterior Decks	Included	Included	Included	Included		
Crystalline	Included	Included	Included	Included		
MFR - Euclid, Gemite, Koster or Vandez	Included	Included	Included	Included		
Inside of Elevator Pit	Included	Included	Included	Included		
Misc	Included	Included	Included	Included		
2" Thick WP at Flag Pole per 8/A64.4	2,000	2,000	2,000	2,000		
Caulking & Sealants	Included	Included	Included	Included		
Per Schedule in Specs 3.3	Included	Included	Included	Included		
Windows, Doors, Walls, As Shown	34,642	34,642	34,642	34,642		
Sealed Concrete per RFI 10	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 1- Classroom	In Above	In Above	In Above	In Above		
Rms - 104, 110A, 112, 116, 122, 204, 212, 217	In Above	In Above	In Above	In Above		
Bldg 2 - MPR	In Above	In Above	In Above	In Above		
Rms - 109 & 110	In Above	In Above	In Above	In Above		
Bldg 3 - Admin	In Above	In Above	In Above	In Above		
Rms - 116, 119, 123	In Above	In Above	In Above	In Above		

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Bldg 4 - Kindergarten	In Above	In Above	In Above	In Above		
Rms - 114, 115, 116	In Above	In Above	In Above	In Above		
TOTALS	95,436	105,736	125,351	107,866	0	0
Recommendation:	Amount					
Systems WP	95,436					

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products		Date Printed	12/6/2016
Base Bid	151,100	147,000			
Spec #: 076200, 077123, 077200	Included	Included			
Spec #: 034900	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Sheet Metal	Included	Included			
All General Sheet Metal: Roof, Decking, Walls	Included	Included			
Flashings	Included	Included			
Trim	Included	Included			
Flexible Flashing and Underlayment	Included	Included			
Flashing at Mechanical Pads	Included	Included			
SS Sill Pan at Ext. Storefront Base - 19/A62.3	Included	Included			
Bldg 1 - Classroom	Included	Included			
Balcony Flashing at 2nd Floor - 3/A63.4	Included	Included			
Bldg 2 - MPR	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
Bldg 3 - Admin	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
GSM Flashing at Wall Popout - 13/A64.2	Included	Included			
Door & Window Sill/Head Flashings	42,582	50,000			
Gutters & Downspouts - 12&13/A64.4 - RFI 26	Included	Included			
Galvanized, Rectangular Shaped - Painted	Included	Included			
Bldg 1 - Classroom	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Splash Blocks at Downspouts per Elevations	Included	Included			
Roof Hatch - 9/A63.1	Included	Included			
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included			
Prefab Curb by MFR	Included	Included			
Bldg 1 - Classroom - (1)	Included	Included			



Bid Evaluation Report

Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products			Date Printed	12/6/2016
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
GFRC Panels - RFI 50						
Bldg 2 - MPR - A2-11.2	12,697	12,697				
GFRC Panels at Parapet Overhang - 11/A64.2	In Above	In Above				
Bldg 3 - Admin	14,127	14,127				
GFRC Panels at Parapet Top - 11/A64.2	In Above	In Above				
TOTALS	220,506	223,824	0	0	0	0
Recommendation:	Amount					
R&J SM	220,506					

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Date Printed	12/6/2016
					Ferguson & Melvin	
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	90 Days	30 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Asphalt Shingles	Included	Included	Included	Included		
MFR - GAF, Owens-Corning, CertainTeed	Included	Included	Included	Included		
Underlayment per 072800	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.3	Included	Included	Included	Included		
Bldg 4 - Kindergarten - A4-11.2	Included	Included	Included	Included		
TPO Roofing	Included	Included	Included	Included		
MFR - Firestone or Equal per RFI 1	Included	Included	Included	Included		
Single Ply Roofing System	Included	Included	Included	Included		
Fully Adhered	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included		
R30 Rigid Insulation - RFI 22	Included	Included	Included	Included		
5/8" Coverboard at Roof per RFI 21	Included	Included	Included	Included		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included		
Parapet Walls	Included	Included	Included	Included		
Bldg 2 - MPR - A2-11.2	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.2	Included	Included	Included	Included		
TOTALS	344,200	422,350	472,000	352,124	0	0
Recommendation:	Amount					
Eberhard	344,200					

Bid Evaluation Report



Doors, Frames & Hardware	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Design Hardware	Star Hardware	Construction Hardware	Date Printed	12/6/2016
Base Bid	277,648	225,035	222,820		
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
Hollow Metal Doors and Frames	Included	Included	Included		
MFR per Specs	Included	Included	Included		
Frame Details - A62.1	Included	Included	Included		
Site					
Site 3'-4"x8' HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250		
Bldg 1 - Classroom - A1-52.1	Included	Included	Included		
Bldg 2 - MPR - A2-52.1	Included	Included	Included		
Bldg 3 - Admin - A3-52.1	Included	Included	Included		
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included		
Install HM Doors	Included	Included	Included		
Install HM Frames	In Drywall	In Drywall	In Drywall		
Install Wood Doors	Included	Included	Included		
Door Hardware	Included	Included	Included		
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included		
Door Thresholds	Included	Included	Included		
Misc. Door Hardware	Included	Included	Included		
Storefront Doors	13,000	11,550	12,760		
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing		
TOTALS	291,898	237,835	236,830	0	0
Recommendation:	Amount				
Construction Hardware	236,830				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Barbara Glass	Coast to Coast		Date Printed	12/6/2016
Base Bid	259,650	No Bid			
Spec #: 084313, 085113, 088000, 102229	Included				
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included				
Acknowledgment of Addendum 1	Included				
Bid Good for 60 Days	Included				
Prevailing Wage	Included				
Prequalification per Bid Invite	N/A				
Attachment C Acknowledgement	N/A				
Aluminum-Framed Storefronts	Included				
MFR - Coral, CR Laurence, EFCO or Kawneer	Included				
SS Sill Pan at Ext. Storefront Base - 19/A62.3	In Sheet Metal				
Bldg 2- MPR	Included				
Alum Storefront Entrance Doors 101 per 1/A2-52.2 per RFI 51	Included				
Bldg 3 - Admin	Included				
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included				
Makers Space Room 120 - 3/A3-52.2	Included				
Health Office Room 113 - 2/A3-52.2	Included				
Entrances 101 & 126 - 4/A3-52.2	Included				
Storefront Hardware	33,125				
Aluminum Windows	Included				
BOD - Arcadia or EFCO, Wausau, YKK	Included				
Arcadia Series T200 - Factory Finish	Included				
1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI 23	Included				
Bldg 1 - Classroom - A1-52.2	Included				
Type 1 - 6x6 (46)	Included				
Type 2 - 4x6 (4)	Included				
Type 3 - 6x2 (42)	Included				
Bldg 2 - MPR - A2-52.1	Included				
Type 1 - 8x2 (2)	Included				
Type 2 - 6x2 (4)	Included				
Type 3 - 8x4 (2)	Included				
Type 4 - 10x4 (5)	Included				



Bid Evaluation Report

Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
Glazing	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
Full Height Glazed Partition System	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
TOTALS	317,025	0	0	0	0	0
Recommendation:	Amount					
Santa Barbara Glass	317,025					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Date Printed	12/6/2016
					Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaproshield	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
All Required Caulking and Sealants at Penetrations	Included	Included	Included	Included	Included	Included
Scaffolding for Own Work	90 Days	90 Days	Included	Included	Included	Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	Included	Included	Included	Included	Included	Included
Drywall per Wall Schedule - A61.1 & A61.2	Included	Included	Included	Included	Included	Included
Drywall Ceilings per A60.2 & A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 - No Notes for Gyp on Roof Joists	Included	Included	Included	Included	Included	Included
Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-32.1 & A4-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
5/8" Drywall Vertical Surfaces	Included	Included	Included	Included	Included	Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included	Included	Included
Level 1-4 Finish at Locations per Specifications Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls per A61.1	Included	Included	Included	Included	Included	Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included	Included	Included
Installation of HM Door Frames Supplied by Others	25,250	25,250	25,250	25,250	25,250	25,250
Supply and Install of Access Panels 12x12	4,500	4,500	4,500	4,500	4,500	4,500
Installation of FEC Supplied by Others	3,000	3,000	3,000	3,000	3,000	3,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,801	10,802	10,803
TOTALS	2,317,950	1,559,031	1,848,940	1,674,898	1,516,532	1,689,941
Recommendation:	Amount					
Pacific Int. / Perlite Plaster	1,516,532					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stoneware Tile	J. Colavin & Son	Stonerock Tile			
Base Bid	118,809	145,690	171,350			
Spec #: 093000, 090561	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	60 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
MFR - Dal-Tile, Groups 2 & 3	Included	Included	Included			
DalTile Keysontes 2"x2" Mosaic - Floors	Included	Included	Included			
DalTile Ceramic 4-1/4"x4-1/4" - Walls in Checkerboard Pattern - RFI 25	Included	Included	Included			
Tile on Cement Backer Board	In Drywall	In Drywall	In Drywall			
Cold Applied Waterproofing Membrane	Included	Included	Included			
Men's & Women's Restrooms	Included	Included	Included			
Faculty Restrooms	Included	Included	Included			
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included			
Rms - 103, 105, 110, 111, 113, 203, 205	Included	Included	Included			
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included			
Rm - 114	In Above	Included	Included			
Quarry Tile in Rms 106, 107, 108, 111, 112, 113, 114	In Above	Included	Included			
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included			
Rms - 115, 117, 118	Included	Included	Included			
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included			
Rms - 107, 108, 112, 113	Included	Included	Included			
Sink Vestibule 106 & 111	Included	Included	Included			
TOTALS	118,809	145,690	171,350	0	0	0
Recommendation:	Amount					
Stoneware Tile	118,809					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elljay Acoustics	Date Printed	12/6/2016
					Cali-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,900	16,058	17,000	10,000	17,000
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
ACT Details per A64.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
Fixed Sound-Absorptive Panels	Included	Included	Included	Included	Included	Included
ACP-1 MPR/Gym	Included	Included	Included	Included	Included	Included
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included	Included	Included
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 -MPR	Included	Included	Included	Included	Included	Included
2" Tectum Ceiling Panels	Included	Included	Included	Included	Included	Included
Presentation Area - 8/A64.2	Included	Included	Included	Included	Included	Included
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736	2,736	2,736
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included	Included	Included
Acoustic Room Components	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



Acoustical Ceilings		Elm Street Elementary School Reconstruction				Job Number	Elm
		Subcontractors				Bid Date	12/7/2016
						Date Printed	12/6/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljjay Acoustics	Cali-USA Acoustics	Prime Acoustics	
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A	
TOTALS	194,496	232,636	215,362	301,736	190,736	240,736	
Recommendation:	Amount						
Cali-USA Acoustics	190,736						

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo		
Base Bid	200,370	201,500	248,200	366,593		
Spec #: 095100, 098400, 098413	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	60 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included	Included	Included		
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included		
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included		
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,000	17,000	17,000		
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A		
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A		
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A		
ACT Details per A64.1 & 2	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included		
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included		
Fixed Sound-Absorptive Panels	Included	Included	Included	Included		
ACP-1 MPR/Gym	Included	Included	Included	Included		
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included		
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included		
Acoustic Room Components	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo	Date Printed	12/6/2016
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
TOTALS	220,106	221,236	267,936	386,329	0	0
Recommendation:	Amount					
Cali-USA Acoustics	190,736					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721	108,814	
Spec #: 096500, 096566, 096800, 090561	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	60 Days	Included	60 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Flooring						
Minor Floor Prep	Included	Included	Included	Included	Included	
Testing for PH and Moisture	Included	Included	Included	6,500	Included	
Remediation if Applicable	\$3.70 / SF	\$5.25 / SF	\$5.00 / SF	\$5.00 / SF	\$5.00 / SF	
Resilient Flooring						
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom						
All Classrooms	Included	Included	Included	Included	Included	
VCT in Elevator Cab per 7/Gen-6	650	650	650	650	650	
Bldg 2 - MPR						
Rms - 102, 103, 104, 115	Included	Included	Included	Included	Included	
Bldg 3 - Admin						
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included	Included	
Bldg 4 - Kindergarten						
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
Carpet Tile						
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 29701 Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin						
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
Resilient Athletic Flooring						
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick	Included	Included	Included	Included	Included	

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Color A & B - A63.3	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
Rm - 101 & 105	Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3	5,500	5,500	5,500	5,500	5,500	
Volleyball Court	In Above	In Above	In Above	In Above	In Above	
Basketball Court	In Above	In Above	In Above	In Above	In Above	
TOTALS	121,150	197,768	158,895	115,371	114,964	0
Recommendation:	Amount					
Reliable Flooring	114,964					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RF1 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
Intumescent Fireproofing	110,000	93,125	110,000	110,000	110,000	110,000
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	Included	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	Included	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4	In Above	5,000	In Above	In Above	In Above	In Above

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
Base Bid	368,123	343,000	Incomplete		
Spec #: 099000	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalification per Bid Invite	N/A	N/A			
Painting and Coating					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
Bldg 3 Finish Sch - A3-53.1	Included	Included			
Bldg 4 Finish Sch - A4-53.1	Included	Included			
(2) Top Coats and (1) Coat Primer	Included	Included			
Exterior Plaster All Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
Intumescent Fireproofing	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
Bldg 1 - (22)	In Above	In Above			
Bldg 2 - (5)	In Above	In Above			
Bldg 3 - (4)	In Above	In Above			
Bldg 4 - (10)	In Above	In Above			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting		Date Printed	12/6/2016
TOTALS	478,123	453,000	0	0	0	0
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Visual Display Boards						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(4) per Classroom & (3) in RSP Rm = (87) Total	53,650	Included	Included			
Markerboards 4x8 (164)	58,000	Included	Included			
Markerboards 4x5.5 (8)	Included	Included	Included			
Tackboards 4x8 (40)	Included	Included	Included			
Tackboards 4x6 (20)	Included	Included	Included			
Tackboards 4x5.5 (4)	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(3) per Classroom = (12) Total	17,400	Included	Included			
Markerboards 4x8 (12)	Included	Included	Included			
Markerboards 4x6 (4)	Included	Included	Included			
Tackboards 4x8 (10)	Included	Included	Included			
Tackboards 4x6 (6)	Included	Included	Included			
TOTALS	527,857	525,000	527,666	0	0	0
Recommendation:	Amount					
Claridge	525,000					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	CA Signs - San Diego	John Pence Bldg Spec.
Base Bid	21,174	38,617	13,128	62,975	16,205	21,860
Spec #: 101400	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Signage						
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included	Included	Included
Sign Schedule per Gen-3 Sheet & Specs	Included	Included	Included	Included	Included	Included
Room Signs	Included	Included	Included	Included	Included	Included
Exit Signs	Included	Included	Included	Included	Included	Included
Stair Signs at Classroom Bldg	Included	Included	Included	Included	Included	Included
Restroom Signs	Included	Included	Included	Included	Included	Included
Assistive Listening Signage	Included	Included	Included	Included	Included	Included
Occupancy Signs	Included	Included	Included	Included	Included	Included
ADA Signage	Included	Included	Included	Included	Included	Included
Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
Site Signage	Included	Included	Included	Included	Included	Included
Marquee Sign - 15/A64.4	12,330	12,330	12,330	Included	12,330	12,330
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
Electronic Sign	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 17/A64.4	17,627	17,627	17,627	Included	17,627	17,627
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
TOTALS	68,831	79,774	60,785	69,475	63,862	69,517
Recommendation:	Amount					
Kendall Sign	60,785					

Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Inland Empire Arch	SDI	Russco	John Pence Bldg Spec.		
Base Bid	43,157	48,061	51,001	54,200		
Spec #: 102113.19, 102800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments & Accessories						
MFR - Ampco, Metpar, PSI, Scranton or Bradley	Included	Included	Included	Included		
Urinal & Vestibule Screens	Included	Included	Included	Included		
Solid Plastic Compartments	Included	Included	Included	Included		
Accessories, Hand Dryers, Mirrors, Shower Curtain Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/Broom Holder	5,600	Included	5,600	5,600		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included	Included		
Rms - 103, 105, 110, 111, 203, 205	Included	Included	Included	Included		
Rm - 113	Included	Included	Included	Included		
Janitors Closets - 104, 112, 204	Included	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included	Included		
Rm - 114	Included	Included	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included	Included		
Rms - 117, 118	Included	Included	Included	Included		
Rm - 115	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included	Included		
Sink Vestibules 106 & 111	Included	Included	Included	Included		
Janitors Closet - 114	Included	Included	Included	Included		
TOTALS	48,757	48,061	56,601	59,800	0	0
Recommendation:	Amount					
SDI	48,061					



Bid Evaluation Report

Fire Sprinklers	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
				Date Printed		12/6/2016
Description	Subcontractors					
	Apex Fire Protection	Superior Fire				
Base Bid	501,200	268,790				
Spec #: 212000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	Yes	Yes				
Attachment C Acknowledgement	N/A	N/A				
Fire Sprinklers	Included	Included				
MFR - Tyco	Included	Included				
Standard Upright, Pendent, Sidewall Sprinklers	Included	Included				
Bldg 1 - Classroom - FP02 & 3	Included	Included				
Bldg 2 - MPR - FP04	Included	Included				
Bldg 3 - Admin - FP05	Included	Included				
Bldg 4 - Kinder - FP06	Included	Included				
4" Fire Riser at Each Bldg - 1/FP07	Included	Included				
POC 5" Outside of Bldg	Included	Included				
Upright Sprinkler Deflectors as Shown	Included	Included				
Brass or White Finish	Included	Included				
Heads to be Centered in ACT Panels	Included	Included				
Furnish & Install Sleeves	Included	Included				
All Seismic Bracing, Hangers, Embeds as Required	Included	Included				
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included				
All Gauges, Valves, Flow and Tamper Switches	Included	Included				
Sound and Vibration Control	Included	Included				
All Bracing and Hangers - FP07	Included	Included				
Firestopping & Sealants as Required at Penetrations	Included	Included				
BIM Requirements	18,700	15,000				
TOTALS	519,900	283,790	0	0	0	
Recommendation:	Amount					
Superior Fire	283,790					

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Description	Subcontractors				Bid Date
		Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.	Date Printed
Base Bid	671,450	513,546	456,457	526,000		
Spec #: 331000, 333000, 334000	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	60 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included		
Cutting and Capping of Existing Utilities	2,450	2,450	2,450	2,450		
Layout and Trenching	Included	Included	Included	Included		
Sawcutting for New Utilities	Included	Included	Included	Included		
Traffic Control	3,584	3,584	3,584	3,584		
Traffic Rated Trench Plates	Included	Included	Included	Included		
Temp Asphalt Patching	Included	Included	Included	Included		
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048		
Pressure Test and Flush System	Included	Included	Included	Included		
Sewer						
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included		
Cleanouts (8)	Included	Included	Included	Included		
All Piping and Connections to Main line (2)	Included	Included	Included	Included		
Storm Drain	3,000	3,000	3,000	2,600		
6", 8", 12" & 18" HDPE Storm Drain Pipe	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basins - 10/C02 (3)	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basin at Biofiltration - 11/C02 (3)	Included	Included	Included	Included		
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included		
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included		
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included		



Bid Evaluation Report

Elm Street Elementary School Reconstruction					Job Number	Elm
Site Utilities					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
Street Work (Sewer and Storm Trench Repairs Only)	See Allowances	See Allowances	See Allowances	See Allowances		
Base Pavement Trenches	See Allowances	See Allowances	See Allowances	See Allowances		
Trench Repair	See Allowances	See Allowances	See Allowances	See Allowances		
Grind Existing	See Allowances	See Allowances	See Allowances	See Allowances		
Overlay with 1-1/2" Asphalt	See Allowances	See Allowances	See Allowances	See Allowances		
Lane Closure/Traffic Control	See Allowances	See Allowances	See Allowances	See Allowances		
Fire Water per C-08 (RFI 4)	Included	Included	Included	Included		
6" & 8" Class 150 C900 PVC Water Line	Included	Included	Included	Included		
Thrust Blocks - 320/C04	Included	Included	Included	Included		
Fire Hydrants per 300/C04 (3)	Included	Included	Included	Included		
8" Double Check Detector Backflow - 311/C04	Included	Included	Included	Included		
Post Indicator Valves (3)	Included	Included	Included	Included		
FDC (3)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Hydrant Bollards/Footings - 301/C04 (12)	3,000	3,000	3,000	2,600		
Fire Sprinkler Connections - 5' Outside Bldg	Included	Included	Included	Included		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	40,000	Included	Included		
Gas	Included	Included	Included	Included		
Gas Lines per Plumbing P005	N/A	N/A	45,000	N/A		
Performance Contingency						
TOTALS	698,032	580,128	519,039	541,895	0	0
Recommendation:	Amount					
J. Vega Eng.	519,039					

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000 Spec #:	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	15 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	Yes	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Plumbing						
Temporary Water Service & Distribution	Included	Included	Included	Included	Included	
All Related Trenching / Backfill	7,500	7,500	7,500	7,500	7,500	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
HW / CW Piping	Included	Included	Included	Included	Included	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Precision Plumbing	
Piping Insulation	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Access Panels - Furnish Only	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
Furnish and install all Metal Sleeves	Included	Included	Included	Included	Included	
Flashings at Roof Penetrations	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
All Related Caulking / Sealants	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Fire Stopping	Included	Included	Included	Included	Included	
Coring, as Required	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
Flush / Chlorinate / Disinfect Domestic Water	Included	Included	Included	Included	Included	
Ansul Gas valve	Included	Included	Included	2,500	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	767,473	902,141	802,500	747,000	728,974	0
Recommendation:	Amount					
Precision Plumbing	728,974					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days		Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
HVAC	Included	Included	Included	Included	Included	
Equipment	Included	Included	Included	Included	Included	
VAV - Anemostat	Included	Included	Included	Included	Included	
Fan Coil Units - Trane	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	Included	Included	Included	Included	Included	
VRF Diagrams M010 - M014	Included	Included	Included	Included	Included	
Exhaust Fans - Greenheck	Included	Included	Included	Included	Included	
Makeup Air - Greenheck	Included	Included	Included	Included	Included	
Air Handling Unit - Trane	Included	Included	Included	Included	Included	
Split AC Units - Trane	Included	Included	Included	Included	Included	
Supply Fans - Anemostat	Included	Included	Included	Included	Included	
Sound Traps - IAC Acoustic	Included	Included	Included	Included	Included	
Factory Curbs/ Install	Included	Included	Included	Included	Included	
Buildings	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, TAC, Trane, Carrier	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
6" Conc Pads for Equip - 16/S301	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
3 Makeup Air Units on Roof with Curbs	Included	Included	Included	Included	Included	
Kitchen Exhaust Ducting and Fans - M504 (Hood by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included	
Spring Isolation Hangers	Included	Included	Included	Included	Included	
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included	
Metal Ducts / Duct Work	Included	Included	Included	Included	Included	
Duct Liner	Included	Included	Included	Included	Included	
Supply & Return Air Plenums	Included	Included	Included	Included	Included	
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included	
Wall Louvers	Included	Included	Included	Included	Included	
Duct Insulation	Included	Included	Included	Included	Included	
Fire / Smoke Dampers	Included	Included	Included	Included	Included	
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included	
Mechanical Identification	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	1,273,955	1,406,229	1,399,230	1,226,000	2,119,673	0
Recommendation:	Amount					
Sheldon Mech.	1,226,000					

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description				Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Base Bid	2,440,000	2,385,000	2,440,275		
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265200, 265561	Included	Included	Included		
Spec #: 270536, 275116, 275123.50, 281600, 282300, 283100	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 days	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	Yes	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
Electrical	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included		
Temp Power Boxes and Cords	10,659	10,659	10,659		
Temporary Lighting	5,330	5,330	5,330		
Site	Included	Included	Included		
2" & 4" Conduits for Site Utilities - E1.1	Included	Included	Included		
Conduit Runs as Shown Site Plan - E1.2	Included	Included	Included		
Encase All Underground Conduits in Concrete per Note 6 on E0.1	Included	Included	Included		
Pour Back of Utility Trenches	Included	Included	Included		
Signal, Fire and Power Pull Boxes - 1/E7.7	Included	Included	Included		
Site Lighting Plan - E1.3	Included	Included	Included		
Site Lighting Fixtures, per Schedule	Included	Included	Included		
Site Signal, CCTV, FA Speakers - E1.6	Included	Included	Included		
U/G Power Distribution for Site Power	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included		
U/G Power Distribution for Site Lighting	Included	Included	Included		
Buildings 1-4	Included	Included	Included		
Lighting Fixtures per Schedule on E0.5	Included	Included	Included		
Mechanical Schedule - E0.6	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
				Cable Schedule - E0.4	Included
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included		
Distribution Panelboards	Included	Included	Included		
Panel Boards	Included	Included	Included		
Power Distribution	Included	Included	Included		
Conduits & Raceways	Included	Included	Included		
Terminal Cabinets & Racks	Included	Included	Included		
Cable Trays & Supports	Included	Included	Included		
Wiring / Conductors	Included	Included	Included		
Floor boxes	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included		
Connections to Existing Generator	Included	Included	Included		
Lighting Control Panel / System	Included	Included	Included		
Emergency Lighting / Exit Signs	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included		
Bldg 1 - Classroom	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Connections for all Kitchen Equipment	Included	Included	Included		
Conduit for Theatrical Lighting	Included	Included	Included		
Elec Room 102 - E2-4.1	Included	Included	Included		
Bldg 3 - Admin	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Power for VAV & Rooftop Equipment	Included	Included	Included		
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included		
Bldg 4 - Kindergarten	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included		
Single Line Diagram - E4.0	Included	Included	Included		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included		
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included		
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc		
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included		
MFR - Electronic Theatre Controls (ETC)	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Bldg 2 - MPR (TL2.1.1 & 2)	Included	Included	Included		
Dimmer Racks and Controls	Included	Included	Included		
Stage Lighting Control System	Included	Included	Included		
Lighting Track & Fixtures - 10/TL8.1.1	Included	Included	Included		
Panels & Receptacles	Included	Included	Included		
Miscellaneous	Included	Included	Included		
Plywood Backboards	In Rough Framing	In Rough Framing	In Rough Framing		
Flashings at Penetrations	Included	Included	Included		
Caulking / Sealants	Included	Included	Included		
Sleeves / Fire Caulking / Firestopping - 1/E0.7	Included	Included	Included		
BIM Requirements	15,000	15,000	15,000		
Low Voltage Systems	Included	Included	Included		
Computer Network Cabling	Included	Included	Included		
Communications Cabinets, Racks, Frames and Enclosures - E7.10	Included	Included	Included		
Communications Cabling	Included	Included	Included		
Devices, Equipment, Conduit & Conductors	Included	Included	Included		
Public Address/Clock System	Included	Included	Included		
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included		
Alt by Valcom	Included	Included	Included		
Assistive Listening System	Included	Included	Included		
MFR - Listen Technologies	Included	Included	Included		
FM Transmitters - LT-700 LT-800	Included	Included	Included		
Receiver - LR-100 & LR-400	Included	Included	Included		
(1) 8-Hour Training Session	Included	Included	Included		
Intrusion Alarm System	26,080	Included	26,080		
Contractor to Have C7 and C10 License	In Above	Included	In Above		
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
Video Surveillance (CCTV) System	72,395	Included	72,395		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
MFRs - Per Specs	In Above	Included	In Above		
Fire Detection Alarm	88,292	Included	Included		
Fire Alarm System	In Above	Included	Included		
MFR - Notifier, Simens, Simplex, Johnson or Gamewell-FCI	In Above	Included	Included		
Complete Addressable Fire Alarm System	In Above	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Subcontractors				Date Printed	12/6/2016	
Description	Venco Elec.	Taft Elec.	Oilfield Elec.			
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included			
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included			
Elevator System - E0.4	In Above	Included	Included			
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included			
Conduit & Back Boxes	In Above	Included	Included			
Submittals / Shop Drawings / As-Built	In Above	Included	Included			
TOTALS	2,657,756	2,415,989	2,569,739	0	0	0
Recommendation:	Amount					
Taft Elec.	2,415,989					

Bid Evaluation Report



Building Specialties		Elm Street Elementary School Reconstruction		Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Div	Description	Amount	Recommended Subcontractor	Bids Received	
104400	Fire Extinguishers & Specialties FEC at Elec Yard - Surface Mount per 16/A64.4 (1) Bldg 1 - FEC 1/A64.4 (22) Bldg 2 - FEC 1/A64.4 (3) Bldg 3 - FEC 1/A64.4 (3) Bldg 4 - FEC 1/A64.4 (2)	6,150	Glendon Co.	5	
105100	Lockers MFR - Art Metal, Penco, Republic Locker Alcove 2-113 2-Tier Lockers per 6&7/A64.4	1,650	John Pence	3	
107500	Flagpoles Flag Pole 35' per 8/A64.4 (1) Set Pole Footing per Site Concrete	4,293	Pole Tech	2	
114800	Physical Education Equipment MFR - Jaypro, Cassidy, Draper Volleyball Sleeves, Standards, Net, Antenna Ref Stand and Pad	5,150	Bernards		
124813	Entrance Floor Mats MFR - AFP, RC Musson, Pawling Rubber Mat 1/4" Thick, 48x72	N/A	N/A		
126823	Folding Cafeteria Tables	OFOI	OFOI		
N/A	Misc Site Furnishings Benches at Site per S32/A0-1.1 (18) Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5 Relocate Existing Playground Equipment and Reinstall at New Areas - S39/A0-1.1 New Conc Footings (TBD) Basketball Pole & Basket - 7/A63.6 (6) Coat Hooks - 14/A64.4 Dull Chrome - Single MFR - McMaster-Carr 1760A2 Wall-Mount Hook, Chrome-Plated Brass, 1-1/4" Wide x 1-1/2" High x 1-5/8" Deep Bldg 1 = 544 Bldg 4 = 60	128,099	Bernards		
N/A	Misc Equipment (TV's) TV's in Classrooms MFR - Sharp 50" & 60" LE65OU Wall Mount - Chief TS318TU Ceiling Mount - Chief MCM1U Bldg 1 - Classroom 60" TV's in Classroom Bldg per 9/A64.4 (62) TV Mounts (62) Bldg 4 - Kindergarten 50" TV's in Classroom Bldg per 11/A64.3 (4) TV Mounts (4)	121,300	Bernards		
N/A	Final Cleanup Exterior Interior	68,534	Bernards		
Total		335,176	Bids Received	10	

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Change Order No. 21 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction (Penanhoat/CFW)

This change order addresses modifications to Elm Elementary School features with mechanical components. COR No. 250R1 adds code-required secondary condensate drains to HVAC units at the Kindergarten Building. COR No. 256 provides code required clips for units in the Classroom Building. COR 257 is to modify duct penetrations in walls at the MPR to meet structural code requirements. COR No. 261 is to provide additional supply air diffusers at LRC break-out rooms. These rooms were enclosed per the District's request. Change Order No. 21 provides for the Board's ratification of the following four (4) COR's:

- COR No. 250R1 - Secondary Condensate Drains_ Kindergarten
- COR No. 256 - Add Z Clips to FCU's_ Classroom Building
- COR No. 257 - Shear Wall Penetrations at Admin
- COR No. 261 - HVAC Diff Duct @ Break Out Rooms

FISCAL IMPACT:

Thirty-Four Thousand Nine Hundred Ninety Dollars and Zero Cents (\$34,990.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget as per the June 2019 Six-month report.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #21 for Master Agreement #16-199 with Bernard Bros, Inc.

ADDITIONAL MATERIALS:

- Attached:** [Change Order #021 - Bernards Bros Inc. \(2 Pages\)](#)
[COR No. 250R1 - Secondary Cond Drains - Kinder \(11 Pages\)](#)
[COR No. 256 - Add Z Clips to FCUs - Clsrm \(26 Pages\)](#)
[COR No. 257 -Shear Wall Penetrations at Admin \(13 Pages\)](#)
[COR No. 261 - HVAC Dif Duct @ Brk Out Rms \(12 Pages\)](#)
[Construction Services Agreement #16-199 \(108 Pages\)](#)



CHANGE ORDER

Date: 08.07.2019

CHANGE ORDER NO. 021

PROJECT: ELM E.S. RECONSTRUCTION PROJECT
 O.S.D. BID No. N/A
 O.S.D. Agreement No. 16-199

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

ARCHITECT SVA Architects, Inc.
 6 Hutton Centre Drive, Ste. 1150
 Santa Ana, CA 92707

CONTRACTOR:
 Bernards Bros. Inc.
 555 First Street
 San Fernando, CA 91340
 Attn: Carl Magness

Architects Proj. No.: 2013-40159
 D.S.A. File No.: 56-22
 D.S.A. App. No.: 03-116407

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All 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.....	\$ 23,306,886.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 2,913,439.00
ADJUSTED CONTRACT SUM.....	\$ 26,220,325.00
NET CHANGE -	\$ 34,990.00
Total Change Orders to Date: 021.....	\$ 2,948,429.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 021.....	\$ 26,255,315.00

Commencement Date:January 30, 2017
 Original Completion Date:October 16, 2018
 Original Contract Time:661 Calendar Days
 Time Extension for all Previous Change Orders:000 Calendar Days
 Time Extension for this Change Order:000 Calendar Days
 Adjusted Completion Date:October 16, 2018

Percentage(12.65%)

1096

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 250R1- Secondary Condensate Drains_ Kindergarten			\$13,855.00	
2.	COR No. 256- Add Z Clips to FCU's_ Classroom Building				\$5,296.00
3.	COR No. 257- Shear Wall Penetrations at Admin			\$7,568.00	
4.	COR No. 261- HVAC Diff Duct @ Break Out Rooms		\$8,271.00		
5.					
	TOTAL		\$8,271.00	\$21,423.00	\$5,296.00

Total Change Order No. 021.....\$ 34,990.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DIRECTOR OF PURCHASING: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 250 R1

Date: 11/7/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Precision RFI 378

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to install secondary condensate drains from four AHUs. Secondary condensate will be installed for units in rooms 4-101, 4-102, 4-103, and 4-104.	Precision Plumbing-Mechanical	12,048
Reason: Not shown on plans.		
Requested By: SVA Architects		
Ref: RFI 378		
		Subtotal: 12,048
Contractual Costs		
Overhead 15%		1,807
		Subtotal: 1,807
Total Change Order Request Amount:		13,855

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

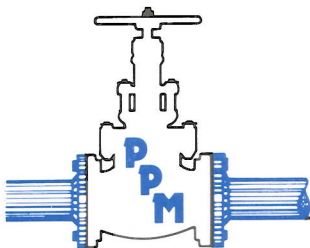
Signature

Printed Name & Title

Printed Name & Title

Date

Date



PRECISION Plumbing-Mechanical

5350 Gabbert Road • Moorpark, CA 93021 • (805) 529-4748 • fax (805) 529-5433

Proposal

Page No. _____ of _____ Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby propose to furnish in accordance with specifications below, or on attached pages, all labor and materials necessary to complete the following:

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Daniel Bascom
Daniel Bascom

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature _____

1099

Date of Acceptance: _____

Signature _____

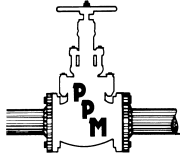
Attachment "A"
PROPOSAL #12615

The following items are included in this proposal:

- Type M copper pipe with wrought copper solder style fittings for condensate drain piping.
- Sleeves where piping penetrates outside shear wall.
- ½" thick fiberglass insulation for condensate piping.
- Pipe labels.
- Connection of ¼" tubing off of FCU to new ¾" secondary condensate drain.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.



PRECISION PLUMBING-MECHANICAL

COR #15 COST BREAKDOWN

JOB: Elm St Elementary School (#215)

DATE: 8/28/2018

DESCRIPTION: Secondary Condensate Drains at Kindergarten FCU's

MATERIALS

QTY.	ITEM DESCRIPTION	COST EACH	TOTAL
80	3/4" type L copper pipe	\$2.31	\$184.80
4	3/4" copper male adapter	\$1.89	\$7.56
16	3/4" copper 90	\$1.21	\$19.36
8	3/4" copper tees	\$2.22	\$17.76
4	3/4" copper ftg. X FIP adapter	\$2.66	\$10.64
4	3/4" x 1/4" brass bushing	\$6.06	\$24.24
4	1/4" compression x 1/4" MIP brass adapter	\$2.53	\$10.12
44	Supports	\$8.25	\$363.00
4	Wall sleeves	\$4.50	\$18.00
90	7/8" x 1/2" fiberglass insulation	\$2.25	\$202.50
12	Zeston Z-3 90 PVC fitting covers	\$1.35	\$16.20
4	Zeston Z-3 tee PVC fitting covers	\$1.95	\$7.80
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

SUB-TOTAL \$881.98
TAX 7.75% \$68.35
MATERIAL TOTAL \$950.33

SUBCONTRACTOR

SUBCONTRACTOR NAME	SERVICE	TOTAL

SUBCONTRACT TOTAL: \$0.00

LABOR

HOURS	CLASSIFICATION	RATE	TOTAL
56	Foreman	\$95.95	\$5,373.20
48	Journeyman	\$86.52	\$4,152.96
	Foreman overtime	\$127.30	\$0.00
	Journeyman overtime	\$113.86	\$0.00
	Foreman double-time	\$156.86	\$0.00
	Journeyman double-time	\$139.56	\$0.00
	Equipment rental (excavator)	\$25.00	\$0.00

LABOR TOTAL \$9,526.16
SUB-TOTAL \$10,476.49
15% M/U \$1,571.47
JOB TOTAL \$12,047.97



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Foreman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2017 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.78	\$ 76.17	\$ 101.56
Vacation & Holiday Accrual	\$ 3.34	\$ 5.01	\$ 5.01
Hourly Taxable Wage Costs Subtotal	\$ 54.12	\$ 81.18	\$ 106.57
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.15	\$ 4.72	\$ 6.30
Medicare	\$ 0.74	\$ 1.10	\$ 1.47
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.45	\$ 0.67	\$ 0.89
Workers Compensation Insurance	\$ 10.73	\$ 10.73	\$ 10.73
General Liability Insurance (If Applicable)	\$ 4.19	\$ 6.29	\$ 8.26
Hourly Payroll Tax & Insurance Subtotal	\$ 19.32	\$ 23.61	\$ 27.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 95.95	\$ 127.30	\$ 156.86

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Journeyman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2016 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.16	\$ 66.24	\$ 88.32
Vacation & Holiday Accrual	\$ 3.03	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 47.19	\$ 70.79	\$ 92.87
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.74	\$ 4.11	\$ 5.48
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.05	\$ 0.08	\$ 0.11
SUI	\$ 0.39	\$ 0.58	\$ 0.78
Workers Compensation Insurance	\$ 9.34	\$ 9.34	\$ 9.34
General Liability Insurance (If Applicable)	\$ 3.66	\$ 5.49	\$ 7.20
Hourly Payroll Tax & Insurance Subtotal	\$ 16.82	\$ 20.56	\$ 24.18
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.52	\$ 113.86	\$ 139.56

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 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. : 378

Project: Elm Elementary School Reconstruction Project

Date: 02-27-18
Discipline: Plumbing

Subject: Condensate for Branch Controller and PTAC- Kindergarten

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M-4.1.1		
P-4.1.1		

QUESTION

Plan sheet M4-1.1 (attachment "A") shows a PTAC unit in equipment room 4-109, plan sheet P4-1.1 doesn't show a condensate drain from this PTAC unit. Can we drain the condensate from the PTAC unit located in room #4-109 into a wye branch tailpiece installed at the ST-1 sink in room #4-102? Also not shown on the plans is a branch controller located in room #4-103 (see attachment "A"). This unit will require an 1-1/4" condensate drain that will have to be terminated into a drywell outside of the building. We're hoping to stub the 1-1/4" condensate drain through the wall into the mechanical enclosure outside, then run below grade to a drywell located a minimum of 5'-0" away from the building. Please advise if this will be acceptable?

ANSWER

Both suggested methods are acceptable. Check routing of the 1-1/4" condensate line down the outside wall and exposed outside near grade before routing underground to dry sump also with architect

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	3/8/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 51

Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 378

To: Tom Bardwell
 Company: SVA Architects
 Project: Elm Elementary School Reconstruction Project

Date: 02-27-18
 Discipline: Plumbing

**Subject: Condensate for Branch Controller and
 PTAC - Kindergarten**

Response Requested By: 03-06-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M-4.1.1		
P-4.1.1		

QUESTION

Plan sheet M4-1.1 (attachment "A") shows a PTAC unit in equipment room 4-109, plan sheet P4-1.1 doesn't show a condensate drain from this PTAC unit. Can we drain the condensate from the PTAC unit located in room #4-109 into a wye branch tailpiece installed at the ST-1 sink in room #4-102? Also not shown on the plans is a branch controller located in room #4-103 (see attachment "A"). This unit will require an 1-1/4" condensate drain that will have to be terminated into a drywell outside of the building. We're hoping to stub the 1-1/4" condensate drain through the wall into the mechanical enclosure outside, then run below grade to a drywell located a minimum of 5'-0" away from the building. Please advise if this will be acceptable?

ANSWER

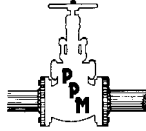
Both suggested methods are acceptable. Check routing of the 1-1/4" condensate line down the outside wall and exposed outside near grade before routing underground to dry sump also with architect.

ROUTING OUTSIDE WALL EXCEPTABLE.
 Tom - SVA - 3/8/18

Response Provided By: H. Mozaffari, R&A Feb. 27, 2018
 Name Company Date

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 51

Submitted By: Alex Rivera - Bernards



PRECISION PLUMBING-MECHANICAL

5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

REQUEST FOR INFORMATION

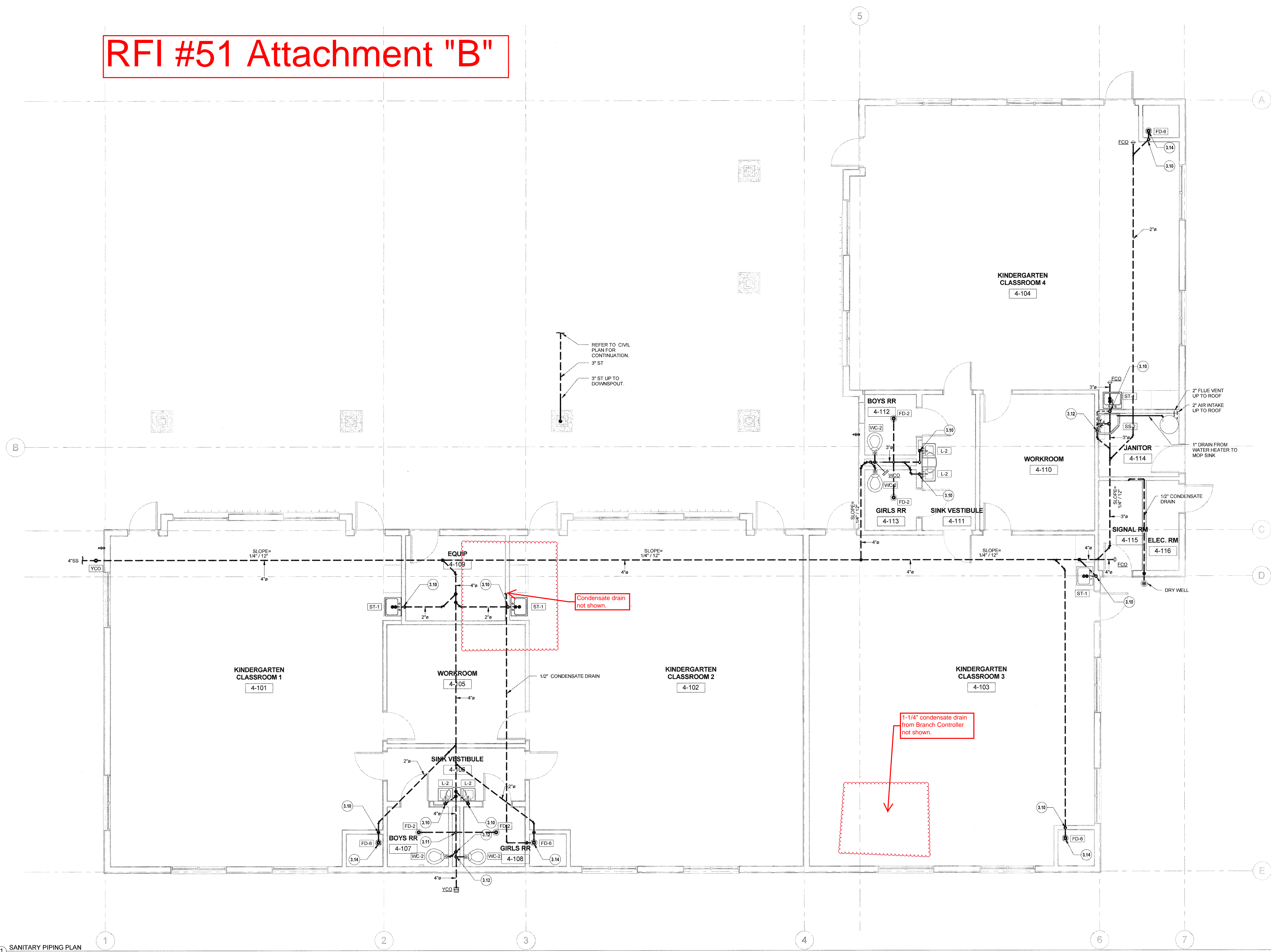
RFI # 51

Job Name:		Job #:	Date:
Elm St. Elementary School		215	2/26/2018
To:		Author:	
Steve Johnson		Daniel Bascom	
Drawing #:		Detail #:	Note #:
M4-1.1 & P4-1.1		N/A	N/A
Subject:		Cost Impact:	Schedule Impact:
Condensate from branch controller and PTAC unit in Kindergarten Bldg.		Yes	Yes
Description of Information/Clarification Required:			
<p>Plan sheet M4-1.1 (attachment "A") shows a PTAC unit in equipment room 4-109, plan sheet P4-1.1 doesn't show a condensate drain from this PTAC unit. Can we drain the condensate from the PTAC unit located in room #4-109 into a wye branch tailpiece installed at the ST-1 sink in room #4-102? Also not shown on the plans is a branch controller located in room #4-103 (see attachment "A"). This unit will require an 1-1/4" condensate drain that will have to be terminated into a drywell outside of the building. We're hoping to stub the 1-1/4" condensate drain through the wall into the mechanical enclosure outside, then run below grade to a drywell located a minimum of 5'-0" away from the building. Please advise if this will be acceptable?</p>			
Recommendation:			
N/A			
Response:			
Response By:		Date:	

RFI #51 Attachment "B"

KEYNOTES:

MARK	DESCRIPTION
3.10	2" SANITARY DOWN AND 1-1/2" VENT UP
3.11	2" SANITARY DOWN AND 2" VENT UP
3.12	3" SANITARY DOWN AND 2" VENT UP
3.14	ROUTE 3/4" CONDENSATE DRAINS FROM FAN COIL UNITS TO FLOOR SINK - PROVIDE AIR GAP



REFER TO CIVIL PLAN FOR CONTINUATION.
3" ST
3" ST UP TO DOWNSPOUT.

Condensate drain not shown.

1-1/4" condensate drain from Branch Controller not shown.

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



ROSHANIAN & ASSOCIATES, INC.
 ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
 6404 WILSHIRE BLVD, SUITE #919 LOS ANGELES, CA 90048
 TEL: (323) 933-6252 FAX: (323) 933-5899

IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
A# 03-116407
 AC FLS SS
 DATE **AUG 01 2016**

REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: 10/24/2014
 PROJECT NO: 1340159
 SCALE: 1/4" = 1'-0"

P4-1.1
 SHEET NUMBER:
 SHEET TITLE:

KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY



3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
 T 649.899.3380 WWW.SVA-ARCHITECTS.COM

1 SANITARY PIPING PLAN
 1/4" = 1'-0"

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CHANGE ORDER REQUEST

COR No. 256 R0

Date: 8/13/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

CCD 13 Z Clips

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add Z clips for 11 FCUs at the Classroom Building.	Sheldon Mechanical Corp	4,605
Reason: Required By CCD 13		
Requested By: SVA Architects		
Ref: CCD 13		
		Subtotal: 4,605
Contractual Costs		
Overhead 15%		691
		Subtotal: 691
Total Change Order Request Amount:		5,296

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



SHELDON MECHANICAL CORPORATION

July 31, 2018

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Kyle Ramin

Subject: Elm Street Elementary School
SMC COR #11 CCD #13 Z Clips for 2nd Floor VRF Fan Coil Units – Classroom R1

Dear Kyle,

Attached is our itemized cost to furnish and install Z Clips for (11) VRF Fan Coil Units located on the 2nd Floor Classroom Building.

Cost for SMC COR #11 is \$4,605.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

Data	Sheldon 3/19/04
Job	Misc Jobs #2
Bid	SMC COR #11

Sheldon Mechanical Corp.
26015 Avenue Hall
Santa Clarita, CA 91355

DATE	PAGE
07/27/18	1
TIME	
09:02 AM	

Phone: 661-286-1361 FAX: 661-287-9086
e-mail: Dillon@sheldonmech.com

	Description	Ref	Ref Amount	Op	Rate	Amount
1	MATERIAL:					
2	DFI					1,160.00
3	SUBTOTAL					1,160.00
4						
5	SALES TAX:					
6	Material Total	Line 3	1,160.00	%	9.50	110.20
7	SUBTOTAL					110.20
8						
9	DIRECT FIELD LABOR:					
10	Install Z Metal for					
11	11 FCUs					
12	Foreman	Calc	11.00	*	118.91	1,308.01
13	Journeyman	Calc	11.00	*	98.14	1,079.54
14	SUBTOTAL					2,387.55
15						
16	DIRECT JOB EXPENSES:					
17	Cleanup	Calc	1.00	*	98.14	98.14
18	Freight	Calc	2.00	*	75.00	150.00
19	Material Handling	Calc	1.00	*	98.14	98.14
20	SUBTOTAL					346.28
21						
22	JOB SUBTOTAL					4,004.03
23						
24	OVERHEAD MARKUP:					
25	Flat Rate Markup	Line 22	4,004.03	%	15.00	600.60
26	Material	Line 3	1,160.00	%		
27	Major Quotations	Line 3	1,160.00	%		
28	Sales Tax	Line 7	110.20	%		
29	Direct Field Labor	Line 14	2,387.55	%		
30	Direct Shop Labor	Line 14	2,387.55	%		
31	Specialized Labor	Line 14	2,387.55	%		
32	Indirect Labor	Line 15	0.00	%		
33	Non-Productive Lbr.	Line 15	0.00	%		
34	Direct Job Expenses	Line 20	346.28	%		
35	Sub Contracts	Line 20	346.28	%		
36	JOB TOTAL					4,604.63



140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Elm Street Elementary School	DSA App. #: 03 - 116407

APPLICANT

CCD Cat. A / B, #13 Date Submitted: 01/22/18 Attached Pages?: No Yes (6 ___ pages)

For CCD Cat. B, this is a voluntary submittal, DSA required submittal (attach DSA notification requiring submission).

Firm Name: SVA Architects Contact Name: Tom Bardwell

Email: tbardwell@sva-architects.com Phone Number: (949) 809-3380

Address: 3 Mac Arthur Place, Suite 850

City: Santa Ana State: Ca Zip: 92707

A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.

For project currently under construction.

To obtain DSA approval of existing uncertified building(s).

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: Robert Simons

Professional License #: C-18301 Discipline: Architecture

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: *Robert Simons*

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this this project.

Brief description of construction change (attach additional sheets if needed):
Please see the following page for scope descriptions.

List of DSA approved drawings affected by this CCD: Refer to attached sheet

DSA USE ONLY		For business office use only Date Sent _____ Return By _____ Delivery Method _____	DSA Stamp
SSS A. Widjaja Date 05/03/2018 <u>Approved</u> / Disapproved / Not Req'd	FLS C. Osmund Date 02/15/2018 <u>Approved</u> / Disapproved / Not Req'd		
ACS <input checked="" type="checkbox"/> Date _____ <u>Approved</u> / Disapproved / <u>Not Req'd</u> Remarks: <u>DSA APPROVAL FOR "CLOUDED" PORTION ONLY.</u>			

Elm Elementary School CCD #13

Revisions to Architecture sheets:

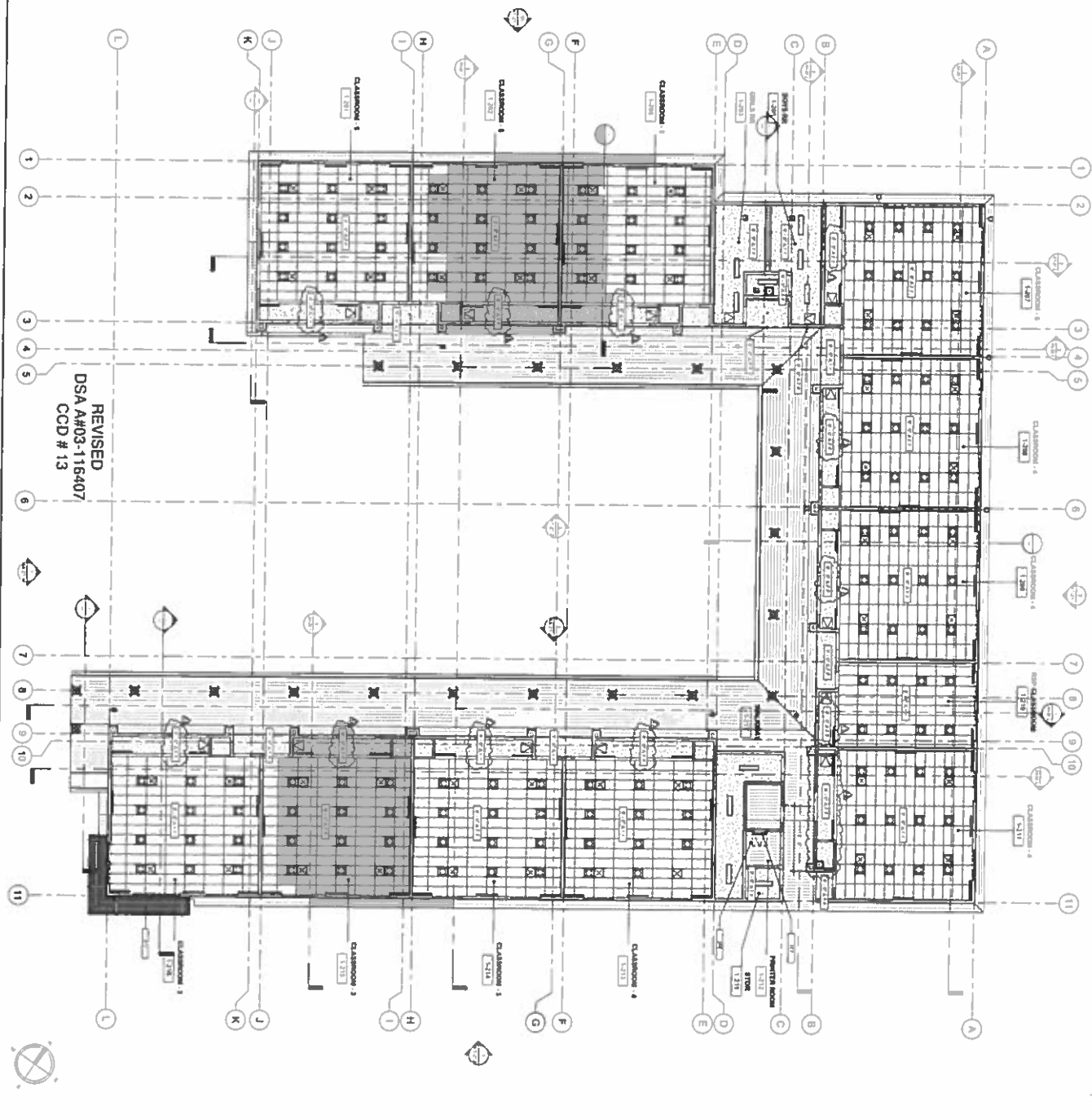
A1-11.2: Revised mechanical closet location and expanded closet to fit rated shaft along with fan coil in room 1-211. Provided addition mechanical chase in classroom space for utility lines. Reduced window to one 2'-0" x 6'-0". All corridor windows on second floor moved down 12" to accommodate the louver above the windows. Also, markerboard track was reduced in length.

A1-11.5: Revised soffit ceiling heights in all classrooms to 8'-0" on the second floor to accommodate louver above windows. Provided mechanical chase in classroom space for utility lines.

Revisions to Mechanical sheets:

Revisions to Fan Coil Closets and Relief Louvers in Ceilings on 1st and 2nd floor of Classroom Building (See M1-1.1, M1-1.3, M1-3.0, M1-3.1).

- Adjust intake louver location in fan coil closets, and include fire dampers in outside walls.
- Revise relief louvers in ceilings to two smaller ones instead of one large one, and include back draft dampers.
- Provide access doors and access panels for closets and in ductwork, as indicated and as required.
- Location of ceiling relief grille system is flexible and can be moved around.



REVISED
DSA A#03-116407
CCD # 13

REFLECTED CEILING PLAN - LEVEL 2

KEYNOTE LEGEND

- 1 - 1/2" DIA. LIGHT FIXTURE
- 2 - 1/4" DIA. LIGHT FIXTURE
- 3 - 1/8" DIA. LIGHT FIXTURE
- 4 - 1/4" DIA. LIGHT FIXTURE
- 5 - 1/8" DIA. LIGHT FIXTURE
- 6 - 1/4" DIA. LIGHT FIXTURE
- 7 - 1/8" DIA. LIGHT FIXTURE
- 8 - 1/4" DIA. LIGHT FIXTURE
- 9 - 1/8" DIA. LIGHT FIXTURE
- 10 - 1/4" DIA. LIGHT FIXTURE
- 11 - 1/8" DIA. LIGHT FIXTURE
- 12 - 1/4" DIA. LIGHT FIXTURE
- 13 - 1/8" DIA. LIGHT FIXTURE
- 14 - 1/4" DIA. LIGHT FIXTURE
- 15 - 1/8" DIA. LIGHT FIXTURE
- 16 - 1/4" DIA. LIGHT FIXTURE
- 17 - 1/8" DIA. LIGHT FIXTURE
- 18 - 1/4" DIA. LIGHT FIXTURE
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- 97 - 1/8" DIA. LIGHT FIXTURE
- 98 - 1/4" DIA. LIGHT FIXTURE
- 99 - 1/8" DIA. LIGHT FIXTURE
- 100 - 1/4" DIA. LIGHT FIXTURE

APPROVED

DSA
DATE: 05/02/2018
Appl. No: 03116407, 145, 15, RI, 555504

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
CLIENT ADDRESS: 430 EAST ELM STREET, OXNARD, CALIFORNIA

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 430 EAST ELM STREET, OXNARD, CALIFORNIA

ARCHITECTS

DATE: 05/02/2018

PROJECT NO: 116407

SCALE: AS SHOWN

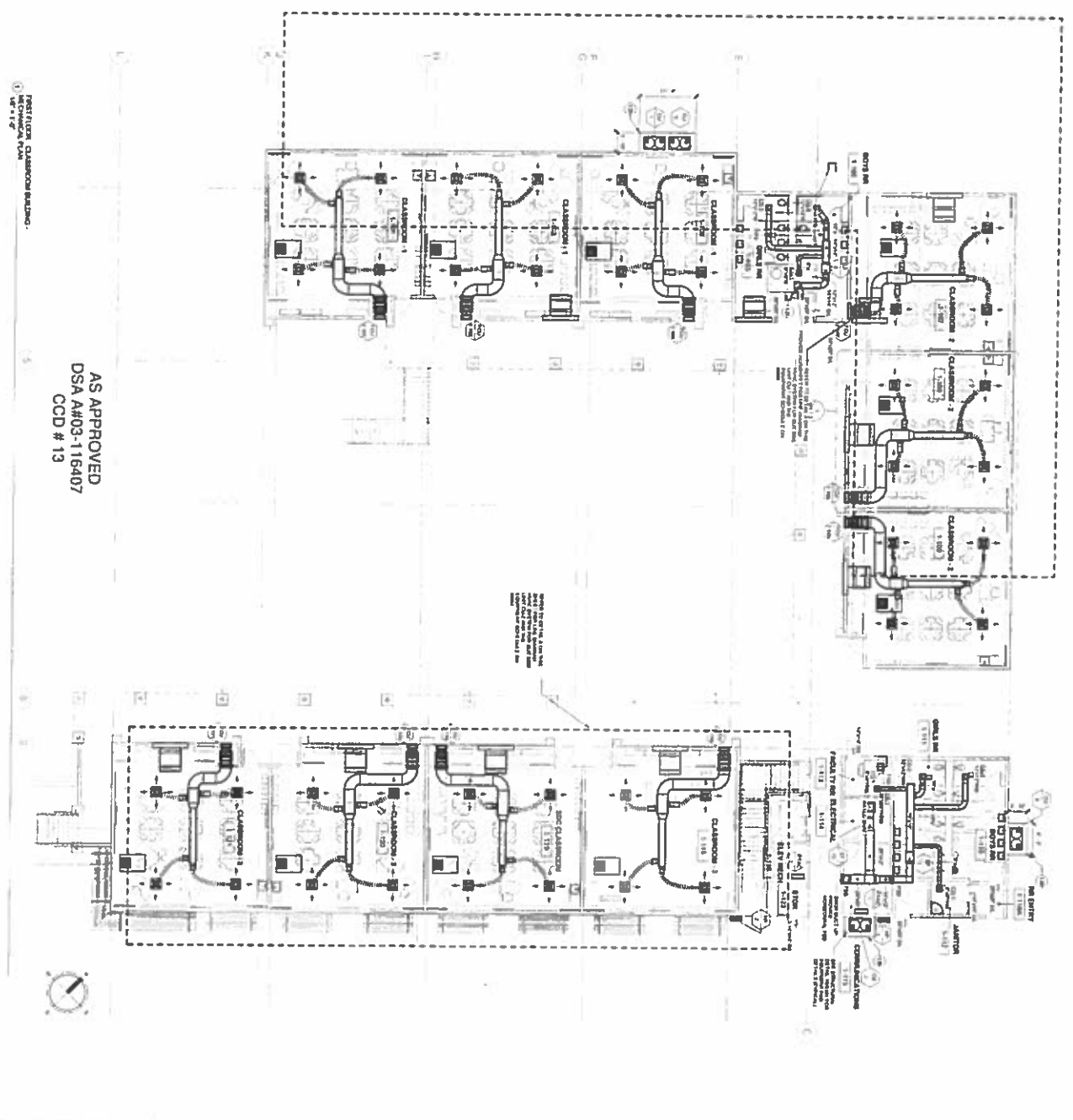
DATE REVISION: APRIL 8, 2018

PROJECT NO: 116407-Rev 1

SCALE: AS SHOWN

DATE: 05/02/2018

DESCRIPTION: 1-15-18



AS APPROVED
 DSA #A03-116407
 CCD # 13

INSTITUTION: CLASSROOM BUILDING
 ARCHITECT: SWA ARCHITECTS, P.A.

KEYNOTES:

1. ALL ROOMS TO BE EQUIPPED WITH SMOKE DETECTORS AND SMOKE EXHAUST SYSTEMS.
2. ALL ROOMS TO BE EQUIPPED WITH SMOKE EXHAUST SYSTEMS.
3. ALL ROOMS TO BE EQUIPPED WITH SMOKE EXHAUST SYSTEMS.
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9. ALL ROOMS TO BE EQUIPPED WITH SMOKE EXHAUST SYSTEMS.
10. ALL ROOMS TO BE EQUIPPED WITH SMOKE EXHAUST SYSTEMS.



OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 PROJECT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



DATE SUBMITTED: 10/20/2014
PROJECT NO.: 1306719
SCALE: 1/8" = 1'-0"
SHEET NUMBER: M1-1.1
SHEET TITLE: CLASSROOM BLDG - FIRST FLOOR - MECHANICAL PLAN

SWA ARCHITECTS

CLASSROOM BLDG - FIRST FLOOR - MECHANICAL PLAN

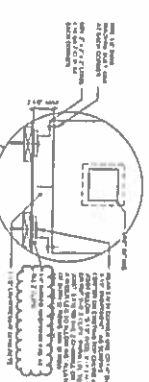
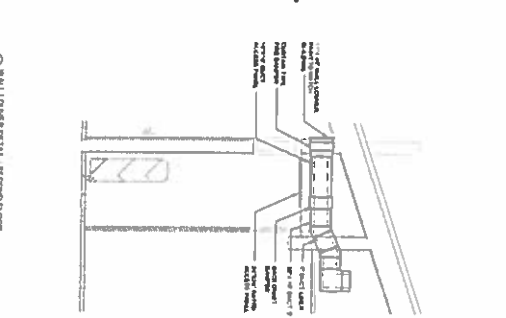
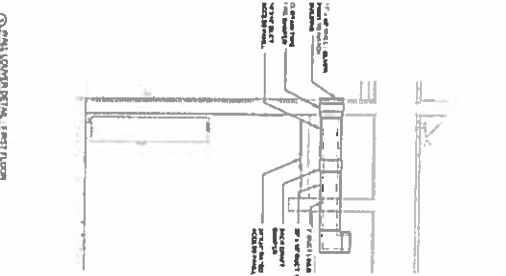
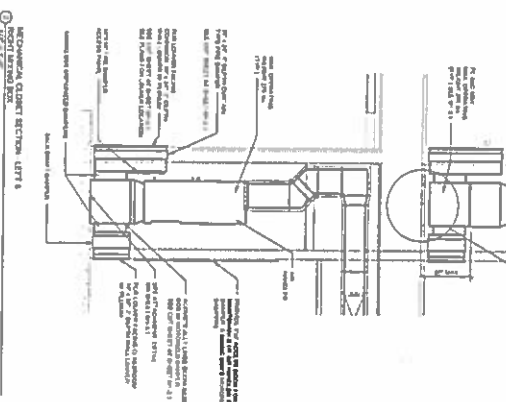
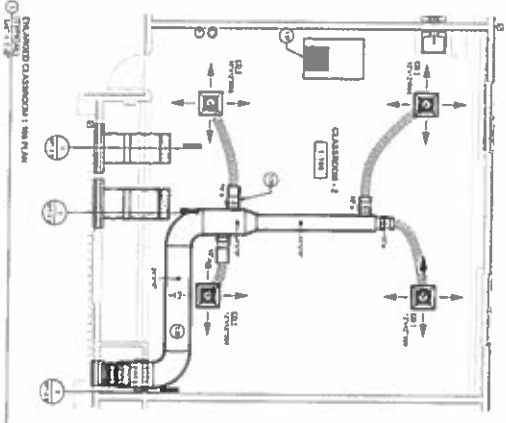
M1-1.1

ARCHITECTS

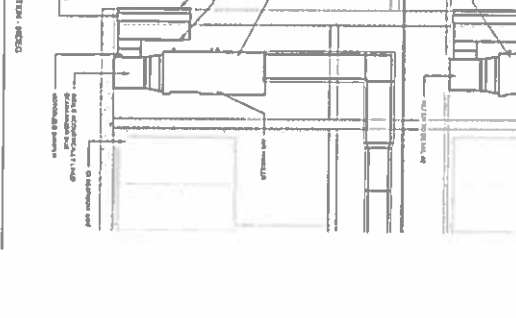
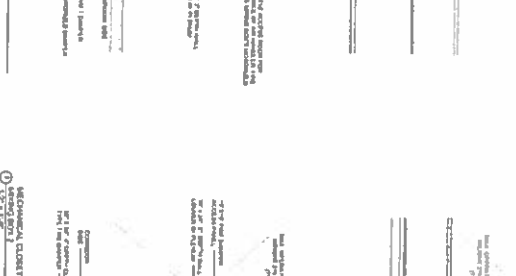
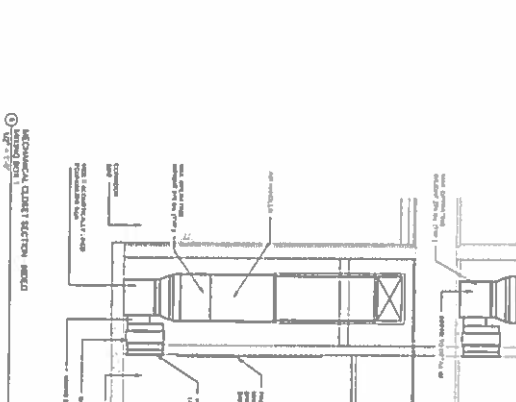
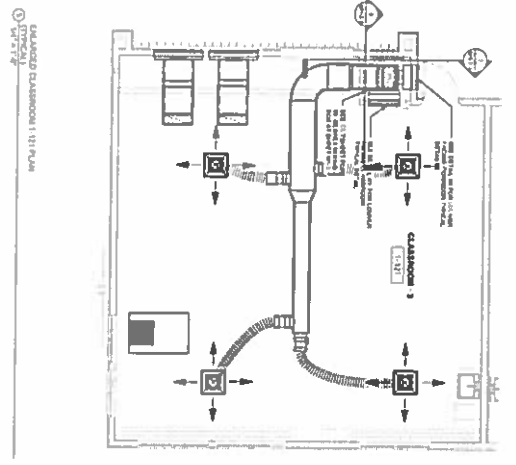
KEYNOTES :

1. All work shall be in accordance with the latest editions of the California Building Code, the California Mechanical Code, and the California Electrical Code, unless otherwise specified.

DESCRIPTION



DSA APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 05/03/2018
 Appl. No. 03116407 140 11 BL 555/261



OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

DESCRIPTION

NO.	DESCRIPTION	DATE
1	DESIGN	05/03/2018
2	REVISION	
3		
4		
5		
6		
7		
8		
9		
10		

DATE 05/03/2018
PROJECT NO. 1584118
SCALE As shown
SHEET NUMBER M1-3.0
SHEET TITLE CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN

SVA ARCHITECTS

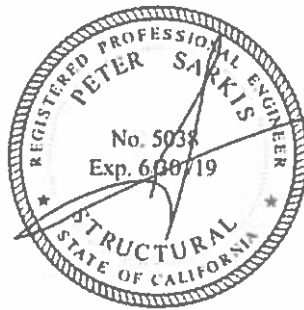
CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN

PROJECT NO. 1584118
DATE 05/03/2018
SCALE As shown
SHEET NUMBER M1-3.0
SHEET TITLE CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN



STRUCTURAL ENGINEERING CALCULATIONS

**Elm Elementary
CCD #013
03-116407**



**By
PETRA Structural Engineers
Job# 2013-075
May 2, 2018**



Elm Elementary
 FC & MBX - Ground floor
 Equipment Anchorage Analysis/Design - 2016 CBC/ASCE 7-10 (STRENGTH LEVEL)

5/2/2018
 Proj 2013-075

Seismic Force		
Component Amplification Factor	$a_p =$	1.0 (Table 13.5-1 & 13.6-1)
Component Response Modification Factor	$R_p =$	2.5 (Table 13.5-1 & 13.6-1)
Importance Factor	$I_p =$	1 (Section 13.1.3)
Seismic Factor	$S_{DS} =$	1.607
Equipment Weight (Operating)	$W_p =$	276 lbs
Equipment Point of Attachment Elevation	$z =$	0 ft or level
Average Roof Height Elevation	$h =$	2 ft or level
$F_p \text{ max} = 1.6 \cdot S_{DS} \cdot I_p \cdot W_p =$		710 lbs (Eq 13.3-2)
$F_p = (0.4 \cdot a_p \cdot S_{DS} \cdot W_p) / (R_p / I_p) \cdot (1 + (2 \cdot z / h)) =$		71 lbs (Eq 13.3-1)
$F_p \text{ min} = 0.3 \cdot S_{DS} \cdot I_p \cdot W_p =$		133 lbs (Eq 13.3-3)

Controlling Horiz. Seismic Force Factor =	0.4821
Horizontal Seismic Force $F_p =$	133 lbs
Vertical Seismic Force $0.2S_{DS} =$	89 lbs

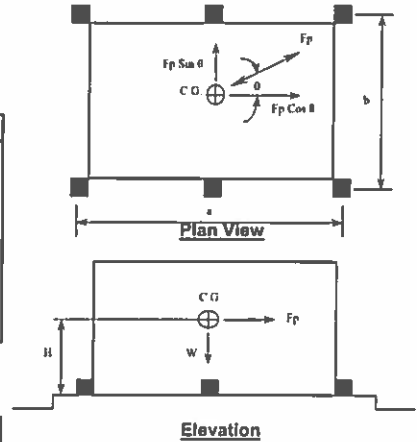
Mounting Geometry	
Height to C.G.	$H = 10$ in
No. of Restraint Points	4
Dist. Bet. outermost restraint along LENGTH	$a = 25$ in
Dist. Bet. outermost restraint along WIDTH	$b = 18$ in
No. of Restraints in tension along LENGTH (due to overturning across the width)	$n1 = 2$
No. of Restraints in tension along WIDTH (due to overturning across the length)	$n2 = 2$

Overturning Moment	OM = 1331 lb-in
--------------------	-----------------

Restraint Design - Allowable Stress Loads (E/1.4)	
Critical Angle where Max. Tension Occurs	$\theta = 54$ deg
Reaction due to critical angle Overturning Moment	$R_{CM} = 46$ lbs (T/C)
Reaction due to Equipment Weight	$R_W = 69$ lbs (Comp.)
Reaction due to Vertical Seismic	$R_{EV} = 22$ lbs (T/C)

$0.9 \cdot R_W - R_{CM} - R_{EV} =$	$P_{up} = -6$ lbs	Tension
$R_W + R_{CM} + R_{EV} =$	$P_{dn} = 137$ lbs	Comp
Restraint Shear	$V = 33$ lbs	

SEE FOLLOWING PAGES FOR ANCHOR DESIGN



Note : Equipment is <400 lbs and floor mounted.

Company:		Date:	5/2/2018
Engineer:		Page:	1/4
Project:	Elm Elementary		
Address:			
Phone:			
E-mail:			

1. Project Information

Customer company:
 Customer contact name:
 Customer e-mail:
 Comment:

Project description: FC & MBX
 Location:
 Fastening description:

2. Input Data & Anchor Parameters

General

Design method: ACI 318-11
 Units: Imperial units

Anchor Information:

Anchor type: Concrete screw
 Material: Carbon Steel
 Diameter (inch): 0.250
 Nominal Embedment depth (inch): 2.250
 Effective Embedment depth, h_{ef} (inch): 1.730
 Code report: ICC-ES ESR-2713
 Anchor category: 1
 Anchor ductility: No
 h_{min} (inch): 3.43
 c_{ac} (inch): 5.14
 c_{min} (inch): 1.50
 S_{min} (inch): 1.50

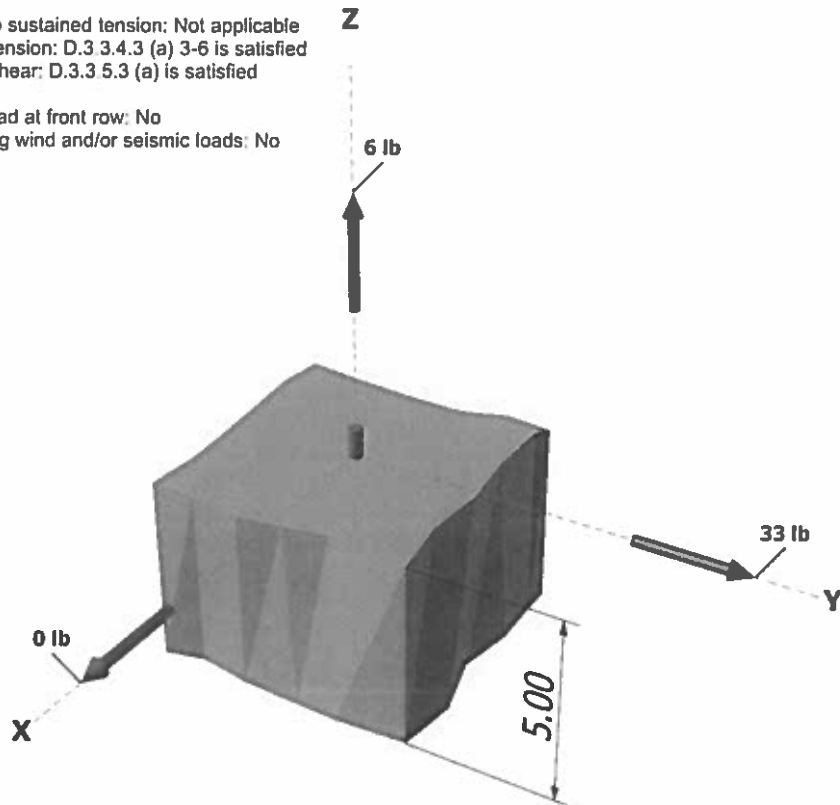
Base Material

Concrete: Normal-weight
 Concrete thickness, h (inch): 5.00
 State: Cracked
 Compressive strength, f'_c (psi): 4000
 $\Psi_{c,v}$: 1.0
 Reinforcement condition: B tension, B shear
 Supplemental reinforcement: Not applicable
 Reinforcement provided at corners: No
 Do not evaluate concrete breakout in tension: No
 Do not evaluate concrete breakout in shear: No
 Ignore 6do requirement: Not applicable
 Build-up grout pad: No

Load and Geometry

Load factor source: ACI 318 Section 9.2
 Load combination: not set
 Seismic design: Yes
 Anchors subjected to sustained tension: Not applicable
 Ductility section for tension: D.3.3.4.3 (a) 3-6 is satisfied
 Ductility section for shear: D.3.3.5.3 (a) is satisfied
 Ω_D factor: not set
 Apply entire shear load at front row: No
 Anchors only resisting wind and/or seismic loads: No

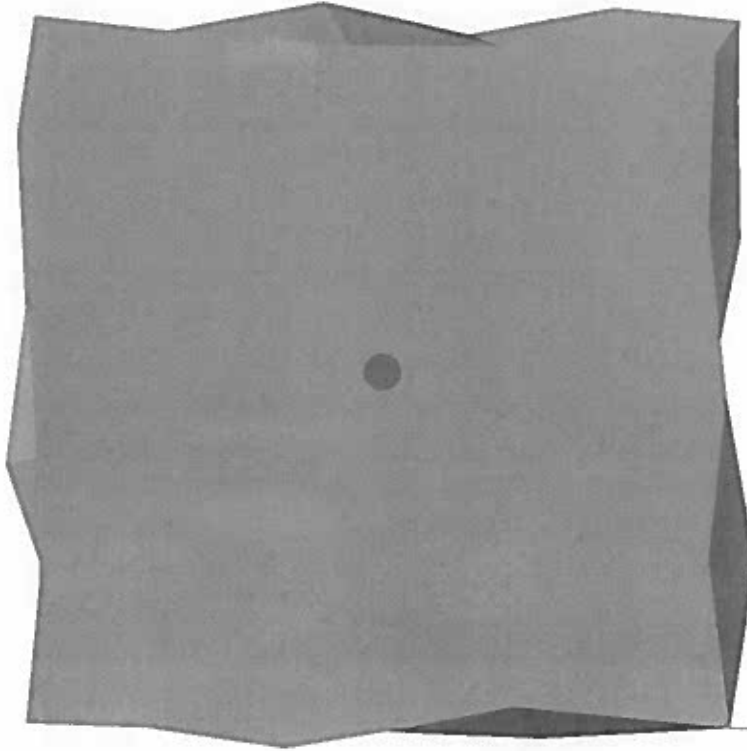
<Figure 1>



SIMPSON Anchor Designer™
Strong-Tie Software
Version 2.4.6025.3

Company:		Date:	5/2/2018
Engineer:		Page:	2/4
Project:	Elm Elementary		
Address:			
Phone:			
E-mail:			

<Figure 2>



Recommended Anchor
Anchor Name: Titen HD® - 1/4"Ø Titen HD, hnom.2.25" (57mm)
Code Report: ICC-ES ESR-2713





Company:		Date:	5/2/2018
Engineer:		Page:	3/4
Project:	Elm Elementary		
Address:			
Phone:			
E-mail:			

3. Resulting Anchor Forces

Anchor	Tension load, N _{ua} (lb)	Shear load x, V _{uax} (lb)	Shear load y, V _{uay} (lb)	Shear load combined, √(V _{uax}) ² + (V _{uay}) ² (lb)
1	6.0	0.0	33.0	33.0
Sum	6.0	0.0	33.0	33.0

Maximum concrete compression strain (‰): 0.00
 Maximum concrete compression stress (psi): 0
 Resultant tension force (lb): 6
 Resultant compression force (lb): 0
 Eccentricity of resultant tension forces in x-axis, e'_{Nx} (inch): 0.00
 Eccentricity of resultant tension forces in y-axis, e'_{Ny} (inch): 0.00
 Eccentricity of resultant shear forces in x-axis, e'_{Vx} (inch): 0.00
 Eccentricity of resultant shear forces in y-axis, e'_{Vy} (inch): 0.00

4. Steel Strength of Anchor in Tension (Sec. D.5.1)

N _{sa} (lb)	φ	φN _{sa} (lb)
5195	0.65	3377

5. Concrete Breakout Strength of Anchor in Tension (Sec. D.5.2)

$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5}$ (Eq. D-6)

k _c	λ _a	f' _c (psi)	h _{ef} (in)	N _b (lb)
17.0	1.00	4000	1.730	2447

$0.75\phi N_{cb} = 0.75\phi (A_{Nc} / A_{Nco}) \Psi_{ed,N} \Psi_{c,N} \Psi_{cp,N} N_b$ (Sec. D.4.1 & Eq. D-3)

A _{Nc} (in ²)	A _{Nco} (in ²)	Ψ _{ed,N}	Ψ _{c,N}	Ψ _{cp,N}	N _b (lb)	φ	0.75φN _{cb} (lb)
26.94	26.94	1.000	1.00	1.000	2447	0.65	1193

6. Pullout Strength of Anchor in Tension (Sec. D.5.3)

$0.75\phi N_{pn} = 0.75\phi \Psi_{c,P} \lambda_a N_p (f'_c / 2,500)^n$ (Sec. D.4.1, Eq. D-13 & Code Report)

Ψ _{c,P}	λ _a	N _p (lb)	f' _c (psi)	n	φ	0.75φN _{pn} (lb)
1.0	1.00	1676	4000	0.50	0.65	1033

Company:		Date:	5/2/2018
Engineer:		Page:	4/4
Project:	Elm Elementary		
Address:			
Phone:			
E-mail:			

8. Steel Strength of Anchor in Shear (Sec. D.6.1)

V_{sa} (lb)	ϕ_{grout}	ϕ	$\phi_{grout}\phi V_{sa}$ (lb)
1695	1.0	0.60	1017

10. Concrete Pryout Strength of Anchor in Shear (Sec. D.6.3)

$$\phi V_{cp} = \phi k_{cp} N_{cb} = \phi k_{cp} (A_{Nc} / A_{Nco}) \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \quad (\text{Eq. D-40})$$

k_{cp}	A_{Nc} (in ²)	A_{Nco} (in ²)	$\psi_{ed,N}$	$\psi_{c,N}$	$\psi_{cp,N}$	N_b (lb)	ϕ	ϕV_{cp} (lb)
1.0	26.94	26.94	1.000	1.000	1.000	2447	0.70	1713

11. Results

Interaction of Tensile and Shear Forces (Sec. D.7)

Tension	Factored Load, N_{ua} (lb)	Design Strength, ϕN_n (lb)	Ratio	Status	
Steel	6	3377	0.00	Pass	
Concrete breakout	6	1193	0.01	Pass	
Pullout	6	1033	0.01	Pass (Governs)	
Shear	Factored Load, V_{ua} (lb)	Design Strength, ϕV_n (lb)	Ratio	Status	
Steel	33	1017	0.03	Pass (Governs)	
Pryout	33	1713	0.02	Pass	
Interaction check	$N_{ua}/\phi N_n$	$V_{ua}/\phi V_n$	Combined Ratio	Permissible	Status
Sec. D.7.2	0.00	0.03	3.2%	1.0	Pass

1/4"Ø Titen HD, hnom:2.25" (57mm) meets the selected design criteria.

12. Warnings

- Minimum spacing and edge distance requirement of 6da per ACI 318 Sections D.8.1 and D.8.2 for torqued cast-in-place anchor is waived per designer option.

Brittle failure governs for tension. Governing anchor failure mode is brittle failure. Attachment shall be designed to satisfy the requirements of ACI 318-11 Section D.3.3.4.3 for structures assigned to Seismic Design Category C, D, E, or F when the component of the strength level earthquake force applied to anchors exceeds 20 percent of the total factored anchor force associated with the same load combination. In case when ACI 318-11 Sections D.3.3.4.3 (a)3 to 6, (b), (c), or (d) is satisfied for tension loading, select appropriate checkbox from Inputs tab to disable this message. Alternatively, Ω0 factor can be entered to satisfy ACI 318-11 Section D.3.3.4.3(d) to increase the earthquake portion of the loads as required.

- Per designer input, ductility requirements for shear have been determined to be satisfied – designer to verify.

- Designer must exercise own judgement to determine if this design is suitable.

- Refer to manufacturer's product literature for hole cleaning and installation instructions.

Elm Elementary
 FC & MBX - 2nd floor
 Equipment Anchorage Analysis/Design - 2016 CBC/ASCE 7-10 (STRENGTH LEVEL)

5/2/2018
 Proj 2013-075

Seismic Force		
Component Amplification Factor	$a_p =$	1.0 (Table 13.5-1 & 13.6-1)
Component Response Modification Factor	$R_p =$	2.5 (Table 13.5-1 & 13.6-1)
Importance Factor	$I_p =$	1 (Section 13.1.3)
Seismic Factor	$S_{DS} =$	1.607
Equipment Weight (Operating)	$W_p =$	276 lbs
Equipment Point of Attachment Elevation	$z =$	1 ft or level
Average Roof Height Elevation	$h =$	2 ft or level
$F_p \text{ max} = 1.6 \cdot S_{DS} \cdot I_p \cdot W_p =$		710 lbs (Eq 13.3-2)
$F_p = (0.4 \cdot a_p \cdot S_{DS} \cdot W_p) / (R_p / I_p) \cdot (1 + (2 \cdot z / h)) =$		142 lbs (Eq 13.3-1)
$F_p \text{ min} = 0.3 \cdot S_{DS} \cdot I_p \cdot W_p =$		133 lbs (Eq 13.3-3)

Controlling Horiz. Seismic Force Factor =	0.51424
Horizontal Seismic Force $F_p =$	142 lbs
Vertical Seismic Force $0.2S_{DS} =$	89 lbs

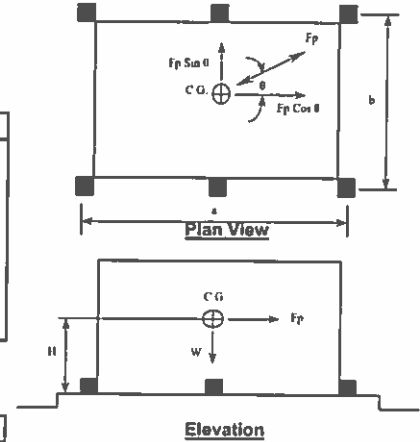
Mounting Geometry	
Height to C.G.	$H =$ 10 in
No. of Restraint Points	4
Dist. Bet. outermost restraint along LENGTH	$a =$ 25 in
Dist. Bet. outermost restraint along WIDTH	$b =$ 18 in
No. of Restraints in tension along LENGTH (due to overturning across the width)	$n1 =$ 2
No. of Restraints in tension along WIDTH (due to overturning across the length)	$n2 =$ 2

Overturning Moment	$OM =$ 1419 lb-in
--------------------	-------------------

Restraint Design - Allowable Stress Loads (E/1.4)	
Critical Angle where Max. Tension Occurs	$\theta =$ 54 deg
Reaction due to critical angle Overturning Moment	$R_{OM} =$ 49 lbs (T/C)
Reaction due to Equipment Weight	$R_W =$ 69 lbs (Comp.)
Reaction due to Vertical Seismic	$R_{EV} =$ 22 lbs (T/C)

$0.9 \cdot R_W - R_{CM} - R_{EV} =$	$P_{up} =$ -9 lbs	Tension
$R_W + R_{CM} + R_{EV} =$	$P_{dn} =$ 140 lbs	Comp
Restraint Shear	$V =$ 35 lbs	

SEE FOLLOWING PAGES FOR ANCHOR DESIGN



Note : Equipment is <400 lbs and floor mounted.

Project: ELM ELEM	By:	Sheet:
Client:	Date:	
Title: CUD 4013	Job:	

- EQUIP. TO Z-CLIP. (EMBEDDED IN CONC. FILL)

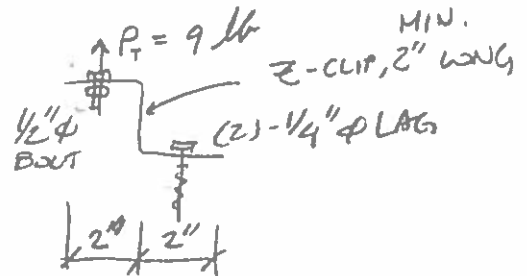
$$\frac{1}{2}'' \phi \text{ BOLT. } \left. \begin{aligned} f_a &= \frac{-9 \text{ k}}{0.19 \text{ in}^2} = 0.045 \text{ ksi} \\ f_v &= \frac{35 \text{ k}}{0.19 \text{ in}^2} = 0.186 \text{ ksi} \end{aligned} \right\} \text{ OK}$$

- CHK BENDING OF Z-CLIP.

$$M = 9 \text{ k} \times 1'' = 9 \text{ in-k}$$

$$S = \frac{2'' \times 0.0598 \text{ in}^2}{6} = 0.0012 \text{ in}^3$$

$$f_b = 7.5 \text{ ksi. } \left. \right\} \text{ OK}$$



- Z-CLIP TO FLOOR FRAMING,

(2) - $\frac{1}{4}'' \phi \times \frac{1}{2}''$ EMBED. LAG SCREWS

SHEAR CAPACITY

$$\begin{aligned} \phi R_n &= (116 \text{ k}) (1.6) (1) (0.8) (1) (1) (1) (1) (1) (1) \\ &\quad C_D C_M C_t C_g C_a C_{e1} C_d C_i C_{t1} \\ &= 149 \text{ k} \times 2 \text{ SCREWS} = 298 \text{ k} \gg 35 \text{ k} \end{aligned}$$

WITHDRAW CAPACITY

$$\begin{aligned} R_n &= 225 \text{ k} \times \frac{1}{2}'' (1.6) (1) (0.8) (1) (1) (1) (1) (1) \\ &= 432 \text{ k} \times 2 \text{ SCREWS} = 864 \text{ k} \gg 9 \text{ k} \end{aligned}$$

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Thru: December 31, 2018

Trade: HVAC (Sheet Metal)
Classification: Journeyman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.28	\$ 66.42	\$ 88.56
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 44.28	\$ 66.42	\$ 88.56
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.75	\$ 4.12	\$ 5.49
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.84	\$ 1.26	\$ 1.68
SUI	\$ 2.75	\$ 4.12	\$ 5.49
Workers Compensation Insurance	\$ 2.91	\$ 4.37	\$ 5.83
Hourly Payroll Tax & Insurance Subtotal	\$ 9.89	\$ 14.83	\$ 19.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 28.63	\$ 28.63	\$ 28.63
D. HOURLY OTHER			
Safety	\$ 1.66	\$ 2.49	\$ 3.32
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 3.52	\$ 4.68	\$ 5.85
Hourly Other Subtotal	\$ 15.18	\$ 17.17	\$ 19.17
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 97.98	\$ 127.05	\$ 156.13
General Liability Insurance	\$ 0.17	\$ 0.22	\$ 0.27
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.14	\$ 127.27	\$ 156.40

HOURLY LABOR COST RATES

Sub/Contractor:	Sheldon Mechanical Corp.	Trade:	HVAC (Sheet Metal)
Effective Date:		Classification:	Foreman
Project:		Union :	<input type="checkbox"/>
Rate Effective Through:	December 31, 2018	Non Union:	<input type="checkbox"/>

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.48	\$ 75.72	\$ 100.96
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 50.48	\$ 75.72	\$ 100.96
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.13	\$ 4.69	\$ 6.26
Medicare	\$ 0.73	\$ 1.10	\$ 1.46
FUI	\$ 0.96	\$ 1.44	\$ 1.92
SUI	\$ 3.13	\$ 4.69	\$ 6.26
Workers Compensation Insurance	\$ 3.32	\$ 4.98	\$ 6.64
Hourly Payroll Tax & Insurance Subtotal	\$ 11.27	\$ 16.91	\$ 22.54
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 28.63	\$ 28.63	\$ 28.63
D. HOURLY OTHER			
Safety	\$ 1.89	\$ 2.84	\$ 3.79
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 4.35	\$ 5.67	\$ 7.00
Hourly Other Subtotal	\$ 28.32	\$ 30.59	\$ 32.87
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 118.70	\$ 151.85	\$ 185.00
General Liability Insurance	\$ 0.20	\$ 0.26	\$ 0.31
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 118.91	\$ 152.11	\$ 185.31



CHANGE ORDER REQUEST

COR No. 257 R0

Date: 8/13/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 368 Shear Wall Penetrations

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost for material and labor to install additional ductwork as directed in RFI 368.	Sheldon Mechanical Corp	6,581
Reason: Required by SEOR.		
Requested By: RFI 368		
Ref: RFI 368		
		Subtotal: 6,581
Contractual Costs		
Overhead 15%		987
		Subtotal: 987
Total Change Order Request Amount:		7,568

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



SHELDON MECHANICAL CORPORATION

August 2, 2018

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Kyle Ramin

Subject: Elm Street Elementary School
SMC COR #12 RFI #368 Shear Wall Penetrations for Duct - Admin T&M

Dear Kyle,

Below is our cost on Time & Material per RFI #368 to furnish and install additional ductwork to stack it through one penetration in lieu of two as the SEOR would not allow two separate penetrations through the shear wall. The ductwork was installed up to the shear wall prior to the RFI response, in which case we had to take down the ductwork and reroute it with the additional fittings to be able to stack the ductwork through one penetration.

DFI Invoice including Sales Tax.....	\$1,012.00
Journeyman (48 Hours @ 98.14).....	\$4,711.00
Sub Total.....	<u>\$5,723.00</u>
Overhead and Profit – 15%.....	\$858.00
Cost for SMC COR #12.....	\$6,581.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7/18/2018

SUBJECT: RFI - 368

JOB NAME: Elm Street

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Christopher Clark	Administration bathroom RFI -368	16		
Alexandro Garcia				

Verification of Time Only
 Subject to the Terms and Conditions
 of the Subcontract Agreement
 By: _____
 Signature: [Signature]
 Print Name: _____
 Date: 7/27/18

MATERIAL

DESCRIPTION	AMOUNT
Openings for duct penetrations changed from side by side to stacked - had to re-install duct.	
Man lift	

SUBMITTED ON: 7/23/2018

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7/16/2018

SUBJECT: RFI-368

JOB NAME: Elm Street

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL. TIME
Juan Chavolla	<i>Re-work duct in hard-lid offset one above the other.</i>	24		
Alexandro Garcia				
Christopher Clark				

Verification of Time Log
Subject to the Terms and Conditions
of the Subcontract Agreement
By: [Signature]
Signature
Print Name: [Signature]
Date: 7/24/18

MATERIAL

DESCRIPTION	AMOUNT
2-20" x 20" 45' elbows .4' 20" x 20" duct	
26" x 18" offset 1of	
<i>Man left</i>	

SUBMITTED ON: 7/16/2018

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7/17/2018

JOB NAME: Elm Street

SUBJECT: RFI-368

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Alexandro Garcia	<i>Reverse duct inline instead, of side by side.</i>	8		
Christopher Clark				
	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> Verification of Time Only Subject to the Terms and Conditions of the Subcontract Agreement by: Signature: <u>[Signature]</u> Print Name: _____ Date: <u>7/17/18</u> </div>			

MATERIAL

DESCRIPTION	AMOUNT
<i>Openings for duct penetrations changed from side by side to stacked due to structural limitations</i>	
<i>MWV left</i>	

SUBMITTED ON: 7/17/2018

VERIFIED BY: _____



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 368

Project: Elm Elementary School Reconstruction Project

Date: 02-21-18

Discipline: Structural

Subject: Shear Wall Penetrations for Duct- Admin

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-131		
M-3.1.1		

QUESTION

Please see the attached sketch and advise if the (2) penetrations in the shear wall for the air duct in the Admin Building are acceptable.

ANSWER

Structurally acceptable to have one duct penetration only. Two ducts are acceptable if they're stacked on top of each other.

PSE-02/21/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	3/9/2018
Abdellatif Enterprises Inc	Hazem Abdellatif	3/9/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Alex Rivera - Bernards

Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 368

To: Tom Bardwell

Date: 02-21-18

Company: SVA Architects

Discipline: Structural

Project: Elm Elementary School Reconstruction Project

**Subject: Shear Wall Penetrations for Duct -
Admin**

Response Requested By: 02-28-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-131		
M-3.1.1		

QUESTION

Please see the attached sketch and advise if the (2) penetrations in the shear wall for the air duct in the Admin Building are acceptable.

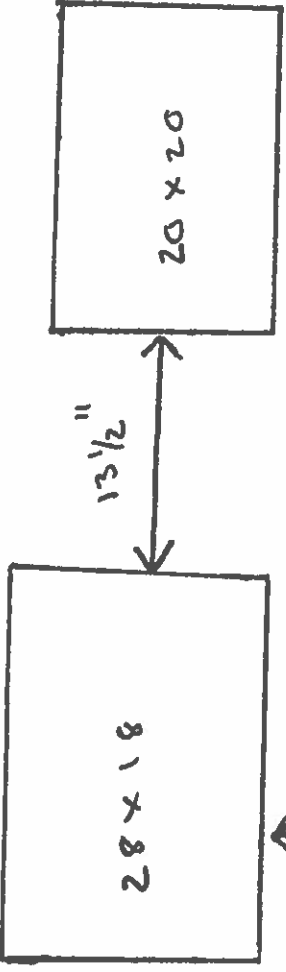
ANSWER

Structurally acceptable to have one duct penetration only. Two ducts are acceptable if they're stacked on top of each other.
PSE-02/21/18

Response Provided By: _____
Name Company Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards

NTS



11'-6" A.F.F



HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Thru: December 31, 2018

Trade: HVAC (Sheet Metal)
Classification: Journeyman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.28	\$ 66.42	\$ 88.56
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 44.28	\$ 66.42	\$ 88.56
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.75	\$ 4.12	\$ 5.49
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.84	\$ 1.26	\$ 1.68
SUI	\$ 2.75	\$ 4.12	\$ 5.49
Workers Compensation Insurance	\$ 2.91	\$ 4.37	\$ 5.83
Hourly Payroll Tax & Insurance Subtotal	\$ 9.89	\$ 14.83	\$ 19.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 28.63	\$ 28.63	\$ 28.63
D. HOURLY OTHER			
Safety	\$ 1.66	\$ 2.49	\$ 3.32
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 3.52	\$ 4.68	\$ 5.85
Hourly Other Subtotal	\$ 15.18	\$ 17.17	\$ 19.17
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 97.98	\$ 127.05	\$ 156.13
General Liability Insurance	\$ 0.17	\$ 0.22	\$ 0.27
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.14	\$ 127.27	\$ 156.40

HOURLY LABOR COST RATES

Sub/Contractor:	Sheldon Mechanical Corp.	Trade:	HVAC (Sheet Metal)
Effective Date:		Classification:	Foreman
Project:		Union :	<input type="checkbox"/>
Rate Effective Through:	December 31, 2018	Non Union:	<input type="checkbox"/>

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.48	\$ 75.72	\$ 100.96
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 50.48	\$ 75.72	\$ 100.96
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.13	\$ 4.69	\$ 6.26
Medicare	\$ 0.73	\$ 1.10	\$ 1.46
FUI	\$ 0.96	\$ 1.44	\$ 1.92
SUI	\$ 3.13	\$ 4.69	\$ 6.26
Workers Compensation Insurance	\$ 3.32	\$ 4.98	\$ 6.64
Hourly Payroll Tax & Insurance Subtotal	\$ 11.27	\$ 16.91	\$ 22.54
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 28.63	\$ 28.63	\$ 28.63
D. HOURLY OTHER			
Safety	\$ 1.89	\$ 2.84	\$ 3.79
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 4.35	\$ 5.67	\$ 7.00
Hourly Other Subtotal	\$ 28.32	\$ 30.59	\$ 32.87
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 118.70	\$ 151.85	\$ 185.00
General Liability Insurance	\$ 0.20	\$ 0.26	\$ 0.31
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 118.91	\$ 152.11	\$ 185.31



CHANGE ORDER REQUEST

COR No. 261 R0

Date: 8/13/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 436 R! Breakout Rooms

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add return diffusers and ductwork for Breakout Rooms 1, 2, and 3 in the Administration Building.	Sheldon Mechanical Corp	7,192
Reason: Required per RFI 436R1		
Requested By: SVA Architects		
Ref: RFI 436R1		
		Subtotal: 7,192
Contractual Costs		
Overhead 15%		1,079
		Subtotal: 1,079
Total Change Order Request Amount:		8,271

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



SHELDON MECHANICAL CORPORATION

August 1, 2018

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Kyle Ramin

Subject: Elm Street Elementary School
SMC COR #16 RFI #436 R1 Breakout Rooms 1, 2, 3 – Admin Building

Dear Kyle,

Attached is our itemized cost to Furnish and Install (3) Return Diffusers and Ductwork for Breakout Rooms 1,2 and 3 located in the Administration Building per RFI #436 R1. Please note the RFI response was answered after other Subtrades have installed their Overhead Systems, in which this added scope will take additional hours to complete.

Cost for SMC COR #16 is \$7,192.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute

Dillon J. Boute

Data	Sheldon 3/19/04
Job	Misc Jobs #2
Bid	SMC COR #16

Sheldon Mechanical Corp.
26015 Avenue Hall
Santa Clarita, CA 91355

DATE	1150	PAGE
08/01/18		1
TIME		
03:11 PM		

Phone: 661-286-1361 FAX: 661-287-9086
e-mail: Dillon@sheldonmech.com

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL:					
2 DFI					1,458.00
3 SUBTOTAL					1,458.00
4					
5 MAJOR QUOTATIONS:					
6 EQUIPMENT:					
7					
8 HALDEMAN					165.00
9 3 Diffusers					
10 SUBTOTAL					165.00
11					
12 SALES TAX:					
13 Material Total	Line 3	1,458.00	%	9.50	138.51
14 Major Quotations	Line 10	165.00	%	7.75	12.79
15 SUBTOTAL					151.30
16					
17 DIRECT FIELD LABOR:					
18 Ductwork					
19 Foreman	Calc	16.00	*	118.91	1,902.56
20 Journeyman	Calc	16.00	*	98.14	1,570.24
21					
22 Sway Bracing					
23 Foreman	Calc	1.00	*	116.09	116.09
24 Journeyman	Calc	1.00	*	96.17	96.17
25					
26 Install 3 Diffusers					
27 Foreman	Calc	1.50	*	116.09	174.14
28 Journeyman	Calc	1.50	*	96.17	144.26
29 SUBTOTAL					4,003.46
30					
31 DIRECT JOB EXPENSES:					
32 As-Built Drawings	Calc	1.00	*	108.91	108.91
33 Detailing	Calc	1.00	*	118.91	118.91
34 Freight	Calc	2.00	*	75.00	150.00
35 Material Handling	Calc	1.00	*	98.14	98.14
36 SUBTOTAL					475.96
37					
38 JOB SUBTOTAL					6,253.72
39					
40 OVERHEAD MARKUP:					
41 Flat Rate Markup	Line 38	6,253.72	%	15.00	938.06
42 Material	Line 3	1,458.00	%		
43 Major Quotations	Line 9	0.00	%		
44 Sales Tax	Line 15	151.30	%		
45 Direct Field Labor	Line 29	4,003.46	%		
46 Direct Shop Labor	Line 29	4,003.46	%		
47 Specialized Labor	Line 29	4,003.46	%		
48 Indirect Labor	Line 30	0.00	%		
49 Non-Productive Lbr.	Line 30	0.00	%		
50 Direct Job Expenses	Line 30	0.00	%		
51 Sub Contracts	Line 30	0.00	%		
52 JOB TOTAL					7,191.78



2937 Tanager Ave, Commerce, CA 90040; Phone: (323) 726-7011; Fax: (323) 726-1644
 5750 Kearny Villa Road, San Diego, CA 92123; Phone: (858) 737-7960; Fax: (858) 737-6972

QUOTE NO: QQ20240-00	JOB NAME: Elm Street ES - RFI 436R1
BID DATE: 08/01/2018	LOCATION: Oxnard
CUSTOMER: Sheldon Mechanical	PRICED BY: Obed Ceballos

TERMS: NET 10TH PROX **FREIGHT:** PREPAID **SALES TAX:** EXCLUDED QUOTE VALID FOR: 30 DAYS

Qty	Description
3	S80H F23 T-bar fixed bar type return grille, square neck with RNA, OBD

NET LOT PRICE (3) pcs \$165.00

**EXCLUSION: ALL OTHER ACCESSORIES NOT INDICATED ON THIS QUOTATION.
 PRODUCTS MUST SHIP WITHIN 90 DAYS OF QUOTE DATE.**

This quotation is conditioned upon your acceptance of Haldeman Inc.'s standard terms & conditions of sale, a copy of which is available upon request.



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 436R1

Project: Elm Elementary School Reconstruction Project

Date: 07-19-18

Discipline: Mechanical

Subject: Breakout rooms 1, 2, 3 - Admin Bldg

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M3-1.1		

QUESTION

The layout for the return air duct, in breakout rooms of Admin bldg., shown on RFI response 436 will not be feasible on site. Hence, we propose a new layout in the attached sketch. Please confirm the proposed layout is acceptable to proceed

ANSWER

Proposed layout acceptable.
H. Mozaffari, R&A, July 23, 2018

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	7/24/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Alex Rivera - Bernards

Submitted By: Arvind Balaji - Bernards



REQUEST FOR INFORMATION

RFI No.: 436R1

To: Tom Bardwell

Date: 07-19-18

Company: SVA Architects

Discipline: Mechanical

Project: Elm Elementary School Reconstruction Project

Subject: Breakout rooms 1, 2, 3 - Admin Bldg

Response Requested By: 07-26-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M3-1.1		

QUESTION

The layout for the return air duct, in breakout rooms of Admin bldg., shown on RFI response 436 will not be feasible on site. Hence, we propose a new layout in the attached sketch. Please confirm the proposed layout is acceptable to proceed

ANSWER

Proposed layout acceptable.

Response Provided By: H. Mozaffari, R&A July 23, 2018
 Name Company Date

Question Initiated By: Alex Rivera - Bernards

Submitted By: Arvind Balaji - Bernards



REQUEST FOR INFORMATION

RFI No.: 436

To: Tom Bardwell

Date: 06-05-18

Company: SVA Architects

Discipline: Mechanical

Project: Elm Elementary School Reconstruction Project

Subject: Breakout rooms 1, 2, 3 - admin building

Response Requested By: 06-12-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A3-11.1	3-128, 3-129, 3-130	Breakout 1, 2, & 3 (between GL 2 & 3, and GL B & D)

QUESTION

Please confirm if Breakout rooms 1, 2, and 3 in the Admin Building (between GL 2 & 3 and B & D), require ducted returns or transfer ducts.

ANSWER

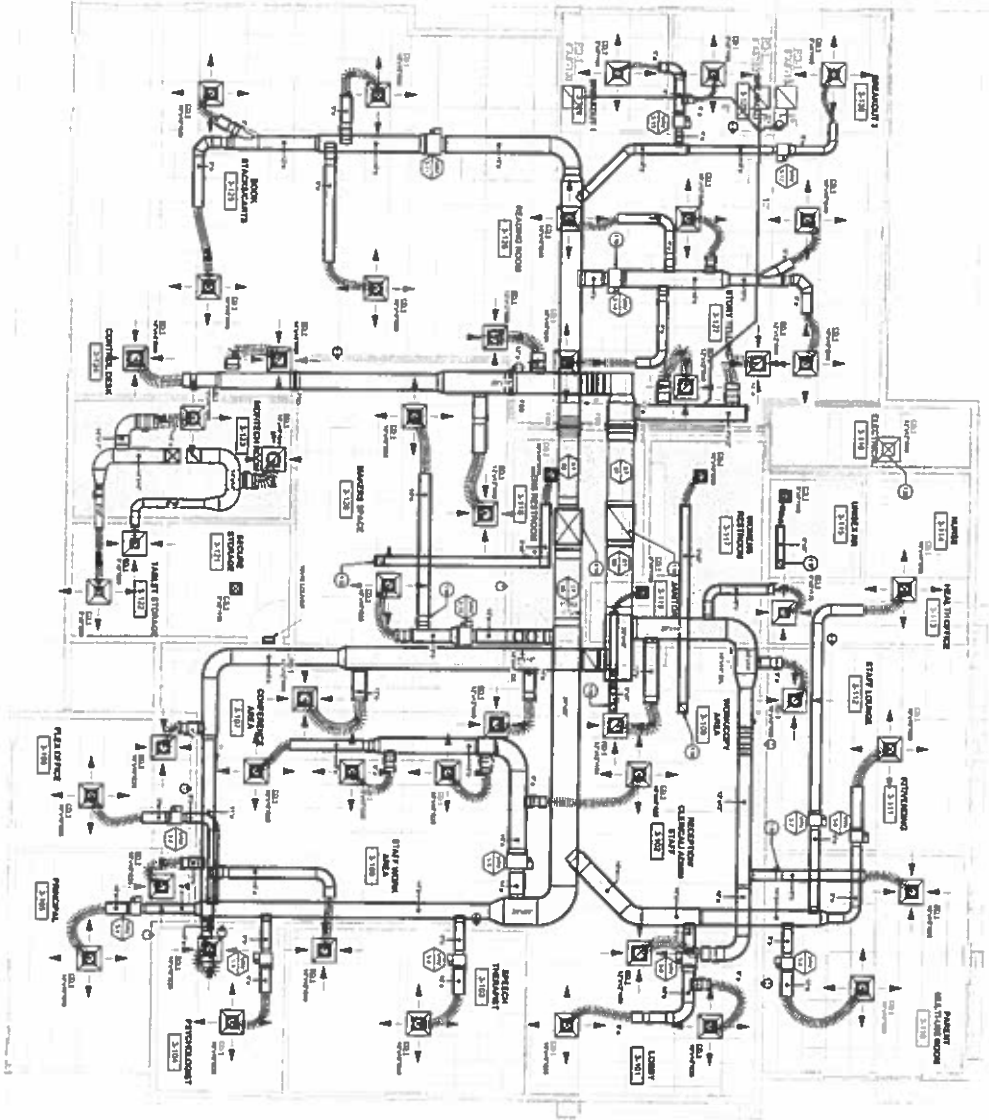
Provide ducted return air system with ceiling return grilles in each room ducted to the main return duct. See attached M3-1.1 drawing showing this.

Response Provided By: H. Mozaffari, R&A July 2, 2018
 Name Company Date

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number: 24

Submitted By: Arvind Balaji - Bernards

① HVAC CLEANING PLAN
1/4" = 1'-0"



KEYNOTES:

1. All ductwork to be cleaned.
2. All registers to be cleaned.
3. All air filters to be replaced.
4. All coils to be cleaned.
5. All condensate pans to be cleaned.
6. All electrical controls to be checked.
7. All safety devices to be checked.
8. All equipment to be tested.
9. All work to be completed by 10/15/07.
10. All work to be done in accordance with the applicable codes and standards.

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 466 EAST ELAN STREET, OXNARD, CALIFORNIA



DESIGNER: SVA ARCHITECTS
 PROJECT NO.: 130719
 DATE: 03/11/07

NO.	REVISIONS	DATE

DRYER NUMBER: M3-1.1
ADMIN BLDG. MECHANICAL FLOOR PLAN



HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Thru: December 31, 2018

Trade: HVAC (Sheet Metal)
Classification: Journeyman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.28	\$ 66.42	\$ 88.56
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 44.28	\$ 66.42	\$ 88.56
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.75	\$ 4.12	\$ 5.49
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.84	\$ 1.26	\$ 1.68
SUI	\$ 2.75	\$ 4.12	\$ 5.49
Workers Compensation Insurance	\$ 2.91	\$ 4.37	\$ 5.83
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C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 28.63	\$ 28.63	\$ 28.63
D. HOURLY OTHER			
Safety	\$ 1.66	\$ 2.49	\$ 3.32
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 3.52	\$ 4.68	\$ 5.85
Hourly Other Subtotal	\$ 15.18	\$ 17.17	\$ 19.17
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 97.98	\$ 127.05	\$ 156.13
General Liability Insurance	\$ 0.17	\$ 0.22	\$ 0.27
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.14	\$ 127.27	\$ 156.40

HOURLY LABOR COST RATES

Sub/Contractor:	Sheldon Mechanical Corp.	Trade:	HVAC (Sheet Metal)
Effective Date:		Classification:	Foreman
Project:		Union :	<input type="checkbox"/>
Rate Effective Through:	December 31, 2018	Non Union:	<input type="checkbox"/>

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.48	\$ 75.72	\$ 100.96
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	<u>\$ 50.48</u>	<u>\$ 75.72</u>	<u>\$ 100.96</u>
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.13	\$ 4.69	\$ 6.26
Medicare	\$ 0.73	\$ 1.10	\$ 1.46
FUI	\$ 0.96	\$ 1.44	\$ 1.92
SUI	\$ 3.13	\$ 4.69	\$ 6.26
Workers Compensation Insurance	\$ 3.32	\$ 4.98	\$ 6.64
Hourly Payroll Tax & Insurance Subtotal	<u>\$ 11.27</u>	<u>\$ 16.91</u>	<u>\$ 22.54</u>
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	<u>\$ 28.63</u>	<u>\$ 28.63</u>	<u>\$ 28.63</u>
D. HOURLY OTHER			
Safety	\$ 1.89	\$ 2.84	\$ 3.79
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 4.35	\$ 5.67	\$ 7.00
Hourly Other Subtotal	<u>\$ 28.32</u>	<u>\$ 30.59</u>	<u>\$ 32.87</u>
Total Hourly Labor Cost Rate (A+B+C+D)	<u><u>\$ 118.70</u></u>	<u><u>\$ 151.85</u></u>	<u><u>\$ 185.00</u></u>
General Liability Insurance	<u><u>\$ 0.20</u></u>	<u><u>\$ 0.26</u></u>	<u><u>\$ 0.31</u></u>
Total Hourly Labor Cost Rate + G.L. Insurance	<u><u>\$ 118.91</u></u>	<u><u>\$ 152.11</u></u>	<u><u>\$ 185.31</u></u>

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14th) day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Elm Street Elementary School, located at 450 East Elm Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

#16-199

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

- 2 -

#16-199

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

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibits A and B** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

#16-199

- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**. The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of **Twenty-One Million Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents (\$21,462,701.00)** and, (2) a Contractor Contingency in the amount of **Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00)**, and, (3) Sublease Payments in the amount of **\$97,112.00** per month for **12** months, for a total lease value of **One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00)** pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibits A and B** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

#16-199

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

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

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

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

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

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

- 6 -

#16-199

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.

- 7 -

#16-199

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of

- 8 -

#16-199

proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- 9 -

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

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

#16-199

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.

- 11 -

#16-199

- 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.

- 12 -

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.

#16-199

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,

- 16 -

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

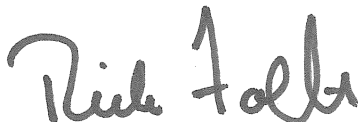
SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR

Bernards



THE DISTRICT

Oxnard School District,
a California school district

- 18 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

#16-199

By: Rick Fochtman

Title: Senior Vice President

Date: 01/12/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 1-24-17

- 19 -

OXNARD SCHOOL DISTRICT
Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

1178

#16-199

EXHIBITS A and B

Scope of Work

- 20 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

1179

EXHIBIT A**Scope of Work**

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project will be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

GENERAL PLAN SHEETS**PLAN SHEET DATE**

GEN-1	SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2	GENERAL NOTES	1/8/2016
GEN-3	PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4	COMMON AREA ACCESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5	SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6	ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016

CIVIL PLAN SHEETS

C-01	TITLE SHEET	4/8/2016
C-02	DETAIL SHEET	4/8/2016
C-03	DETAIL SHEET	4/8/2016
C-04	DETAIL SHEET	4/8/2016
C-05	DEMOLITION PLAN	4/8/2016
C-06	PRECISE GRADING	4/8/2016
C-07	PRECISE GRADING	4/8/2016
C-08	UTILITY PLAN	4/8/2016
C-09	STORM DRAIN PLAN	4/8/2016
C-10	STORM DRAIN DETAILS	4/8/2016
C-11	STORM DRAIN DETAILS	4/8/2016
C-12	STORM DRAIN DETAILS	4/8/2016
C-13	STORM DRAIN DETAILS	4/8/2016

ARCHITECTURE PLAN SHEETS

A0-0.1	PROJECT DATA	1/8/2016
A0-1.0	CAMPUS PLAN	1/8/2016
A0-1.1	SITE PLAN	1/8/2016
A0-1.2	FIRE ACCESS PLAN	1/8/2016
A0-1.3	ENLARGED SITE PLANS	1/8/2016
A0-2.1	CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2	MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3	ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4	KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53-1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

		1/8/2016
A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016

STRUCTURAL PLAN SHEETS

		1/8/2016
S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

STRUCTURAL PLAN SHEETS, continued

SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016

PLUMBING PLAN SHEETS

P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014

FIRE SPRINKLER PLAN SHEETS

FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016

EXHIBIT A

Scope of Work

FIRE SPRINKLER PLAN SHEETS, continued

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

MECHANICAL PLAN SHEETS

M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014

EXHIBIT A

Scope of Work

MECHANICAL PLAN SHEETS, continued

M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

ELECTRICAL PLAN SHEETS

E-0.1	GENERAL NOTES AND ABBREVIATIONS	3/6/2015
E-0.2	ELECTRICAL SYMBOL LIST	3/6/2015
E-0.3	FIRE ALARM SYMBOL LIST	3/6/2015
E-0.4	CABLE SCHEDULE	3/6/2015
E-0.5	LIGHT FIXTURE SCHEDULE	3/6/2015
E-0.6	MECHANICAL SCHEDULE	3/6/2015
E-1.1	SITE UTILITY PLAN	3/6/2015
E-1.2	ELECTRICAL SITE PLAN	3/6/2015
E-1.3	SITE LIGHTING PLAN	3/6/2015
E-1.4	SITE LIGHTING CALC. PLAN	3/6/2015
E-1.6	SIGNAL SITE PLAN	3/6/2015
E1-2.1F	CLASSROOM FIRST FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.1L	CLASSROOM FIRST FLOOR LIGHTING PLAN	3/6/2015
E1-2.1LC	CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL	3/6/2015
E1-2.1LCE	CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.1P	CLASSROOM FIRST FLOOR POWER PLAN	3/6/2015
E1-2.1S	CLASSROOM FIRST FLOOR SIGNAL PLAN	3/6/2015
E1-2.2F	CLASSROOM SECOND FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.2L	CLASSROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E2-3.1	MULTI-PURPOSE ROOF POWER PLAN	3/6/2015
E2-4.1	MULTI-PURPOSE ENLARGED PLAN	3/6/2015
E2-5.1	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-5.2	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-6.1	MULTI-PURPOSE F. A. RISER DIAGRAM	3/6/2015
E2-6.2	MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E2-8.1	MULTI-PURPOSE TITLE 24	3/6/2015
E2-8.2	MULTI-PURPOSE TITLE 24	3/6/2015
E3-2.1F	ADMINISTRATION FIRE ALARM PLAN	3/6/2015
E3-2.1L	ADMINISTRATION LIGHTING PLAN	3/6/2015
E3-2.1LC	ADMINISTRATION LIGHTING CALC NORMAL	3/6/2015
E3-2.1LCE	ADMINISTRATION LIGHTING CALC EGRESS	3/6/2015
E3-2.1P	ADMINISTRATION POWER PLAN	3/6/2015
E3-2.1S	ADMINISTRATION SIGNAL PLAN	3/6/2015
E3-2.2P	ADMINISTRATION ROOF POWER PLAN	3/6/2015
E3-3.1	ADMINISTRATION BUILDING ENLARGED PLAN	3/6/2015
E3-5.1	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-5.2	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-6.1	ADMINISTRATION F. A. RISER DIAGRAM	3/6/2015
E3-6.2	ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E3-8.1	ADMINISTRATION TITLE 24	3/6/2015
E3-8.2	ADMINISTRATION TITLE 24	3/6/2015
E4-2.1F	KINDERGARTEN FIRE ALARM PLAN	3/6/2015
E4-2.1L	KINDERGARTEN LIGHTING PLAN	3/6/2015
E4-2.1LC	KINDERGARTEN LIGHTING CALC NORMAL	3/6/2015
E4-2.1LCE	KINDERGARTEN LIGHTING CALC EGRESS	3/6/2015
E4-2.1P	KINDERGARTEN POWER PLAN	3/6/2015
E4-2.1S	KINDERGARTEN SIGNAL PLAN	3/6/2015
E4-3.1	KINDERGARTEN ENLARGED PLAN	3/6/2015
E4-5.1	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-5.2	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-6.1	KINDERGARTEN F. A. RISER DIAGRAM	3/6/2015
E4-6.2	KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E4-8.1	KINDERGARTEN TITLE 24	3/6/2015
E4-8.2	KINDERGARTEN TITLE 24	3/6/2015
E-4.0	SINGLE LINE DIAGRAM	3/6/2015
E-6.0	ELECTRICAL BLOCK DIAGRAMS	3/6/2015
E-7.1	MOUNTING DETAILS	3/6/2015
E-7.2	MOUNTING DETAILS	3/6/2015
E-7.3	MOUNTING DETAILS	3/6/2015
E-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E-7.6	MISC. DETAIL	3/6/2015
E-7.7	MISC. DETAIL	3/6/2015
E-7.8	FIRE ALARM DETAILS	3/6/2015
E-7.9	FIRE ALARM DETAILS	3/6/2015
E-7.10	SIGNAL DETAILS	3/6/2015
E-8.1	OUTDOOR LIGHTING TITLE 24	3/6/2015

FOOD SERVICE PLAN SHEETS

FS-001	SYMBOLS, NOTES & INDEX	6/8/2016
FS-101	EQUIPMENT FLOOR PLAN	6/8/2016
FS-201	EQUIPMENT SCHEDULE	6/8/2016
FS-301	PLUMBING PLAN	6/8/2016
FS-401	ELECTRICAL PLAN	6/8/2016
FS-501	REFRIGERATION & CONDUIT PLAN	6/8/2016
FS-502	REFRIGERATION DETAILS	6/8/2016
FS-503	WALK-IN DETAILS	6/8/2016
FS-601	BUILDING WORKS & EXHAUST PLAN	6/8/2016
FS-602	HOOD DETAILS	6/8/2016
FS-603	HOOD DETAILS	6/8/2016
FS-604	VEGETABLE WASHING SYSTEM	6/8/2016
FS-701	EQUIPMENT ELEVATIONS	6/8/2016
FS-801	CONSTRUCTION DETAILS & SECTIONS	6/8/2016

THEATRICAL LIGHTING PLAN SHEETS

TL2.1.1	STAGE LIGHTING PLAN	4/8/2016
TL2.1.2	STAGE LIGHTING RCP	4/8/2016
TL6.0.1	STAGE LIGHTING SECTION	4/8/2016
TL8.1.1	STAGE LIGHTING DETAILS	4/8/2016
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

LANDSCAPE PLAN SHEETS

L101	IRRIGATION PLAN	6/20/2016
L102	IRRIGATION PLAN	6/20/2016
L103	IRRIGATION LEGEND & NOTES	6/20/2016
L201	PLANTING PLAN	6/20/2016
L202	PLANTING PLAN	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

		8/1/2016
00 00 02	TABLE OF CONTENTS	8/1/2016
00 07 00	GENERAL CONDITIONS	8/1/2016
01 11 00	SUMMARY OF WORK	8/1/2016
01 20 00	PRICE AND PAYMENT PROCEDURES	8/1/2016
01 30 00	ADMINISTRATIVE REQUIREMENTS	8/1/2016
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8/1/2016
01 32 00	CONSTRUCTION SCHEDULE - NETWORK ANALYSIS	8/1/2016
01 33 00	SUBMITTAL PROCEDURES	8/1/2016
01 42 30	REFERENCE STANDARDS	8/1/2016
01 45 00	QUALITY CONTROL	8/1/2016
01 45 80	TESTING LABORATORY SERVICES	8/1/2016
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8/1/2016
01 60 00	PRODUCT REQUIREMENTS	8/1/2016
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	8/1/2016
01 63 00	PRODUCT SUBSTITUTION PROCEDURES	8/1/2016
01 73 00	EXECUTION REQUIREMENTS	8/1/2016
01 73 20	CUTTING AND PATCHING	8/1/2016
01 77 00	CLOSEOUT PROCEDURES	8/1/2016

DIVISION 2 - EXISTING CONDITIONS

		8/1/2016
02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016

DIVISION 3 - CONCRETE

		8/1/2016
03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN -PLACE CONCRETE	8/1/2016

DIVISION 4 - MASONRY

		8/1/2016
04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016

DIVISION 5 - METAL WORK

		8/1/2016
05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016

DIVISION 6 - WOOD AND PLASTIC

		8/1/2016
06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 6 - WOOD AND PLASTIC, continued**

06 50 00	OPEN WEB TRUSS	8/1/2016
06 60 00	RED-I JOIST	8/1/2016
06 70 00	REDLAM LVL	8/1/2016

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 14 00	FLUID-APPLIED WATERPROOFING	8/1/2016
07 16 16	CRYSTALLINE WATERPROOFING	8/1/2016
07 21 00	THERMAL INSULATION	8/1/2016
07 25 00	WEATHER BARRIERS	8/1/2016
07 28 00	BUILDING ENVELOPE UNDERLAYMENT	8/1/2016
07 31 10	ASPHALT SHINGLES	8/1/2016
07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)	8/1/2016
07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	8/1/2016
07 72 00	ROOF ACCESSORIES	8/1/2016
07 81 00	APPLIED FIREPROOFING	8/1/2016
07 84 00	FIRE STOPPING	8/1/2016
07 90 05	JOINT SEALERS	8/1/2016

DIVISION 8 - DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	8/1/2016
08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
08 43 13	ALUMINUM-FRAMED STOREFRONTS	8/1/2016
08 5 113	ALUMINUM WINDOWS	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 1	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 2	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 3	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 4	8/1/2016
08 80 00	GLAZING	8/1/2016

DIVISION 9 - FINISHES

09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/1/2016
09 21 16	GYPSUM BOARD ASSEMBLIES	8/1/2016
09 22 16	NON-STRUCTURAL METAL FRAMING	8/1/2016
09 22 36	METAL LATH	8/1/2016
09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
09 51 00	ACOUSTICAL CEILINGS	8/1/2016
09 65 00	RESILIENT FLOORING	8/1/2016
09 65 66	RESILIENT ATHLETIC FLOORING	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 9 - FINISHES, continued

09 68 00	CARPET TILE	8/1/2016
09 77 33	FIBER REINFORCED PANELS	8/1/2016
09 84 00	ACOUSTIC ROOM COMPONENTS	8/1/2016
09 84 13	FIXED SOUND-ABSORPTIVE PANELS	8/1/2016
09 90 00	PAINTING AND COATING	8/1/2016
09 93 00	CONCRETE STAINING	8/1/2016

DIVISION 10 - SPECIALTIES

10 11 01	VISUAL DISPLAY BOARDS	8/1/2016
10 14 00	SIGNAGE	8/1/2016
10 21 13	PLASTIC TOILET COMPARTMENTS	8/1/2016
10 22 29	FULL HEIGHT GLAZED PARTITION SYSTEM	8/1/2016
10 28 00	TOILET ACCESSORIES	8/1/2016
10 44 00	FIRE PROTECTION SPECIALTIES	8/1/2016
10 51 00	LOCKERS	8/1/2016
10 71 13	FIXED SUN SCREENS	8/1/2016
10 75 00	FLAGPOLES	8/1/2016

DIVISION 11 - EQUIPMENT

11 40 00	FOOD SERVICE EQUIPMENT	8/1/2016
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DIVISION 12 - FURNISHING

12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016

DIVISION 13 - SPECIAL CONSTRUCTION

13 00 00	NOT USED -	N/A
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DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	8/1/2016
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DIVISION 21 - FIRE SUPPRESSION

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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DIVISION 22 - PLUMBING

22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 23 - MECHANICAL**

23 05 00	COMMON WORK RESULTS FOR HVAC	8/1/2016
23 05 13	BASIC HVAC MATERIALS AND METHODS	8/1/2016
23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
23 07 00	HVAC INSULATION	8/1/2016
23 08 00	HVAC SYSTEMS COMMISSIONING	8/1/2016
23 08 13	ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING	8/1/2016
23 09 23	ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS	8/1/2016
23 30 00	AIR DISTRIBUTION	8/1/2016
23 33 19	DUCT SILENCERS	8/1/2016
23 38 13	KITCHEN VENTILATION SYSTEM	8/1/2016
23 80 00	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT	8/1/2016

DIVISION 26 - ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8/1/2016
26 05 13	BASIC ELECTRICAL MATERIALS AND METHODS	8/1/2016
26 05 19	LOW VOLTAGE WIRES	8/1/2016
26 05 26	GROUNDING BONDING	8/1/2016
26 05 33	RACEWAYS, BOXES, FITTINGS, AND SUPPORTS	8/1/2016
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
26 09 23	LIGHTING CONTROL SYSTEMS	8/1/2016
26 10 00	SERVICE ENTRANCE	8/1/2016
26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
26 24 13	SWITCHBOARDS	8/1/2016
26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
26 50 00	LIGHTING	8/1/2016
26 52 00	EMERGENCY POWER	8/1/2016
26 55 61	THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT	8/1/2016

DIVISION 27 - COMMUNICATIONS

27 05 36	CABLE TRAYS FOR COMMUNICATIONS	8/1/2016
27 51 16	PUBLIC ADDRESS/CLOCK SYSTEM	8/1/2016
27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 16 00	INTRUSION ALARM SYSTEM	8/1/2016
28 23 00	VIDEO SURVEILLANCE (CCTV) SYSTEM	8/1/2016
28 31 00	FIRE DETECTION ALARM	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	8/1/2016
32 12 16	ASPHALT PAVING	8/1/2016
32 13 13	CONCRETE PAVING	8/1/2016
32 16 13	CURBS AND GUTTERS	8/1/2016
32 17 13	PARKING CURBS	8/1/2016
32 17 23	PAVEMENT MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

APPENDICES

ACM SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Enviromental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL REPORT	Earth Systems Southern California	3/4/2014
MEPF CONTRACTOR QUALIFICATION PROCESS	Oxnard School District	
SWPPP REPORT	Rick Engineering Company	10/25/2016
SWPPP Plan	Rick Engineering Company	11/17/2016
Pre Bid RFI's - #1 - 52	SVA Architects, Inc.	11/15/2016



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OXNARD SCHOOL DISTRICT



ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

To: Marlene Hickle
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue #106
Oxnard, CA 93035

BID SUMMARY



BID SUMMARY
 Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Building Summary

Elm Street Elementary School Reconstruction

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

Subtotal **\$ 18,681,807**

General Conditions				1,755,609
General Requirements				365,885
Contractors Bond		0.64%		148,101
CCIP		1.25%		287,739
Builders Risk		1.15%		268,303
Subcontractor Default Insurance		1.20%		224,182
General Contractor's Fee		4.00%		896,419

SUBTOTAL **\$ 22,628,045**

Contractors Contingency		3.00%		678,841
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TOTAL **\$ 23,306,886**

Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43



SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description		Recommended Subcontractor	Bids Received	Amount
01000	ALLOWANCES			\$ 960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$ 67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$ 58,648
03200	REINFORCING STEEL	Stantru	3	\$ 182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$ 1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$ 43,195
04200	MASONRY	Skidmore Masonry	2	\$ 79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$ 501,400
05700	ORNAMENTAL METALS			w/ Structural Steel
06100	ROUGH CARPENTRY	WS Klem	2	\$ 2,984,977
06200	MILLWORK / CABINERY / COUNTERTOPS	ICI Millwork	4	\$ 65,042
07140	WATERPROOFING	Systems WP	4	\$ 95,436
07200	INSULATION	DJ Insulation	3	\$ 80,000
07540	ROOFING	Eberhard	4	\$ 344,200
07600	SHEET METAL	R&J SM	2	\$ 220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$ 236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$ 317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$ 1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$ 118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$ 190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$ 114,964
09900	PAINTING	Vanguard	8	\$ 329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$ 335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$ 525,000
10140	SIGNAGE	Kendall Sign	6	\$ 60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$ 48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$ 349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$ 24,950
14200	ELEVATORS	Otis	1	\$ 143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$ 283,790
22000	PLUMBING	Precision Plumbing	5	\$ 728,974
23000	HVAC	Sheldon Mech.	5	\$ 1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$ 2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$ 936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$ 239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$ 671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$ 270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$ 363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$ 519,039

SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description	Recommended Subcontractor	Bids Received	Amount
Subcontracted Direct Costs			
		140	\$ 18,681,807
General Conditions			\$ 1,755,609
General Requirements			\$ 365,885
General Contractor Bond		0.64%	\$ 148,101
CCIP		1.25%	\$ 287,739
Builders Risk		1.15%	\$ 268,303
Subcontractor Default Insurance		1.20%	\$ 224,182
General Contractor's Fee		4.00%	\$ 896,419
Contractor Contingency		3.00%	\$ 678,841
Total Contract Amount			\$ 23,306,886

ALLOWANCES

ALLOWANCES

QUALIFICATIONS

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
Base Bid	42,000	39,504	65,100	44,975	76,000	Incomplete
Spec #: 017300	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Set-up	Included	Included	Included	Included	Included	
Travel Costs	5,000	5,000	5,000	5,000	5,000	
Horizontal Control	Included	Included	Included	Included	Included	
Survey Boundary Map	5,800	5,920	5,800	5,800	5,800	
Excavation	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
Buildings	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
Site	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
Recommendation:		Amount				
Hunsaker & Assoc.		58,648				

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	10 Days	30 Days	30 Days	30 Days	60 Days	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Abatement						
Potential Inaccessible Asbestos Materials	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Asbestos as Surveyed	N/A	N/A	N/A	N/A	N/A	N/A
Abatement for Grading	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Demo - Standard Industries	297,500	331,603	322,000	331,603	331,603	331,603
Phase 1	Included	Included	Included	Included	Included	Included
Offsite per Page 4 of 4	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) PCC Curb and Gutter	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) Sidewalks	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) 2' AC Paving in Street Along Elm, Montrose and Fir - 9/C02	Included	Included	Included	Included	Included	Included
Sawcut AC in Street for New Utilities - C08	4,608	4,608	4,608	4,608	4,608	4,608
Sawcut and Remove (E) Curb Ramps for New ADA Ramps with Truncated Domes	Included	Included	Included	Included	Included	Included
Onsite Clearing / Demolition - C05	Included	Included	Included	Included	Included	Included
Underground Utility Location	2,400	2,400	2,400	2,400	2,400	2,400
Remove Existing Trees	Included	Included	Included	Included	Included	Included
Sawcut & Remove AC Paving Parking Lot	Included	Included	Included	Included	Included	Included
Remove Fencing and Gates	Included	Included	Included	Included	Included	Included
Remove (E) Utilities, SD & Irrigation	Included	Included	Included	Included	Included	Included
(E) Drywell per RFI 35	Included	Included	Included	Included	Included	Included
Remove Trash Enclosure	Included	Included	Included	Included	Included	Included
Phase 2	Included	Included	Included	Included	Included	Included
Remove All Existing Facilities - Portables & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Date Printed	12/6/2016
					Sharma Gen. Eng.	Toro Ent.
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Grading	579,100	536,995	533,500	720,118	748,340	589,068
Water Meter and Construction Watering for Own Scope	21,000	21,000	21,000	21,000	21,000	21,000
Move-Ins	Included	Included	Included	Included	Included	Included
April '17 Movie-In for MPR Bldg Due to Portables	Included	Included	Included	Included	Included	Included
Mass Excavation and Fine Grade Subgrade	Included	Included	Included	Included	Included	Included
Temp Soil Stabilization	7,500	7,500	7,500	7,500	7,500	7,500
Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39	Included	Included	Included	Included	Included	Included
Extend 5' from Perimeter Edges - RFI 7	Included	Included	Included	Included	Included	Included
Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7	Included	Included	Included	Included	Included	Included
1' Crushed Rock	Included	Included	Included	Included	Included	Included
Over-Ex at Elevator Pit, 1.5' Below Bottom and 3' Lateral per RFI 40	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Site Conditions	Included	Included	Included	Included	Included	Included
Sub-Grade Compaction of 95%	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Play Field (Phase 2)	Included	Included	Included	Included	Included	Included
Import per Geotech +/- 8,000 CY	Included	Included	Included	Included	Included	Included
Export Spoils Stockpiled by Others	\$19 / CY	\$20.30 / CY	\$29 / CY	\$25.57 / CY	\$26.10 / CY	\$28.80 / CY
Concrete Spoils	18,810	20,097	28,710	25,314	25,839	28,512
Site Utilities	9,500	10,150	14,500	12,785	13,050	14,400
Plumbing, Electrical	1,900	2,030	2,900	2,557	2,610	2,880
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
TOTALS	942,318	936,383	937,118	1,127,885	1,156,950	1,001,971
Recommendation:	Amount					
Damar Const.	936,383					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
Base Bid	384,000	221,230	205,557		
Spec #: 321126, 321216, 321723	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days					
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
AC Paving	Included	Included	Included		
Phase 1	Included	Included	Included		
Road Work at Elm, Montrose & Fir	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 8" Sub Base	Included	Included	10,981		
4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
Phase 1A	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
Phase 2	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
Striping	ABC Resources	Included	ABC Resources		
Parking Lot - 4/C02	14,368	9,800	14,368		
Concrete Wheel Stops - 7/Gen2	Included	Included	Included		
Stripe Crosshatch Areas	Included	Included	Included		
Standard Parking Spaces	Included	Included	Included		
Fire Lane Curbs Red - F12/A01.2	Included	Included	Included		
Handicap Parking Spaces	Included	Included	Included		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		



Bid Evaluation Report

Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.		Date Printed	12/6/2016
					Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
TOTALS	401,532	239,302	260,553	0	0	
Recommendation:	Amount					
Onyx Paving	239,302					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
Base Bid	See Below	625,000	479,000	Incomplete		
Spec #: 321213, 321613, 321713	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
On Site	Included	Included	Included			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg with Truncated Domes- 6/C02	2,040	Included	Included			
Curb & Gutters	21,890	Included	Included			
Parking Lot per C06	Included	Included	Included			
6" Curb and Gutter - 111/C03	Included	Included	Included			
6" PCC Curb - 111/C03	Included	Included	Included			
0" Curb - 12/C02	Included	Included	Included			
Curb Ends - 7/C02	Included	Included	Included			
Concrete Mow Curbs at Site Fencing and Site Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301	2,256	2,256	2,256			
Concrete Stairs at Stair 3 Per 1/A1-45.3	17,680	18,000	Included			
Fire Hydrant Bollards/Footings - 301/C04 (12)	Included	Included	Included			
3' Deep Footings	3,600	3,600	3,600			
Footings for Site Fencing and Gates - 3&4/A63.5	Included	Included	Included			
Kindergarten Bldg per RFI 41	Included	Included	Included			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
Throughout Site per A0-1.1	Included	Included	Included			
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250		Included			
Marquee Sign Footing & Cap per 18/S303	4,320		Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 9&10/S303 - (3'-6" x 1'-4")	17,380	Included	17,380			
9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
Base for all Paving	41,045	Included	Included			
Reinforcing Steel for All Work	37,762	Included	39,300			
Control and Expansion Joints / Sealants	20,070	20,070	20,070			
Washout Bins	2,500	2,500	2,500			
Off Site	Included	Included	Included			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and Ramp per 10/Gen 5 & C06 (2)	Included	Included	Included			
Join and Match (E) Curb, Gutter, Sidewalk	10,724	Included	Included			
Driveway Entrances per 115/C03 (3)	6,732	Included	Included			
4' Ribbon Gutter in Street Drop Off - 117/C03	10,800	Included	Included			
8" PCC Turnouts per Pg 4of4 & 200/Pg 2	39,101	Included	38,000			
Site Pavers (MFR TBD)	45,177	45,177	45,177			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
TOTALS	671,962	775,311	711,847	0	0	0
Recommendation:	Amount					
Lopez Eng.	671,962					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Pilgrim Fence					
Base Bid	270,872					
Spec #: N/A	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Chain Link Fencing	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
Steel Fence and Gates - (A0-1.1, No Spec)	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
Fencing Throughout Site per 9/A63.5	Included					
Single Gates Throughout Site - 1/A63.5 (1)	Included					
Double Gates Throughout Site - 8/A63.5 (9)	Included					
Panic Hardware at All Gates	Included					
TOTALS	270,872	0	0	0	0	0
Recommendation:	Amount					
Pilgrim Fence	270,872					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Planting	146,171	117,918	113,905	186,000	105,213	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root Barriers	Included	Included	Included	Included	Included	
Backfill Mix for Use of Planting	Included	Included	Included	Included	Included	
Planting Details per L302	Included	Included	Included	Included	Included	
Irrigation	169,413	149,757	143,545	178,000	189,247	
Irrigation Legend per L103	Included	Included	Included	Included	Included	
All Piping - Sch 40 PVC or Class 315 / Class 200 PVC	Included	Included	Included	Included	Included	
Irrigation POC on Fir Ave per L102 - RFI 12	Included	Included	Included	Included	Included	
Auto Controllers, Backflow Device, Master Valve and Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Dripline Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
Misc						
Gravel Floor Covering at Elec Enclosure - 1/A0-1.3	3,426	3,426	3,426	3,426	3,426	
Gravel Pads at Curb Cuts in Parking Lot - 14/C02	2,939	3,000	3,000	3,000	3,000	
2x2 Gravel 1-1.5" Dia x 4" Deep (4)	In Above	In Above	In Above	In Above	In Above	
DG - 2.5 Tons	Included	5,471	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & Geotextile Fabric	Included	In Above	In Above	In Above	In Above	
90 Day Maintenance	17,790	18,000	15,600	16,000	15,900	
(1) Year Warranty	Included	Included	Included	Included	Included	
Spoils Removal	2,275	3,000	3,000	3,000	3,000	
Move-Ins (2)	Included	Included	10,000	Included	Included	
TOTALS	428,292	363,185	369,596	466,546	396,906	0
Recommendation:	Amount					
Advanced Land. 2000	363,185					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.	Date Printed	12/6/2016
					Base Bid	154,165
Spec #: 032000	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Rebar	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab on Grade	Included	Included	Included			
Site Concrete Reinforcing	In Site Conc	In Site Conc	In Site Conc			
Site CMU Wall Reinforcing	In CMU	In CMU	In CMU			
Hoisting as Required	7,500	7,500	7,500			
Allowance - 5 Tons/2% per 7/S303	12,000	11,347	14,900			
Misc Site Work	11,750	11,750	11,750			
Conc Pads for HVAC Equip - 16/S301	In Above	In Above	In Above			
Conc Pad for Elec Equip at Elec Yard - 16/S301	In Above	In Above	In Above			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
TOTALS	185,415	232,139	182,550	0	0	
Recommendation:	Amount					
Stantru	182,550					

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Description	Subcontractors				
	Santa Clarita Concrete	JT Wimsatt			
Base Bid	988,000	955,000			
Spec #: 031000, 033000-AD1	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mil. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			
Column Footings (F-2 & F-3) - 10/S302	Included	Included			
5" SOG - 3&4/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Elevator Pit per S-111	Included	Included			
1-6" W x 1'-6" D Continuous Footing Between Ext. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	Included	18,000			
Balco Stair Strips AB-2 per 6/A1-45.3	3,250	3,250			
Bldg 2-4	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm	
	Subcontractors				Bid Date	12/7/2016	
						Date Printed	12/6/2016
Description	Santa Clarita Concrete	JT Wimsatt					
5" SOG - 384/S301	Included	Included					
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included					
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included					
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included					
4" Conc Curb at Locker Alcove at MPR Bldg per 6/A64.4	450	450					
Dewatering as Required	See Allowances	See Allowances					
Setting Anchor Bolt Templates	Included	Included					
Curing and Sealing Compounds per Specs as Required	Included	Included					
Wash Out Bins	Included	Included					
TOTALS	1,051,700	1,032,700	0	0	0	0	
Recommendation:	Amount						
JT Wimsatt	1,032,700						

Bid Evaluation Report



Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Loyd Tonsing Masonry	Skidmore Masonry				
Base Bid	35,910	39,697				
Spec #: 042000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	45 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Site Masonry						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A01.3 & 9&10/S303	Included	Included				
Grouting as Required	Included	Included				
Furnish & Install Rebar for All CMU Site Walls	3,500	Included				
Scaffolding as Required	Included	Included				
Washout Bins	850	Included				
Mock-Up	2,500	2,500				
Precast Column Covers - 4/A64.4	36,847	36,847				
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
TOTALS	79,607	79,044	0	0	0	0
Recommendation:	Amount					
Skidmore Masonry	79,044					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Ironman, Inc	Golden State Steel			
Base Bid	481,000	475,480			
Spec #: 051200, 055000, 055100, 055213	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	14 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Steel	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 5x5 & 6x6	Included	Included			
HSS Beams at Elevator - 4/S501	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included			
Pipe Columns at Roof Hip Beams - 19/S602	Included	Included			
"W" Steel Beams at Elevator - S113 & 2/S501	Included	Included			
Bldg 2 - MPR	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 3 - Admin	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (4)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 4 - Kindergarten	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (10)	Included	Included			
Pipe Column at Roof Hip Beams - 19/S602 (1)	Included	Included			
Safety Cable Railing as Required	6,500	6,500			
FOB Anchor Bolts/ Templates for Own Work	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included			
Hoisting for All Work	Included	Included			
Steel Stairs	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included				
Stair 1 - A1-45.4	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Steel Stairs (Pan Filled Concrete)	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included				
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500				
Stair Railings and Guardrails	Included	Included				
Railings & Guardrails	Included	Included				
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included				
Stair Railings and Guardrails	Included	Included				
1-1/2" Handrail Both Sides - A63.2	Included	Included				
Guardrail at Midlandings - A63.2	Included	Included				
Guardrail at Top of Stairs - A63.2	Included	Included				
Stair 1 - A1-45.1	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Guardrails at 2nd Floor Walkways - A1-11.2	Included	Included				
Elevations - 12/A63.2	Included	Included				
Bldg 2 - MPR	Included	Included				
Roof Guardrail -16/A63.1	Included	Included				
1" & 1-1/2" Dia Galv. Tube Steel	Included	Included				
Site	Included	Included				
Steel Bollards at Fire Hydrants - 301/C04	4,800	4,800				
Metal Gates are Site Elec Yard - 4/A0-1.3	Included	Included				
6'-8"Wx8'H Gate (1)	Included	Included				
10'Wx8'H Gate (1)	Included	Included				
HSS Posts, 22 GA Corrugated Panels, Hinges, Cane Bolts and Embed Plates	Included	Included				
Misc. Metal	Included	Included				
L2x2 Bracket for Countertops in Bldg 3 Admin	Included	Included				
Rms 3-121 & 3-122 - 8/A64.3	Included	Included				
Ridge Connection Plates per 12/S612	Included	4,200				
Drinking Fountain Cane Rails per 11/Gen-5 (2)	900	Included				
Drinking Fountain Cane Rails per 6/Gen-4 (1)	450	Included				
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	4,500	4,500				
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included				

Bid Evaluation Report



Structural Steel		Elm Street Elementary School Reconstruction			Job Number	Elm
		Subcontractors			Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Elevator Sill Angle & Threshold	Included	1,200				
Roof Access Ladders - 2/A64.4	Included	Included				
Bldg 1 - Classroom (1)	Included	Included				
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
Fixed Sun Screens	Included	Included				
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included				
Bldg 1 - Classroom (8)	Included	Included				
Bldg 2 - MPR (6)	Included	Included				
Bldg 3 - Admin (2)	Included	Included				
Bldg 4 - Kindergarten (2)	Included	Included				
TOTALS	501,400	504,880	0	0	0	0
Recommendation:	Amount					
Ironman, Inc	501,400					

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Base Bid	2,903,000	2,895,000	Incomplete		
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included			
Spec #: 067000, 097733, 107113.43	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Rough Framing	Included	Included			
Wall Schedule per A61.1	Included	Included			
Plywood Sheathing as Shown on Wall Types	Included	Included			
MFR - Standard Structures	Included	Included			
GIU-Laminated Beams & Struc Eng. Beams	Included	Included			
MFR - RedBuilt Drawings 1-5	Included	Included			
Open Web Trusses, I-Joists, LVL	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	61,173	62,000			
Hold Down Schedule (A-H4)	Included	Included			
Shear Wall Panels per 2/S621	Included	Included			
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included			
Plywood Backboards - Electrical / Low Voltage	1,250	1,250			
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included			
Safety Railing as Required at Bldg 1 2nd Floor	3,200	3,200			
Bldg 1 - Classroom	Included	Included			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - S701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tetcum Panel Ceiling at Presentation/Serving Area Rm 105	In ACT	In ACT			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Admin	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Kiem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included			
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included			
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650			
Fixed Sun Screens	Included	Included			
Fire Treated Lumber	Included	Included			
Window Shades per 20/S602 & A64.5 & A64.6	Included	Included			
4x4 & 4x6 Beams	Included	Included			
3x3 @ 8" OC	Included	Included			
4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kicker	Included	Included			
4x6 & 4x10 Blocking per 3/S601	Included	Included			
Entrance Canopies per 17/S602 & A64.5 & A64.6	Included	Included			
4x10 & 6x10 Beams	Included	Included			
3x3 @ 8" OC	Included	Included			
Simpson Hardware	Included	Included			
4x Blocking	Included	Included			
Bldg 1 - Classroom	Included	Included			
Window Shades (8)	Included	Included			
Bldg 2 - MPR	Included	Included			
Window Shades (6)	Included	Included			
Entrance Canopies (1)	Included	Included			
Bldg 3 - Admin	Included	Included			
Window Shades (2)	Included	Included			
Entrance Canopies (2)	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Window Shades (2)	Included	Included			
FRP Panels - Miller Paneling	10,400	10,400			
MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo	Included	Included			
Janitors Closets (Not Shown)	Included	Included			
Bldg 1 - Janitors Closets - 104, 112, 204	Included	Included			
Bldg 4 - Janitors Closet - 114	Included	Included			
TOTALS	2,984,977	2,997,004	0	0	0
Recommendation:	Amount				
WS Kiem	2,984,977				

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stolo Cab.	Fremont Millwork	Dennis Reeves	ICI Millwork		
Base Bid	67,190	68,530	62,974	62,042		
Spec #: 062000, 064100, 123600	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	45 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Millwork						
Lower Cabinets with Hardware	Included	Included	Included	Included		
Plastic Laminate Finish	Included	Included	Included	Included		
Plastic Laminate Countertops	Included	Included	Included	Included		
Details per A64.3	Included	Included	Included	Included		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 101,2,6,7,8,9,18,19,20,21	Included	Included	Included	Included		
Rms - 201,2,6,7,8,9,11,13,14,15,16	Included	Included	Included	Included		
Bldg 3 - Admin per A3-11.1	Included	Included	Included	Included		
Countertops per 8/A64.3	Included	Included	Included	Included		
Rms - 3-121 & 3-122	Included	Included	Included	Included		
Rm - 3-125 - 1/A3-41.1	Included	Included	Included	Included		
Rm - 3-108 - 1/A3-41.2	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rm - 3-113 - 2/A3-51.1	Included	Included	Included	Included		
Rm - 3-111 - 1/A3-51.1	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-51.1	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1	Included	Included	Included	Included		
Install Countertop Supports	3,000	3,000	3,000	3,000		
TOTALS	70,190	71,530	65,974	65,042	0	0
Recommendation:	Amount					
ICI Millwork	65,042					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Base Bid	33,200	43,500	63,115	45,630		
Spec #: 071400, 071616, 079005	Included	Included	Included	Included		
Spec #: 099723	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Waterproofing	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 1 Classroom - 3/A63.4	Included	Included	Included	Included		
Under Topping Slabs at Exterior Decks	Included	Included	Included	Included		
Crystalline	Included	Included	Included	Included		
MFR - Euclid, Gemite, Koster or Vandez	Included	Included	Included	Included		
Inside of Elevator Pit	Included	Included	Included	Included		
Misc	Included	Included	Included	Included		
2" Thick WP at Flag Pole per 8/A64.4	2,000	2,000	2,000	2,000		
Caulking & Sealants	Included	Included	Included	Included		
Per Schedule in Specs 3.3	Included	Included	Included	Included		
Windows, Doors, Walls, As Shown	34,642	34,642	34,642	34,642		
Sealed Concrete per RFI 10	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 1- Classroom	In Above	In Above	In Above	In Above		
Rms - 104, 110A, 112, 116, 122, 204, 212, 217	In Above	In Above	In Above	In Above		
Bldg 2 - MPR	In Above	In Above	In Above	In Above		
Rms - 109 & 110	In Above	In Above	In Above	In Above		
Bldg 3 - Admin	In Above	In Above	In Above	In Above		
Rms - 116, 119, 123	In Above	In Above	In Above	In Above		

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Bldg 4 - Kindergarten	In Above	In Above	In Above	In Above		
Rms - 114, 115, 116	In Above	In Above	In Above	In Above		
TOTALS	95,436	105,736	125,351	107,866	0	0
Recommendation:	Amount					
Systems WP	95,436					

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products		Date Printed	12/6/2016
Base Bid	151,100	147,000			
Spec #: 076200, 077123, 077200	Included	Included			
Spec #: 034900	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Sheet Metal	Included	Included			
All General Sheet Metal: Roof, Decking, Walls	Included	Included			
Flashings	Included	Included			
Trim	Included	Included			
Flexible Flashing and Underlayment	Included	Included			
Flashing at Mechanical Pads	Included	Included			
SS Sill Pan at Ext. Storefront Base - 19/A62.3	Included	Included			
Bldg 1 - Classroom	Included	Included			
Balcony Flashing at 2nd Floor - 3/A63.4	Included	Included			
Bldg 2 - MPR	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
Bldg 3 - Admin	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
GSM Flashing at Wall Popout - 13/A64.2	Included	Included			
Door & Window Sill/Head Flashings	42,582	50,000			
Gutters & Downspouts - 12&13/A64.4 - RFI 26	Included	Included			
Galvanized, Rectangular Shaped - Painted	Included	Included			
Bldg 1 - Classroom	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Splash Blocks at Downspouts per Elevations	Included	Included			
Roof Hatch - 9/A63.1	Included	Included			
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included			
Prefab Curb by MFR	Included	Included			
Bldg 1 - Classroom - (1)	Included	Included			



Bid Evaluation Report

Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products			Date Printed	12/6/2016
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
GFRC Panels - RFI 50						
Bldg 2 - MPR - A2-11.2	12,697	12,697				
GFRC Panels at Parapet Overhang - 11/A64.2	In Above	In Above				
Bldg 3 - Admin	14,127	14,127				
GFRC Panels at Parapet Top - 11/A64.2	In Above	In Above				
TOTALS	220,506	223,824	0	0	0	0
Recommendation:	Amount					
R&J SM	220,506					

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Date Printed	12/6/2016
					Ferguson & Melvin	
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	90 Days	30 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Asphalt Shingles	Included	Included	Included	Included		
MFR - GAF, Owens-Corning, CertainTeed	Included	Included	Included	Included		
Underlayment per 072800	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.3	Included	Included	Included	Included		
Bldg 4 - Kindergarten - A4-11.2	Included	Included	Included	Included		
TPO Roofing	Included	Included	Included	Included		
MFR - Firestone or Equal per RFI 1	Included	Included	Included	Included		
Single Ply Roofing System	Included	Included	Included	Included		
Fully Adhered	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included		
R30 Rigid Insulation - RFI 22	Included	Included	Included	Included		
5/8" Coverboard at Roof per RFI 21	Included	Included	Included	Included		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included		
Parapet Walls	Included	Included	Included	Included		
Bldg 2 - MPR - A2-11.2	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.2	Included	Included	Included	Included		
TOTALS	344,200	422,350	472,000	352,124	0	0
Recommendation:	Amount					
Eberhard	344,200					

Bid Evaluation Report



Doors, Frames & Hardware	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Design Hardware	Star Hardware	Construction Hardware	Date Printed	12/6/2016
Base Bid	277,648	225,035	222,820		
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
Hollow Metal Doors and Frames	Included	Included	Included		
MFR per Specs	Included	Included	Included		
Frame Details - A62.1	Included	Included	Included		
Site					
Site 3'-4"x8' HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250		
Bldg 1 - Classroom - A1-52.1	Included	Included	Included		
Bldg 2 - MPR - A2-52.1	Included	Included	Included		
Bldg 3 - Admin - A3-52.1	Included	Included	Included		
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included		
Install HM Doors	Included	Included	Included		
Install HM Frames	In Drywall	In Drywall	In Drywall		
Install Wood Doors	Included	Included	Included		
Door Hardware	Included	Included	Included		
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included		
Door Thresholds	Included	Included	Included		
Misc. Door Hardware	Included	Included	Included		
Storefront Doors	13,000	11,550	12,760		
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing		
TOTALS	291,898	237,835	236,830	0	0
Recommendation:	Amount				
Construction Hardware	236,830				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Barbara Glass	Coast to Coast		Date Printed	12/6/2016
	Base Bid	259,650	No Bid		
Spec #: 084313, 085113, 088000, 102229	Included				
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included				
Acknowledgment of Addendum 1	Included				
Bid Good for 60 Days	Included				
Prevailing Wage	Included				
Prequalification per Bid Invite	N/A				
Attachment C Acknowledgement	N/A				
Aluminum-Framed Storefronts	Included				
MFR - Coral, CR Laurence, EFCO or Kawneer	Included				
SS Sill Pan at Ext. Storefront Base - 19/A62.3	In Sheet Metal				
Bldg 2- MPR	Included				
Alum Storefront Entrance Doors 101 per 1/A2-52.2 per RFI 51	Included				
Bldg 3 - Admin	Included				
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included				
Makers Space Room 120 - 3/A3-52.2	Included				
Health Office Room 113 - 2/A3-52.2	Included				
Entrances 101 & 126 - 4/A3-52.2	Included				
Storefront Hardware	33,125				
Aluminum Windows	Included				
BOD - Arcadia or EFCO, Wausau, YKK	Included				
Arcadia Series T200 - Factory Finish	Included				
1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI 23	Included				
Bldg 1 - Classroom - A1-52.2	Included				
Type 1 - 6x6 (46)	Included				
Type 2 - 4x6 (4)	Included				
Type 3 - 6x2 (42)	Included				
Bldg 2 - MPR - A2-52.1	Included				
Type 1 - 8x2 (2)	Included				
Type 2 - 6x2 (4)	Included				
Type 3 - 8x4 (2)	Included				
Type 4 - 10x4 (5)	Included				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
Glazing	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
Full Height Glazed Partition System	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
TOTALS	317,025	0	0	0	0	0
Recommendation:	Amount					
Santa Barbara Glass	317,025					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Date Printed	12/6/2016
					Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaproshield	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
All Required Caulking and Sealants at Penetrations	Included	Included	Included	Included	Included	Included
Scaffolding for Own Work	90 Days	90 Days	Included	Included	Included	Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	Included	Included	Included	Included	Included	Included
Drywall per Wall Schedule - A61.1 & A61.2	Included	Included	Included	Included	Included	Included
Drywall Ceilings per A60.2 & A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 - No Notes for Gyp on Roof Joists	Included	Included	Included	Included	Included	Included
Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-32.1 & A4-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
5/8" Drywall Vertical Surfaces	Included	Included	Included	Included	Included	Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included	Included	Included
Level 1-4 Finish at Locations per Specifications Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls per A61.1	Included	Included	Included	Included	Included	Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included	Included	Included
Installation of HM Door Frames Supplied by Others	25,250	25,250	25,250	25,250	25,250	25,250
Supply and Install of Access Panels 12x12	4,500	4,500	4,500	4,500	4,500	4,500
Installation of FEC Supplied by Others	3,000	3,000	3,000	3,000	3,000	3,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,801	10,802	10,803
TOTALS	2,317,950	1,559,031	1,848,940	1,674,898	1,516,532	1,689,941
Recommendation:	Amount					
Pacific Int. / Perlite Plaster	1,516,532					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stoneware Tile	J. Colavin & Son	Stonerock Tile			
Base Bid	118,809	145,690	171,350			
Spec #: 093000, 090561	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	60 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
MFR - Dal-Tile, Groups 2 & 3	Included	Included	Included			
DalTile Keysontes 2"x2" Mosaic - Floors	Included	Included	Included			
DalTile Ceramic 4-1/4"x4-1/4" - Walls in Checkerboard Pattern - RFI 25	Included	Included	Included			
Tile on Cement Backer Board	In Drywall	In Drywall	In Drywall			
Cold Applied Waterproofing Membrane	Included	Included	Included			
Men's & Women's Restrooms	Included	Included	Included			
Faculty Restrooms	Included	Included	Included			
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included			
Rms - 103, 105, 110, 111, 113, 203, 205	Included	Included	Included			
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included			
Rm - 114	In Above	Included	Included			
Quarry Tile in Rms 106, 107, 108, 111, 112, 113, 114	In Above	Included	Included			
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included			
Rms - 115, 117, 118	Included	Included	Included			
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included			
Rms - 107, 108, 112, 113	Included	Included	Included			
Sink Vestibule 106 & 111	Included	Included	Included			
TOTALS	118,809	145,690	171,350	0	0	0
Recommendation:	Amount					
Stoneware Tile	118,809					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elljay Acoustics	Date Printed	12/6/2016
					Cali-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,900	16,058	17,000	10,000	17,000
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
ACT Details per A64.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
Fixed Sound-Absorptive Panels	Included	Included	Included	Included	Included	Included
ACP-1 MPR/Gym	Included	Included	Included	Included	Included	Included
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included	Included	Included
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 -MPR	Included	Included	Included	Included	Included	Included
2" Tectum Ceiling Panels	Included	Included	Included	Included	Included	Included
Presentation Area - 8/A64.2	Included	Included	Included	Included	Included	Included
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736	2,736	2,736
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included	Included	Included
Acoustic Room Components	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



Acoustical Ceilings		Elm Street Elementary School Reconstruction				Job Number	Elm
		Subcontractors				Bid Date	12/7/2016
						Date Printed	12/6/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljjay Acoustics	Cali-USA Acoustics	Prime Acoustics	
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A	
TOTALS	194,496	232,636	215,362	301,736	190,736	240,736	
Recommendation:	Amount						
Cali-USA Acoustics	190,736						

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo		
Base Bid	200,370	201,500	248,200	366,593		
Spec #: 095100, 098400, 098413	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	60 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included	Included	Included		
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included		
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included		
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,000	17,000	17,000		
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A		
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A		
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A		
ACT Details per A64.1 & 2	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included		
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included		
Fixed Sound-Absorptive Panels	Included	Included	Included	Included		
ACP-1 MPR/Gym	Included	Included	Included	Included		
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included		
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included		
Acoustic Room Components	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo	Date Printed	12/6/2016
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
TOTALS	220,106	221,236	267,936	386,329	0	0
Recommendation:	Amount					
Cali-USA Acoustics	190,736					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721		108,814
Spec #: 096500, 096566, 096800, 090561	Included	Included	Included	Included		Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		Included
Acknowledgment of Addendum 1	Included	Included	Included	Included		Included
Bid Good for 60 Days	30 Days	60 Days	Included	60 Days		30 Days
Prevailing Wage	Included	Included	Included	Included		Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		N/A
Flooring						
Minor Floor Prep	Included	Included	Included	Included		Included
Testing for PH and Moisture	Included	Included	Included	6,500		Included
Remediation if Applicable	\$3.70 / SF	\$5.25 / SF	\$5.00 / SF	\$5.00 / SF		\$5.00 / SF
Resilient Flooring						
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included		Included
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included		Included
Bldg 1 - Classroom						
All Classrooms	Included	Included	Included	Included		Included
VCT in Elevator Cab per 7/Gen-6	650	650	650	650		650
Bldg 2 - MPR						
Rms - 102, 103, 104, 115	Included	Included	Included	Included		Included
Bldg 3 - Admin						
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included		Included
Bldg 4 - Kindergarten						
Rms - 101-105, 109, 110	Included	Included	Included	Included		Included
Carpet Tile						
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included		Included
Broadloom Carpet: Patcraft - 10129 Night Moves, 29701 Romance - RFI 16	Included	Included	Included	Included		Included
Bldg 3 - Admin						
Rms - 103-106, 124-130	Included	Included	Included	Included		Included
Resilient Athletic Flooring						
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included		Included
24x24, 1/4" Thick	Included	Included	Included	Included		Included

Bid Evaluation Report



Carpet & Resilient Flooring		Elm Street Elementary School Reconstruction				Job Number	Elm
		Subcontractors				Bid Date	12/7/2016
Description		Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
						Reliable Flooring	
Color A & B - A63.3	Included	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	Included	
Rm - 101 & 105	Included	Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3	5,500	5,500	5,500	5,500	5,500	5,500	
Volleyball Court	In Above	In Above	In Above	In Above	In Above	In Above	
Basketball Court	In Above	In Above	In Above	In Above	In Above	In Above	
TOTALS	121,150	197,768	158,895	115,371	114,964	0	
Recommendation:		Amount					
Reliable Flooring		114,964					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors				Prime Painting	Valley Painting
	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard		
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RF1 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
Intumescent Fireproofing	110,000	93,125	110,000	110,000	110,000	110,000
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	Included	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	Included	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4	In Above	5,000	In Above	In Above	In Above	In Above

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
Base Bid	368,123	343,000	Incomplete		
Spec #: 099000	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalification per Bid Invite	N/A	N/A			
Painting and Coating					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
Bldg 3 Finish Sch - A3-53.1	Included	Included			
Bldg 4 Finish Sch - A4-53.1	Included	Included			
(2) Top Coats and (1) Coat Primer	Included	Included			
Exterior Plaster All Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
Intumescent Fireproofing	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
Bldg 1 - (22)	In Above	In Above			
Bldg 2 - (5)	In Above	In Above			
Bldg 3 - (4)	In Above	In Above			
Bldg 4 - (10)	In Above	In Above			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting		Date Printed	12/6/2016
TOTALS	478,123	453,000	0	0	0	0
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Visual Display Boards						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(4) per Classroom & (3) in RSP Rm = (87) Total	53,650	Included	Included			
Markerboards 4x8 (164)	58,000	Included	Included			
Markerboards 4x5.5 (8)	Included	Included	Included			
Tackboards 4x8 (40)	Included	Included	Included			
Tackboards 4x6 (20)	Included	Included	Included			
Tackboards 4x5.5 (4)	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(3) per Classroom = (12) Total	17,400	Included	Included			
Markerboards 4x8 (12)	Included	Included	Included			
Markerboards 4x6 (4)	Included	Included	Included			
Tackboards 4x8 (10)	Included	Included	Included			
Tackboards 4x6 (6)	Included	Included	Included			
TOTALS	527,857	525,000	527,666	0	0	0
Recommendation:	Amount					
Claridge	525,000					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	CA Signs - San Diego	John Pence Bldg Spec.
Base Bid	21,174	38,617	13,128	62,975	16,205	21,860
Spec #: 101400	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Signage						
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included	Included	Included
Sign Schedule per Gen-3 Sheet & Specs	Included	Included	Included	Included	Included	Included
Room Signs	Included	Included	Included	Included	Included	Included
Exit Signs	Included	Included	Included	Included	Included	Included
Stair Signs at Classroom Bldg	Included	Included	Included	Included	Included	Included
Restroom Signs	Included	Included	Included	Included	Included	Included
Assistive Listening Signage	Included	Included	Included	Included	Included	Included
Occupancy Signs	Included	Included	Included	Included	Included	Included
ADA Signage	Included	Included	Included	Included	Included	Included
Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
Site Signage	Included	Included	Included	Included	Included	Included
Marquee Sign - 15/A64.4	12,330	12,330	12,330	Included	12,330	12,330
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
Electronic Sign	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 17/A64.4	17,627	17,627	17,627	Included	17,627	17,627
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
TOTALS	68,831	79,774	60,785	69,475	63,862	69,517
Recommendation:	Amount					
Kendall Sign	60,785					

Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Inland Empire Arch	SDI	Russco	John Pence Bldg Spec.		
Base Bid	43,157	48,061	51,001	54,200		
Spec #: 102113.19, 102800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments & Accessories						
MFR - Ampco, Metpar, PSI, Scranton or Bradley	Included	Included	Included	Included		
Urinal & Vestibule Screens	Included	Included	Included	Included		
Solid Plastic Compartments	Included	Included	Included	Included		
Accessories, Hand Dryers, Mirrors, Shower Curtain Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/Broom Holder	5,600	Included	5,600	5,600		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included	Included		
Rms - 103, 105, 110, 111, 203, 205	Included	Included	Included	Included		
Rm - 113	Included	Included	Included	Included		
Janitors Closets - 104, 112, 204	Included	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included	Included		
Rm - 114	Included	Included	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included	Included		
Rms - 117, 118	Included	Included	Included	Included		
Rm - 115	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included	Included		
Sink Vestibules 106 & 111	Included	Included	Included	Included		
Janitors Closet - 114	Included	Included	Included	Included		
TOTALS	48,757	48,061	56,601	59,800	0	0
Recommendation:	Amount					
SDI	48,061					



Bid Evaluation Report

Fire Sprinklers	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
				Date Printed		12/6/2016
Description	Subcontractors					
	Apex Fire Protection	Superior Fire				
Base Bid	501,200	268,790				
Spec #: 212000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	Yes	Yes				
Attachment C Acknowledgement	N/A	N/A				
Fire Sprinklers	Included	Included				
MFR - Tyco	Included	Included				
Standard Upright, Pendent, Sidewall Sprinklers	Included	Included				
Bldg 1 - Classroom - FP02 & 3	Included	Included				
Bldg 2 - MPR - FP04	Included	Included				
Bldg 3 - Admin - FP05	Included	Included				
Bldg 4 - Kinder - FP06	Included	Included				
4" Fire Riser at Each Bldg - 1/FP07	Included	Included				
POC 5" Outside of Bldg	Included	Included				
Upright Sprinkler Deflectors as Shown	Included	Included				
Brass or White Finish	Included	Included				
Heads to be Centered in ACT Panels	Included	Included				
Furnish & Install Sleeves	Included	Included				
All Seismic Bracing, Hangers, Embeds as Required	Included	Included				
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included				
All Gauges, Valves, Flow and Tamper Switches	Included	Included				
Sound and Vibration Control	Included	Included				
All Bracing and Hangers - FP07	Included	Included				
Firestopping & Sealants as Required at Penetrations	Included	Included				
BIM Requirements	18,700	15,000				
TOTALS	519,900	283,790	0	0	0	
Recommendation:	Amount					
Superior Fire	283,790					

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Description	Subcontractors				Bid Date
		Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.	Date Printed
Base Bid	671,450	513,546	456,457	526,000		
Spec #: 331000, 333000, 334000	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	60 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included		
Cutting and Capping of Existing Utilities	2,450	2,450	2,450	2,450		
Layout and Trenching	Included	Included	Included	Included		
Sawcutting for New Utilities	Included	Included	Included	Included		
Traffic Control	3,584	3,584	3,584	3,584		
Traffic Rated Trench Plates	Included	Included	Included	Included		
Temp Asphalt Patching	Included	Included	Included	Included		
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048		
Pressure Test and Flush System	Included	Included	Included	Included		
Sewer						
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included		
Cleanouts (8)	Included	Included	Included	Included		
All Piping and Connections to Main line (2)	Included	Included	Included	Included		
Storm Drain	3,000	3,000	3,000	2,600		
6", 8", 12" & 18" HDPE Storm Drain Pipe	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basins - 10/C02 (3)	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basin at Biofiltration - 11/C02 (3)	Included	Included	Included	Included		
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included		
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included		
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included		



Bid Evaluation Report

Elm Street Elementary School Reconstruction					Job Number	Elm
Site Utilities					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
Street Work (Sewer and Storm Trench Repairs Only)	See Allowances	See Allowances	See Allowances	See Allowances		
Base Pave Trenches	See Allowances	See Allowances	See Allowances	See Allowances		
Trench Repair	See Allowances	See Allowances	See Allowances	See Allowances		
Grind Existing	See Allowances	See Allowances	See Allowances	See Allowances		
Overlay with 1-1/2" Asphalt	See Allowances	See Allowances	See Allowances	See Allowances		
Lane Closure/Traffic Control	See Allowances	See Allowances	See Allowances	See Allowances		
Fire Water per C-08 (RFI 4)	Included	Included	Included	Included		
6" & 8" Class 150 C900 PVC Water Line	Included	Included	Included	Included		
Thrust Blocks - 320/C04	Included	Included	Included	Included		
Fire Hydrants per 300/C04 (3)	Included	Included	Included	Included		
8" Double Check Detector Backflow - 311/C04	Included	Included	Included	Included		
Post Indicator Valves (3)	Included	Included	Included	Included		
FDC (3)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Hydrant Bollards/Footings - 301/C04 (12)	3,000	3,000	3,000	2,600		
Fire Sprinkler Connections - 5' Outside Bldg	Included	Included	Included	Included		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	40,000	Included	Included		
Gas	Included	Included	Included	Included		
Gas Lines per Plumbing P005	N/A	N/A	45,000	N/A		
Performance Contingency						
TOTALS	698,032	580,128	519,039	541,895	0	0
Recommendation:	Amount					
J. Vega Eng.	519,039					

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000 Spec #:	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	15 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	Yes	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Plumbing						
Temporary Water Service & Distribution	Included	Included	Included	Included	Included	
All Related Trenching / Backfill	7,500	7,500	7,500	7,500	7,500	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
HW / CW Piping	Included	Included	Included	Included	Included	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Precision Plumbing	
Piping Insulation	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Access Panels - Furnish Only	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
Furnish and install all Metal Sleeves	Included	Included	Included	Included	Included	
Flashings at Roof Penetrations	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
All Related Caulking / Sealants	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Fire Stopping	Included	Included	Included	Included	Included	
Coring, as Required	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
Flush / Chlorinate / Disinfect Domestic Water	Included	Included	Included	Included	Included	
Ansul Gas valve	Included	Included	Included	2,500	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	767,473	902,141	802,500	747,000	728,974	0
Recommendation:	Amount					
Precision Plumbing	728,974					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
HVAC	Included	Included	Included	Included	Included	
Equipment	Included	Included	Included	Included	Included	
VAV - Anemostat	Included	Included	Included	Included	Included	
Fan Coil Units - Trane	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	Included	Included	Included	Included	Included	
VRF Diagrams M010 - M014	Included	Included	Included	Included	Included	
Exhaust Fans - Greenheck	Included	Included	Included	Included	Included	
Makeup Air - Greenheck	Included	Included	Included	Included	Included	
Air Handling Unit - Trane	Included	Included	Included	Included	Included	
Split AC Units - Trane	Included	Included	Included	Included	Included	
Supply Fans - Anemostat	Included	Included	Included	Included	Included	
Sound Traps - IAC Acoustic	Included	Included	Included	Included	Included	
Factory Curbs/ Install	Included	Included	Included	Included	Included	
Buildings	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, TAC, Trane, Carrier	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
6" Conc Pads for Equip - 16/S301	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
3 Makeup Air Units on Roof with Curbs	Included	Included	Included	Included	Included	
Kitchen Exhaust Ducting and Fans - M504 (Hood by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included	
Spring Isolation Hangers	Included	Included	Included	Included	Included	
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included	
Metal Ducts / Duct Work	Included	Included	Included	Included	Included	
Duct Liner	Included	Included	Included	Included	Included	
Supply & Return Air Plenums	Included	Included	Included	Included	Included	
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included	
Wall Louvers	Included	Included	Included	Included	Included	
Duct Insulation	Included	Included	Included	Included	Included	
Fire / Smoke Dampers	Included	Included	Included	Included	Included	
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included	
Mechanical Identification	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	1,273,955	1,406,229	1,399,230	1,226,000	2,119,673	0
Recommendation:	Amount					
Sheldon Mech.	1,226,000					

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description				Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Base Bid	2,440,000	2,385,000	2,440,275		
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265200, 265561	Included	Included	Included		
Spec #: 270536, 275116, 275123.50, 281600, 282300, 283100	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 days	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	Yes	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
Electrical	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included		
Temp Power Boxes and Cords	10,659	10,659	10,659		
Temporary Lighting	5,330	5,330	5,330		
Site	Included	Included	Included		
2" & 4" Conduits for Site Utilities - E1.1	Included	Included	Included		
Conduit Runs as Shown Site Plan - E1.2	Included	Included	Included		
Encase All Underground Conduits in Concrete per Note 6 on E0.1	Included	Included	Included		
Pour Back of Utility Trenches	Included	Included	Included		
Signal, Fire and Power Pull Boxes - 1/E7.7	Included	Included	Included		
Site Lighting Plan - E1.3	Included	Included	Included		
Site Lighting Fixtures, per Schedule	Included	Included	Included		
Site Signal, CCTV, FA Speakers - E1.6	Included	Included	Included		
U/G Power Distribution for Site Power	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included		
U/G Power Distribution for Site Lighting	Included	Included	Included		
Buildings 1-4	Included	Included	Included		
Lighting Fixtures per Schedule on E0.5	Included	Included	Included		
Mechanical Schedule - E0.6	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
				Cable Schedule - E0.4	Included
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included		
Distribution Panelboards	Included	Included	Included		
Panel Boards	Included	Included	Included		
Power Distribution	Included	Included	Included		
Conduits & Raceways	Included	Included	Included		
Terminal Cabinets & Racks	Included	Included	Included		
Cable Trays & Supports	Included	Included	Included		
Wiring / Conductors	Included	Included	Included		
Floor boxes	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included		
Connections to Existing Generator	Included	Included	Included		
Lighting Control Panel / System	Included	Included	Included		
Emergency Lighting / Exit Signs	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included		
Bldg 1 - Classroom	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Connections for all Kitchen Equipment	Included	Included	Included		
Conduit for Theatrical Lighting	Included	Included	Included		
Elec Room 102 - E2-4.1	Included	Included	Included		
Bldg 3 - Admin	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Power for VAV & Rooftop Equipment	Included	Included	Included		
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included		
Bldg 4 - Kindergarten	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included		
Single Line Diagram - E4.0	Included	Included	Included		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included		
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included		
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc		
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included		
MFR - Electronic Theatre Controls (ETC)	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Bldg 2 - MPR (TL2.1.1 & 2)	Included	Included	Included		
Dimmer Racks and Controls	Included	Included	Included		
Stage Lighting Control System	Included	Included	Included		
Lighting Track & Fixtures - 10/TL8.1.1	Included	Included	Included		
Panels & Receptacles	Included	Included	Included		
Miscellaneous	Included	Included	Included		
Plywood Backboards	In Rough Framing	In Rough Framing	In Rough Framing		
Flashings at Penetrations	Included	Included	Included		
Caulking / Sealants	Included	Included	Included		
Sleeves / Fire Caulking / Firestopping - 1/E0.7	Included	Included	Included		
BIM Requirements	15,000	15,000	15,000		
Low Voltage Systems	Included	Included	Included		
Computer Network Cabling	Included	Included	Included		
Communications Cabinets, Racks, Frames and Enclosures - E7.10	Included	Included	Included		
Communications Cabling	Included	Included	Included		
Devices, Equipment, Conduit & Conductors	Included	Included	Included		
Public Address/Clock System	Included	Included	Included		
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included		
Alt by Valcom	Included	Included	Included		
Assistive Listening System	Included	Included	Included		
MFR - Listen Technologies	Included	Included	Included		
FM Transmitters - LT-700 LT-800	Included	Included	Included		
Receiver - LR-100 & LR-400	Included	Included	Included		
(1) 8-Hour Training Session	Included	Included	Included		
Intrusion Alarm System	26,080	Included	26,080		
Contractor to Have C7 and C10 License	In Above	Included	In Above		
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
Video Surveillance (CCTV) System	72,395	Included	72,395		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
MFRs - Per Specs	In Above	Included	In Above		
Fire Detection Alarm	88,292	Included	Included		
Fire Alarm System	In Above	Included	Included		
MFR - Notifier, Simens, Simplex, Johnson or Gamewell-FCI	In Above	Included	Included		
Complete Addressable Fire Alarm System	In Above	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Subcontractors				Date Printed	12/6/2016	
Description	Venco Elec.	Taft Elec.	Oilfield Elec.			
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included			
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included			
Elevator System - E0.4	In Above	Included	Included			
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included			
Conduit & Back Boxes	In Above	Included	Included			
Submittals / Shop Drawings / As-Built	In Above	Included	Included			
TOTALS	2,657,756	2,415,989	2,569,739	0	0	0
Recommendation:	Amount					
Taft Elec.	2,415,989					

Bid Evaluation Report



Building Specialties		Elm Street Elementary School Reconstruction		Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Div	Description	Amount	Recommended Subcontractor	Bids Received	
104400	Fire Extinguishers & Specialties FEC at Elec Yard - Surface Mount per 16/A64.4 (1) Bldg 1 - FEC 1/A64.4 (22) Bldg 2 - FEC 1/A64.4 (3) Bldg 3 - FEC 1/A64.4 (3) Bldg 4 - FEC 1/A64.4 (2)	6,150	Glendon Co.	5	
105100	Lockers MFR - Art Metal, Penco, Republic Locker Alcove 2-113 2-Tier Lockers per 6&7/A64.4	1,650	John Pence	3	
107500	Flagpoles Flag Pole 35' per 8/A64.4 (1) Set Pole Footing per Site Concrete	4,293	Pole Tech	2	
114800	Physical Education Equipment MFR - Jaypro, Cassidy, Draper Volleyball Sleeves, Standards, Net, Antenna Ref Stand and Pad	5,150	Bernards		
124813	Entrance Floor Mats MFR - AFP, RC Musson, Pawling Rubber Mat 1/4" Thick, 48x72	N/A	N/A		
126823	Folding Cafeteria Tables	OFOI	OFOI		
N/A	Misc Site Furnishings Benches at Site per S32/A0-1.1 (18) Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5 Relocate Existing Playground Equipment and Reinstall at New Areas - S39/A0-1.1 New Conc Footings (TBD) Basketball Pole & Basket - 7/A63.6 (6) Coat Hooks - 14/A64.4 Dull Chrome - Single MFR - McMaster-Carr 1760A2 Wall-Mount Hook, Chrome-Plated Brass, 1-1/4" Wide x 1-1/2" High x 1-5/8" Deep Bldg 1 = 544 Bldg 4 = 60	128,099	Bernards		
N/A	Misc Equipment (TV's) TV's in Classrooms MFR - Sharp 50" & 60" LE65OU Wall Mount - Chief TS318TU Ceiling Mount - Chief MCM1U Bldg 1 - Classroom 60" TV's in Classroom Bldg per 9/A64.4 (62) TV Mounts (62) Bldg 4 - Kindergarten 50" TV's in Classroom Bldg per 11/A64.3 (4) TV Mounts (4)	121,300	Bernards		
N/A	Final Cleanup Exterior Interior	68,534	Bernards		
	Total	335,176	Bids Received	10	

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Change Order No. 22 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction (Penanhoat/CFW)

COR No. 567R1 adds code-required cane detection rails, in conformance with California State Building Code disabled access requirements, under stairs which descend to the ground. Change Order No. 022 provides for the Board's ratification of the following one (1) COR:

- COR No. 567R1 - Add Metal Railing Under Stair 1 & 3

FISCAL IMPACT:

Thirty-One Thousand Seven Hundred Ninety-Two Dollars and Zero Cents (\$31,792.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget as per the June 2019 six-month report.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #22 for Master Agreement #16-199 with Bernards Bros, Inc.

ADDITIONAL MATERIALS:

Attached: [Change Order #022 - Bernards Bros Inc. \(2 Pages\)](#)
[COR No. 567R1 - Add Metal Railing Under Stair 1 and 3 \(12 Pages\)](#)
[Construction Services Agreement #16-199 \(108 Pages\)](#)



CHANGE ORDER

Date: 08.07.2019

CHANGE ORDER NO. 022

PROJECT: ELM E.S. RECONSTRUCTION PROJECT
 O.S.D. BID No. N/A
 O.S.D. Agreement No. 16-199

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

ARCHITECT SVA Architects, Inc.
 6 Hutton Centre Drive, Ste. 1150
 Santa Ana, CA 92707

CONTRACTOR:

Bernards Bros. Inc.
 555 First Street
 San Fernando, CA 91340
 Attn: Carl Magness

Architects Proj. No.: 2013-40159
 D.S.A. File No.: 56-22
 D.S.A. App. No.: 03-116407

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All 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.....	\$ 23,306,886.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 2,948,429.00
ADJUSTED CONTRACT SUM.....	\$ 26,255,315.00
NET CHANGE -\$ 31,792.00
Total Change Orders to Date: 022.....	\$ 2,980,221.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 022.....	\$ 26,287,107.00

Commencement Date:January 30, 2017
 Original Completion Date:October 16, 2018
 Original Contract Time:661 Calendar Days
 Time Extension for all Previous Change Orders:000 Calendar Days
 Time Extension for this Change Order:000 Calendar Days
 Adjusted Completion Date:October 16, 2018

Percentage(12.78%)

1269

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 567R1- Add Metal Railing Under Stair 1 & 3				\$31,792.00
2.					
	TOTAL				\$31,792.00

Total Change Order No. 022 \$ 31,792.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DIRECTOR OF PURCHASING: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 567 R1

Date: 2/2/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Bulletin 25

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add steel railings under Stair 1 and 3. Reason: Railing was added for safety reasons. This is additional work not included in original scope. Requested By: SVA Architects Ref: Bulletin 25	Anderson Charnesky Structural Steel Inc	27,645
		Subtotal: 27,645
Contractual Costs		
Overhead 15%		4,147
		Subtotal: 4,147
Total Change Order Request Amount:		31,792

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



CHANGE ORDER REQUEST

COR No. 567 R0

Date: 2/2/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Bulletin 25

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add steel railings under Stair 1 and 3. Reason: Railing was added for safety reasons. This is additional work not included in original scope. Requested By: SVA Architects Ref: Bulletin 25	Anderson Charnesky Structural Steel Inc	28,515
		Subtotal: 28,515
Contractual Costs		
Overhead 15%		4,277
		Subtotal: 4,277
Total Change Order Request Amount:		32,792

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

Anderson Charnesky Structural Steel, Inc.

Members of The American Subcontractors Association, Inc.

CHANGE ORDER REQUEST

Project Name: **Elm Street Elementary School Reconstruction**
 Project No.: **1636**
 Contract with: **Bernards**

C.O.R. No.: **19**
 ACSS JOB No.: **551117**
 Date: **July 23, 2018**

Description of Change: **Add per Bulletin #25**

Labor

TYPE	HOURS	RATE	AMOUNT
Apprentice		\$ 76.28	\$ -
Journeyman	64	\$ 82.20	\$ 5,260.66
Foreman		\$ 87.37	\$ -
Detailing	24	\$ 79.00	\$ 1,896.00
Shop	100	\$ 65.00	\$ 6,500.00
Delivery	1	\$ 1,253.00	\$ 1,253.00
Sub Pay		\$ 25.00	\$ -
Sub Total			\$ 14,909.66
Travel/Subs.			\$ -
Total			\$ 14,909.66

Equipment

TYPE	HOURS	RATE	AMOUNT
Welding Mach.		\$ 55.00	\$ -
Rigging Truck	1	\$ 450.00	\$ 450.00
Torch		\$ -	\$ -
Roto Hammer		\$ -	\$ -
Core Drill	1	\$ 1,200.00	\$ 1,200.00
Zoom Boom		\$ 375.00	\$ -
Scissor Lift		\$ -	\$ -
Crane		\$ -	\$ -
Sub Total			\$ 1,650.00
Fuel Surcharge @ 6%			\$ -
Total			\$ 1,650.00

Material

TYPE	QTY.	PRICE	AMOUNT
Steel	1	\$ 8,236.00	\$ 8,236.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Sub Total			\$ 8,236.00
Sales Tax			\$ -
Total			\$ 8,236.00

Deductive Costs

TYPE	HRS/QTY	RATE	AMOUNT
Field Time		\$ -	\$ -
Laborer		\$ -	\$ -
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	\$ 14,909.66
2. Equipment Total	\$ 1,650.00
3. Material Total	\$ 8,236.00
4. Deductive Cost Total	\$ -
5. Subcontractors Total	\$ -
<i>Sub Total (Items 1-5)</i>	\$ 24,795.66
Mark-up	\$ 3,719.35
Bond	\$ -

Total Request Amount for Change Order No. 19 (rounded to the nearest dollar) \$ 28,515.00

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

1273

	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	0
3		2	stair I		15		12					0	0	30	0	0	0	0	0	0	0	948	0	0	0	0	0	948	948
4		1	guard rails		6							0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5												0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6												0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7												0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8												0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9												0	0	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	0	0
11												0	0	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	0	0
13							12					0	0	0	0	0	0	0	0	0	0	948	0	0	0	0	0	948	948
14		2	guard rails		6							0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15		2			4							0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16		1			5							0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17												1200	1200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1200
18		24	poist	4	4	1.20			96	24	450	8	458	96	384	461		307.2	768	69	837	0	0	6240	15	1973	8228	9523	
19		10		3	65	1.20			2	24		39	39	650	1950	2340		1560	3900	351	4251	0	0	130	78	1973	2181	6471	
20		1		4	65	1.20			2			5	5	65	260	312		208	520	47	567	0	0	130	10	0	140	712	
21												0	0	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	0	0
23		24	core drilling	1	1	85.00				16	1200	0	1200	24	24	2040		19.2	2059	185	2245	0	0	0	1	1315	1316	4761	
24		24	grout	1	1	8.00						0	0	24	24	192		19.2	211	19	230	0	0	0	1	0	1	232	
25												0	0	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	0	0
27												0	0	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	0	0
29												0	0	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	0	0
31												0	0	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	0	0
33												0	0	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	0	0
35					172		24	0	100	64	1650	1253	2903	920	2642	5345	0	2114	7458	671	8130	1896	0	6500	106	5261	13762	24795	



HOURLY LABOR COST RATES

Sub/Contractor: Anderson Charnesky Structural
 Steel, Inc.
Date: 7/20/2017
Project: Elm Street Elementary Res.
Rate Effective Through: July 31, 2017

Trade: Steel
Classification: Iron Worker - Apprentice
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 34.20	\$ 51.30	\$ 68.40
Vacation & Holiday Accrual	\$ 4.00	\$ 4.00	\$ 4.00
Hourly Taxable Wage Costs Subtotal	\$ 38.20	\$ 55.30	\$ 72.40
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.12	\$ 3.18	\$ 4.24
Medicare	\$ 0.50	\$ 0.74	\$ 0.99
FUI	\$ 2.12	\$ 3.18	\$ 4.24
SUI	\$ 0.30	\$ 0.45	\$ 0.60
Workers Compensation Insurance	\$ 9.92	\$ 9.92	\$ 9.92
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 14.96	\$ 17.47	\$ 19.99
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 9.55	\$ 9.55	\$ 9.55
Pension & Retirement (or equivalent)	\$ 9.99	\$ 9.99	\$ 9.99
Training (or equivalent)	\$ 0.72	\$ 0.72	\$ 0.72
other union dues (LMCT, IMPACT, WCTF)	\$ 2.87	\$ 2.87	\$ 2.87
Hourly Benefits Subtotal	\$ 23.13	\$ 20.26	\$ 20.26
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 76.28	\$ 93.03	\$ 112.65

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:	Anderson Charnesky Structural Steel, Inc.	Trade:	Steel
Date:	7/20/2017	Classification:	Iron Worker - Journeyman
Project:	Elm Street Elementary Res.	Union :	<input checked="" type="checkbox"/> Non Union: <input type="checkbox"/>
Rate Effective Through:	July 31, 2017		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 36.00	\$ 54.00	\$ 72.00
Vacation & Holiday Accrual	\$ 4.00	\$ 4.00	\$ 4.00
Hourly Taxable Wage Costs Subtotal	\$ 40.00	\$ 58.00	\$ 76.00
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.23	\$ 3.35	\$ 4.46
Medicare	\$ 0.52	\$ 0.78	\$ 1.04
FUI	\$ 2.23	\$ 3.35	\$ 4.46
SUI	\$ 0.32	\$ 0.48	\$ 0.63
Workers Compensation Insurance	\$ 10.44	\$ 10.44	\$ 10.44
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 15.74	\$ 18.39	\$ 21.05
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 9.55	\$ 9.55	\$ 9.55
Pension & Retirement (or equivalent)	\$ 13.32	\$ 13.32	\$ 13.32
Training (or equivalent)	\$ 0.72	\$ 0.72	\$ 0.72
other union dues (LMCT, IMPACT, WCTF)	\$ 2.87	\$ 2.87	\$ 2.87
Hourly Benefits Subtotal	\$ 26.46	\$ 23.59	\$ 23.59
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 82.20	\$ 99.98	\$ 120.64

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:	Anderson Charnesky Structural Steel, Inc.	Trade:	Steel
Date:	7/20/2017	Classification:	Iron Worker - Foreman
Project:	Elm Street Elementary Res.	Union :	<input checked="" type="checkbox"/> Non Union: <input type="checkbox"/>
Rate Effective Through:	July 31, 2017		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 39.60	\$ 59.40	\$ 79.20
Vacation & Holiday Accrual	\$ 4.00	\$ 4.00	\$ 4.00
Hourly Taxable Wage Costs Subtotal	\$ 43.60	\$ 63.40	\$ 83.20
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.46	\$ 3.68	\$ 4.91
Medicare	\$ 0.57	\$ 0.86	\$ 1.15
FUI	\$ 2.46	\$ 3.68	\$ 4.91
SUI	\$ 0.35	\$ 0.52	\$ 0.70
Workers Compensation Insurance	\$ 11.48	\$ 11.48	\$ 11.48
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 17.32	\$ 20.23	\$ 23.15
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 9.55	\$ 9.55	\$ 9.55
Pension & Retirement (or equivalent)	\$ 13.32	\$ 13.32	\$ 13.32
Training (or equivalent)	\$ 0.72	\$ 0.72	\$ 0.72
other union dues (LMCT, IMPACT, WCTF)	\$ 2.87	\$ 2.87	\$ 2.87
Hourly Benefits Subtotal	\$ 26.46	\$ 23.59	\$ 23.59
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 87.37	\$ 107.22	\$ 129.94

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 |



Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1150
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

**Elm Street Elementary School
Bulletin # 25 Narrative**

Revision:

07/16/2018

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin. **Do not proceed** with any items described in this Bulletin without written authorization from the Owner.*

Changes to Drawings and/or Specifications:

Revisions to Architectural Sheets:

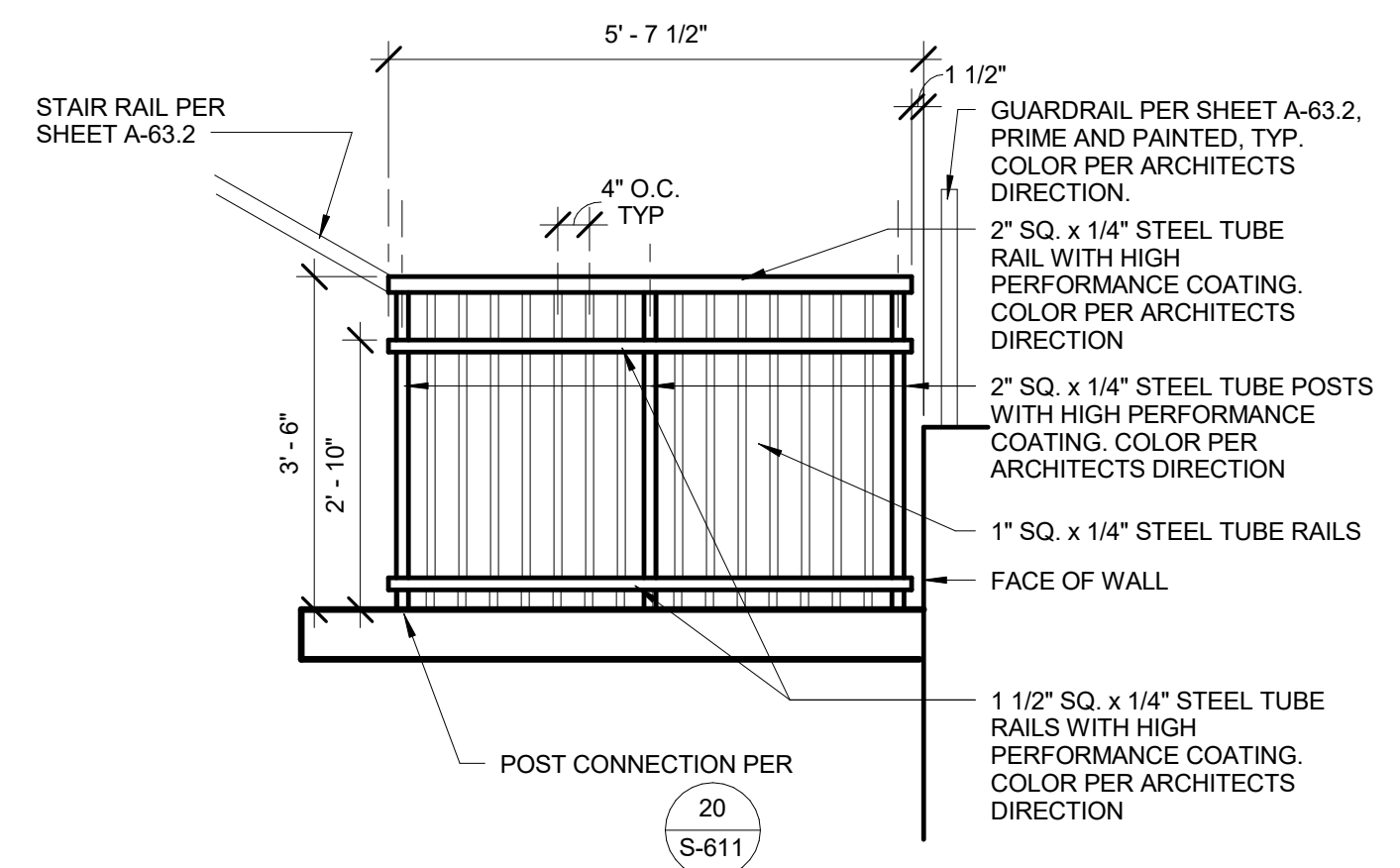
- A1-45.1 – Classroom – Bldg 1 – Enlarged Stair #1 Plans
Provided guardrail elevations and details under stairs.
- A1-45.3 – Classroom – Bldg 1 – Enlarged Stair #3 Plans
Updated stair plan to shown dimensions on concrete steps at landing (detail 1 and 3).
Added finish grades at bottom of concrete steps.
Updates plan to show guardrails below stairs.
- A1-45.5 – Classroom – Bldg 1 – Stair#3 Guardrail Elevations and Details
Provided guardrail elevations and details for Stair #3.
- SKA-1 – Stair #3 flashing detail
Provided flashing detail between stringer and face of building.

Drawings

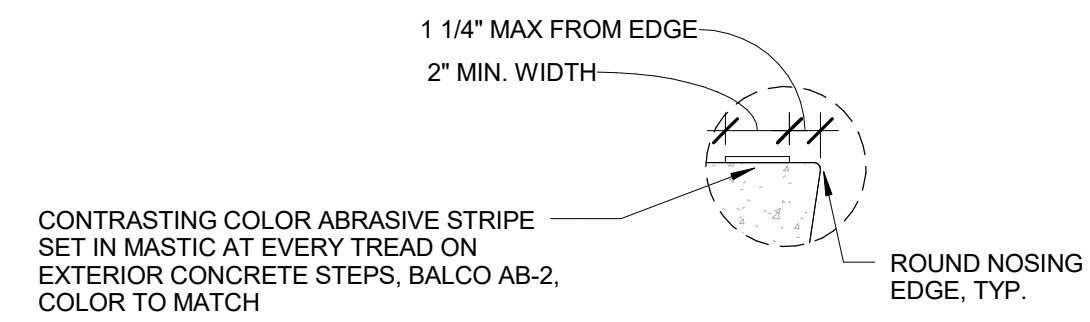
- A1-45.1 – Classroom – Bldg 1 – Enlarged Stair #1 Plans
- A1-45.3 – Classroom – Bldg 1 – Enlarged Stair #3 Plans
- A1-45.5 – Classroom – Bldg 1 – Stair #3 Guardrail Elevations and Details
- SKA-1 – Stair #3 Flashing

Distribution:

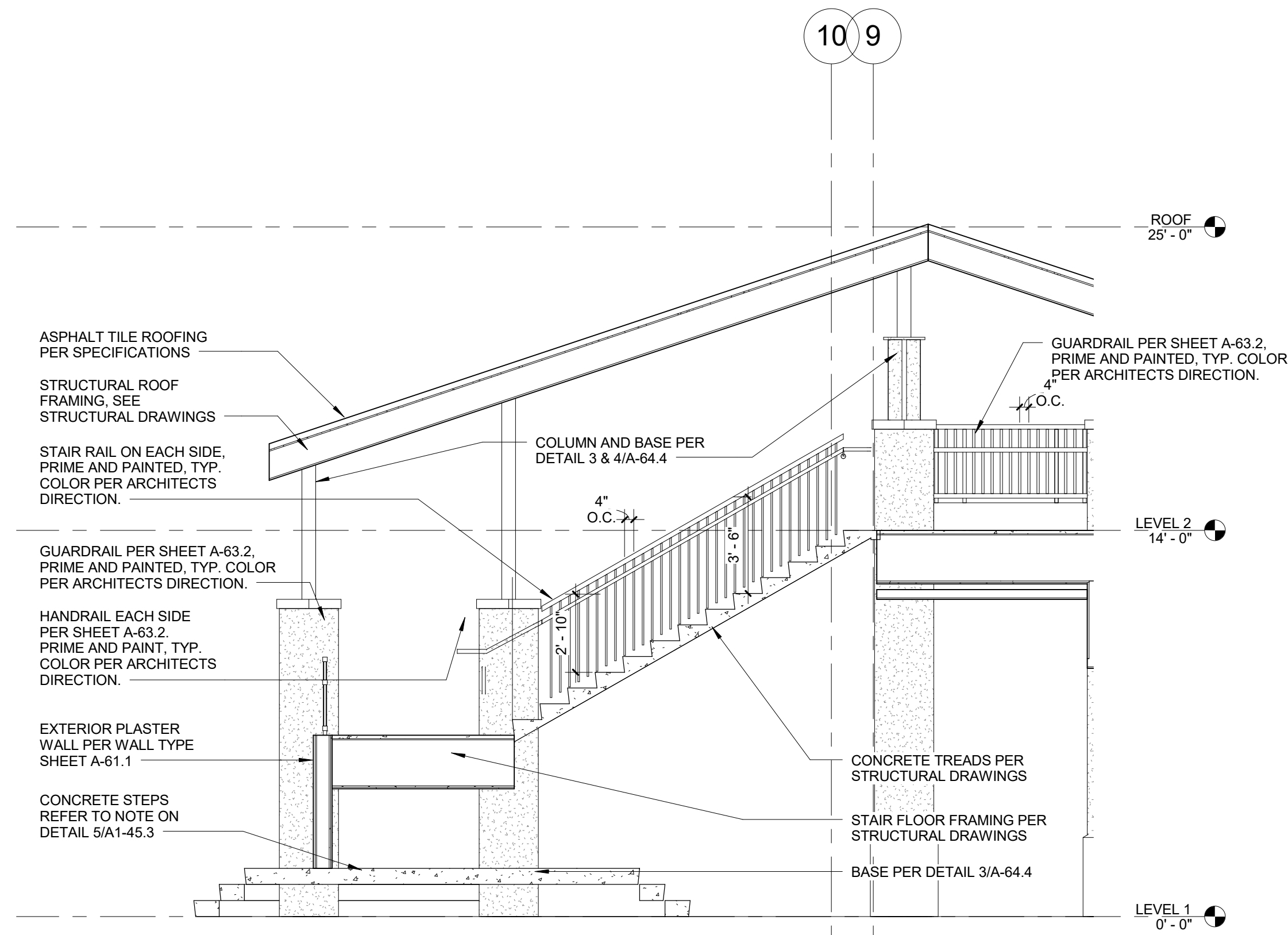
District
Contractor
IOR



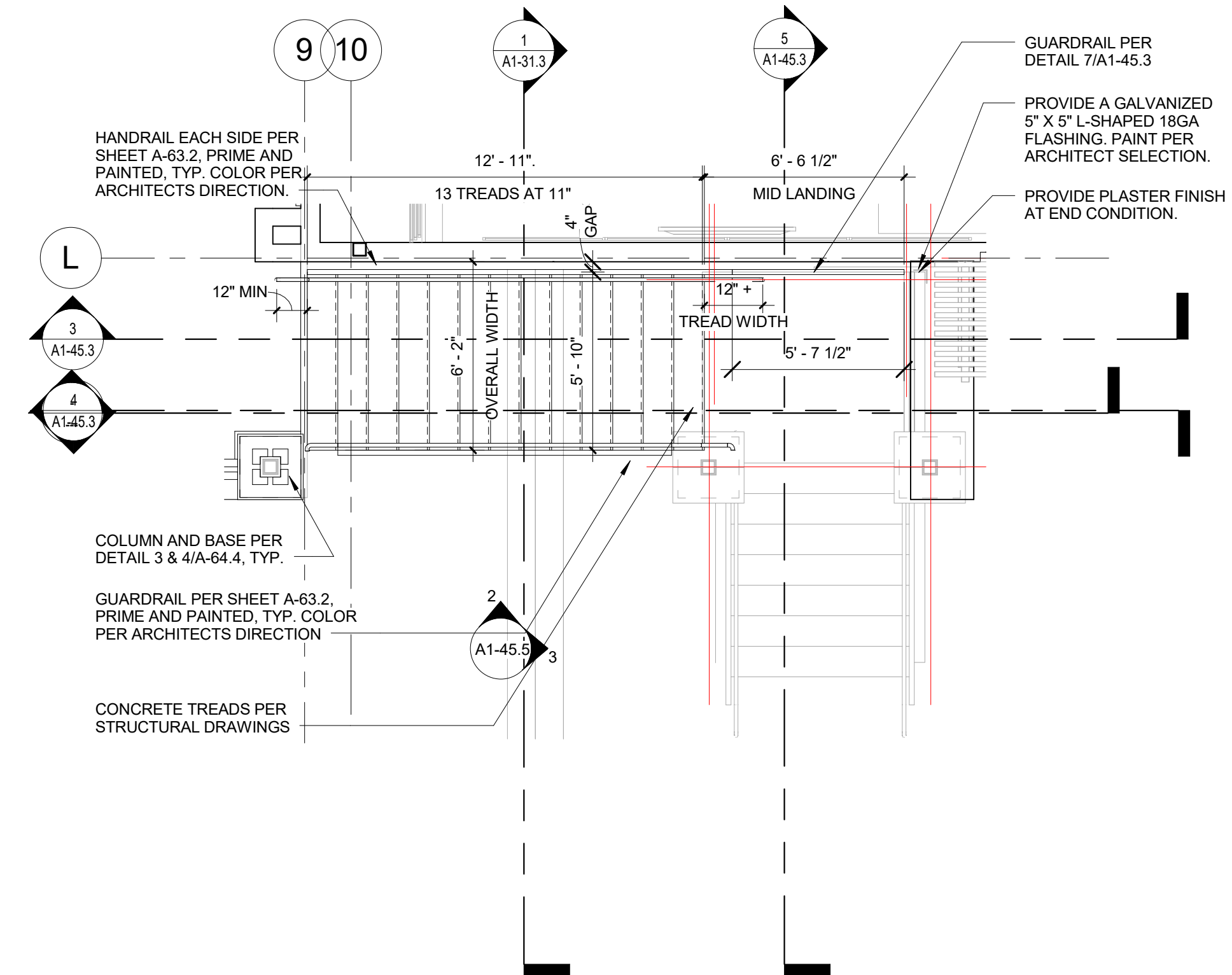
GUARDRAIL AT MIDLANDING STAIR 1/2" = 1'-0" 7



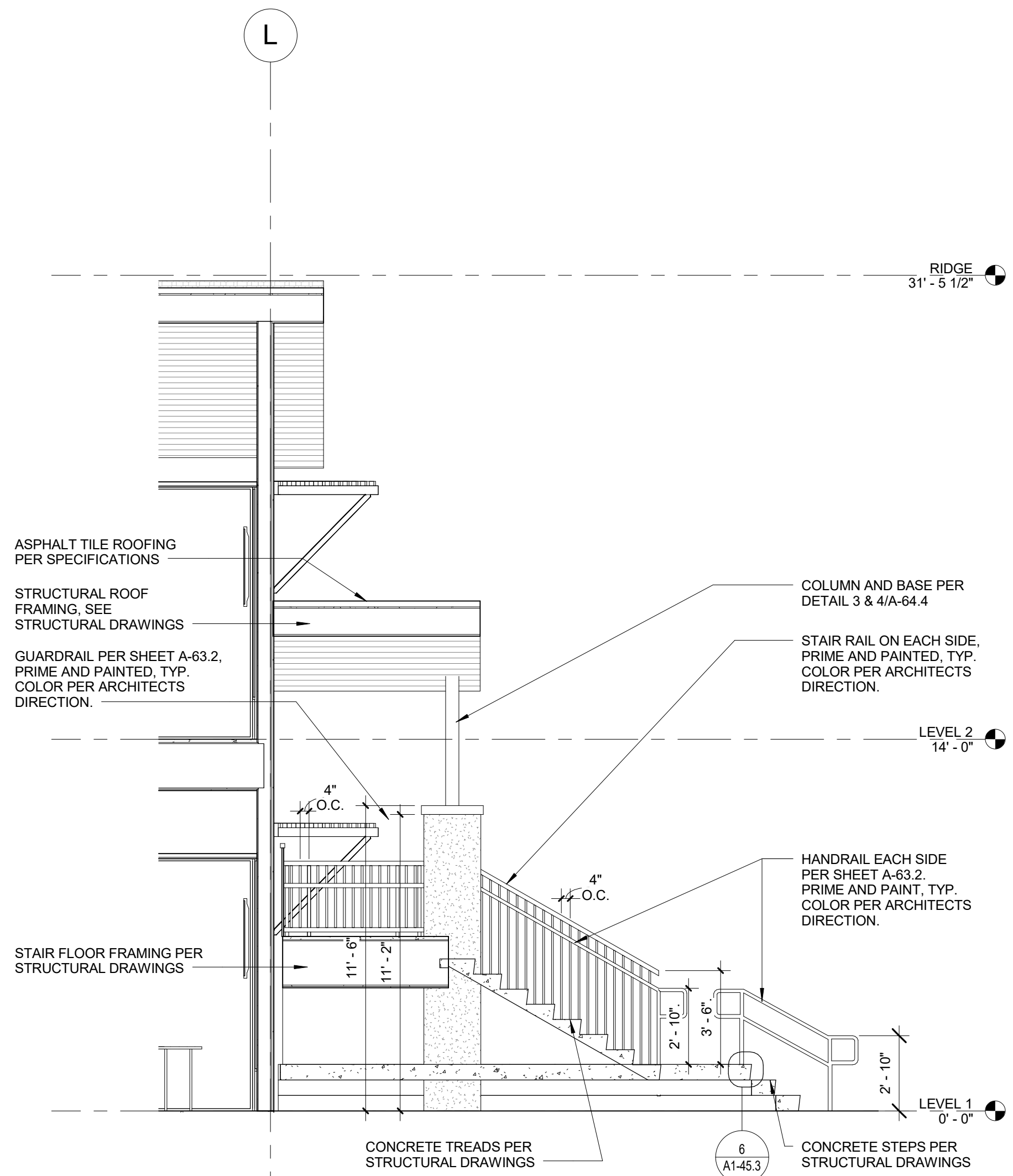
CONCRETE STEPS NOSING DETAIL 1" = 1'-0" 6



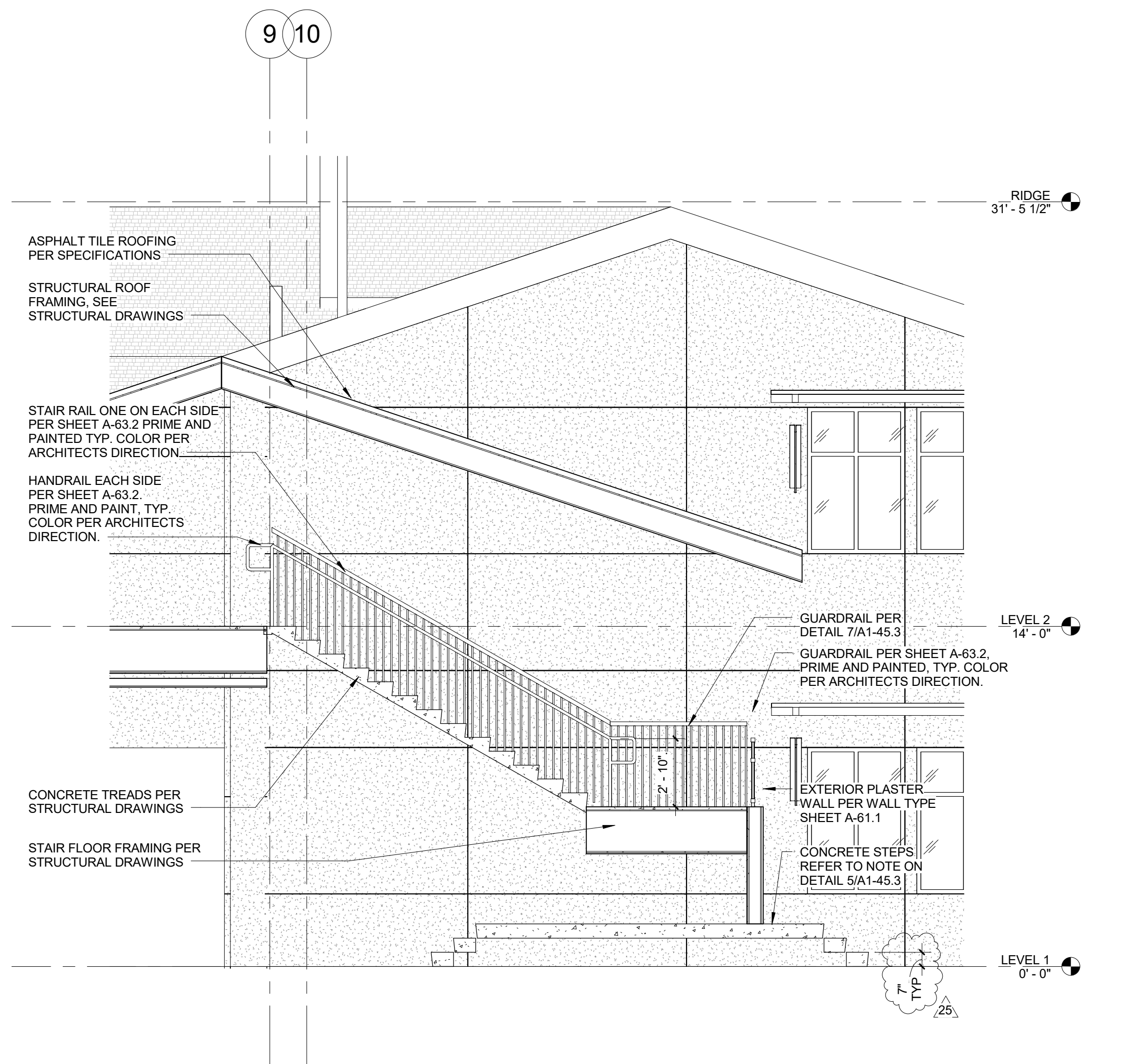
STAIR #3 - SECTION 2 1/4" = 1'-0" 4



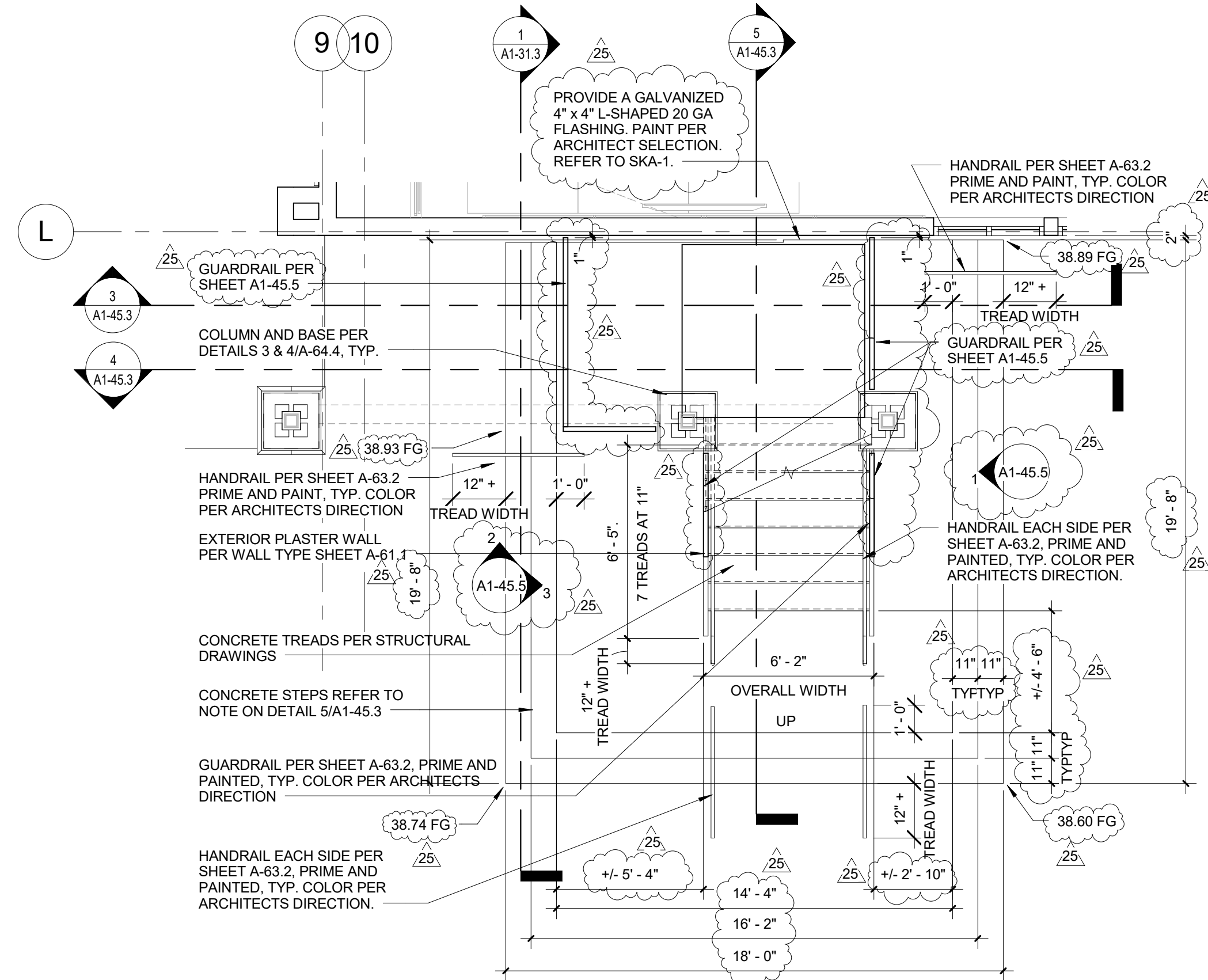
ENLARGED STAIR #3 PLAN - SECOND FLOOR 1/4" = 1'-0" 2



STAIR #3 - SECTION 3 1/4" = 1'-0" 5

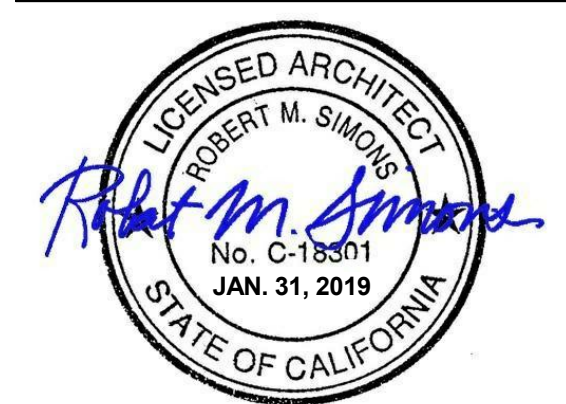


STAIR #3 - SECTION 1 1/4" = 1'-0" 3



ENLARGED STAIR #3 PLAN - FIRST FLOOR 1/4" = 1'-0" 1

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 A# 03-116407

REVISIONS:

NO.	DESCRIPTION	DATE
25	BULLETIN 25	7/16/18

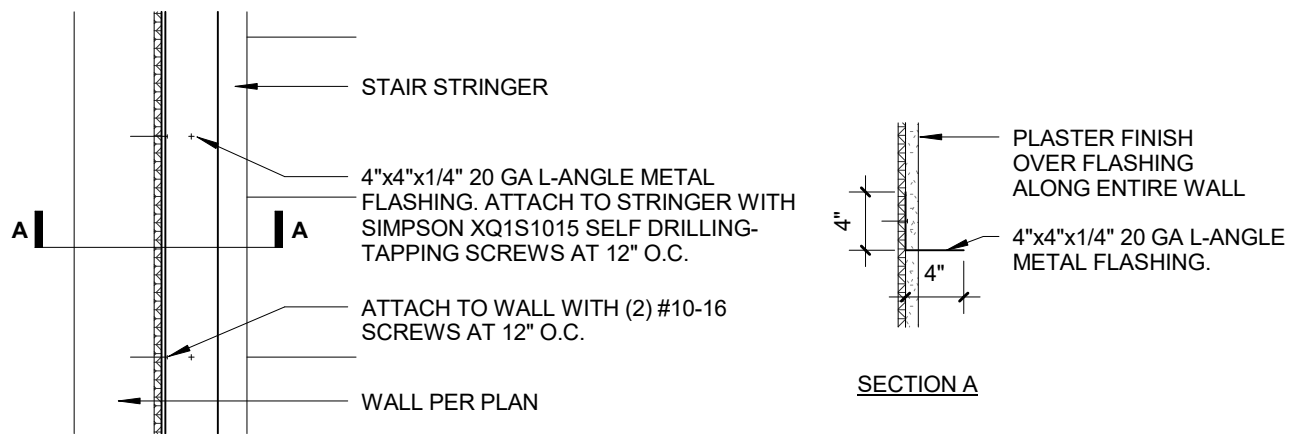
DATE ISSUED: APRIL 8, 2016
 PROJECT NO: 1340159-Bldg 1
 SCALE: As indicated


SHEET NUMBER: **A1-45.3**
 SHEET TITLE:

CLASSROOM - BLDG 1 - ENLARGED STAIR #3 PLANS



THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SVA ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF SVA ARCHITECTS, INC. ALL RIGHTS RESERVED. © COPYRIGHT 2014



 <p>3 MacArthur Place, Suite 850 Santa Ana, California 92707 T. 949.859.3380 www.sva-architects.com</p>	<p>DESCRIPTION:</p> <p>STAIR #3 FLASHING DETAIL</p>	<p>DRAWING REFERENCE:</p>	<p>BULLETIN #:</p> <p>25</p>
	<p>PROJECT NAME:</p> <p>ELM STREET ELEMENTARY SCHOOL</p>	<p>ISSUE REFERENCE:</p> <p>SKA-1</p>	<p>DATE</p> <p>06/13/18</p>
	<p>PROJECT NUMBER:</p> <p>1340159</p>		<p>SCALE</p> <p>1" = 1'-0"</p> <p>DRAWN BY</p> <p>Author</p>

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14th) day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Elm Street Elementary School, located at 450 East Elm Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

#16-199

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

- 2 -

#16-199

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

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibits A and B** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

#16-199

- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00). The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of Twenty-One Million Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents (\$21,462,701.00) and, (2) a Contractor Contingency in the amount of Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00), and, (3) Sublease Payments in the amount of \$97,112.00 per month for 12 months, for a total lease value of One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00) pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibits A and B** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

#16-199

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 to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

- 6 -

#16-199

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.

- 7 -

#16-199

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of

- 8 -

#16-199

proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- 9 -

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

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

#16-199

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.

- 11 -

#16-199

- 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.

- 12 -

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.

#16-199

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,

- 16 -

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

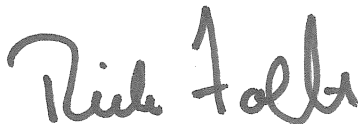
SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR

Bernards



THE DISTRICT

Oxnard School District,
a California school district

- 18 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

#16-199

By: Rick Fochtman

Title: Senior Vice President

Date: 01/12/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 1-24-17

- 19 -

OXNARD SCHOOL DISTRICT
Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

1301

#16-199

EXHIBITS A and B

Scope of Work

- 20 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

1302

EXHIBIT A

Scope of Work

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project will be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

GENERAL PLAN SHEETS

	PLAN SHEET DATE
GEN-1 SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2 GENERAL NOTES	1/8/2016
GEN-3 PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4 COMMON AREA ACCESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5 SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6 ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016

CIVIL PLAN SHEETS

C-01 TITLE SHEET	4/8/2016
C-02 DETAIL SHEET	4/8/2016
C-03 DETAIL SHEET	4/8/2016
C-04 DETAIL SHEET	4/8/2016
C-05 DEMOLITION PLAN	4/8/2016
C-06 PRECISE GRADING	4/8/2016
C-07 PRECISE GRADING	4/8/2016
C-08 UTILITY PLAN	4/8/2016
C-09 STORM DRAIN PLAN	4/8/2016
C-10 STORM DRAIN DETAILS	4/8/2016
C-11 STORM DRAIN DETAILS	4/8/2016
C-12 STORM DRAIN DETAILS	4/8/2016
C-13 STORM DRAIN DETAILS	4/8/2016

ARCHITECTURE PLAN SHEETS

A0-0.1 PROJECT DATA	1/8/2016
A0-1.0 CAMPUS PLAN	1/8/2016
A0-1.1 SITE PLAN	1/8/2016
A0-1.2 FIRE ACCESS PLAN	1/8/2016
A0-1.3 ENLARGED SITE PLANS	1/8/2016
A0-2.1 CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2 MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3 ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4 KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53-1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

		1/8/2016
A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016

STRUCTURAL PLAN SHEETS

		1/8/2016
S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

STRUCTURAL PLAN SHEETS, continued

SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016

PLUMBING PLAN SHEETS

P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014

FIRE SPRINKLER PLAN SHEETS

FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016

EXHIBIT A

Scope of Work

FIRE SPRINKLER PLAN SHEETS, continued

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

MECHANICAL PLAN SHEETS

M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014

EXHIBIT A

Scope of Work

MECHANICAL PLAN SHEETS, continued

M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

ELECTRICAL PLAN SHEETS

E-0.1	GENERAL NOTES AND ABBREVIATIONS	3/6/2015
E-0.2	ELECTRICAL SYMBOL LIST	3/6/2015
E-0.3	FIRE ALARM SYMBOL LIST	3/6/2015
E-0.4	CABLE SCHEDULE	3/6/2015
E-0.5	LIGHT FIXTURE SCHEDULE	3/6/2015
E-0.6	MECHANICAL SCHEDULE	3/6/2015
E-1.1	SITE UTILITY PLAN	3/6/2015
E-1.2	ELECTRICAL SITE PLAN	3/6/2015
E-1.3	SITE LIGHTING PLAN	3/6/2015
E-1.4	SITE LIGHTING CALC. PLAN	3/6/2015
E-1.6	SIGNAL SITE PLAN	3/6/2015
E1-2.1F	CLASSROOM FIRST FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.1L	CLASSROOM FIRST FLOOR LIGHTING PLAN	3/6/2015
E1-2.1LC	CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL	3/6/2015
E1-2.1LCE	CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.1P	CLASSROOM FIRST FLOOR POWER PLAN	3/6/2015
E1-2.1S	CLASSROOM FIRST FLOOR SIGNAL PLAN	3/6/2015
E1-2.2F	CLASSROOM SECOND FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.2L	CLASSROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E2-3.1	MULTI-PURPOSE ROOF POWER PLAN	3/6/2015
E2-4.1	MULTI-PURPOSE ENLARGED PLAN	3/6/2015
E2-5.1	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-5.2	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-6.1	MULTI-PURPOSE F. A. RISER DIAGRAM	3/6/2015
E2-6.2	MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E2-8.1	MULTI-PURPOSE TITLE 24	3/6/2015
E2-8.2	MULTI-PURPOSE TITLE 24	3/6/2015
E3-2.1F	ADMINISTRATION FIRE ALARM PLAN	3/6/2015
E3-2.1L	ADMINISTRATION LIGHTING PLAN	3/6/2015
E3-2.1LC	ADMINISTRATION LIGHTING CALC NORMAL	3/6/2015
E3-2.1LCE	ADMINISTRATION LIGHTING CALC EGRESS	3/6/2015
E3-2.1P	ADMINISTRATION POWER PLAN	3/6/2015
E3-2.1S	ADMINISTRATION SIGNAL PLAN	3/6/2015
E3-2.2P	ADMINISTRATION ROOF POWER PLAN	3/6/2015
E3-3.1	ADMINISTRATION BUILDING ENLARGED PLAN	3/6/2015
E3-5.1	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-5.2	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-6.1	ADMINISTRATION F. A. RISER DIAGRAM	3/6/2015
E3-6.2	ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E3-8.1	ADMINISTRATION TITLE 24	3/6/2015
E3-8.2	ADMINISTRATION TITLE 24	3/6/2015
E4-2.1F	KINDERGARTEN FIRE ALARM PLAN	3/6/2015
E4-2.1L	KINDERGARTEN LIGHTING PLAN	3/6/2015
E4-2.1LC	KINDERGARTEN LIGHTING CALC NORMAL	3/6/2015
E4-2.1LCE	KINDERGARTEN LIGHTING CALC EGRESS	3/6/2015
E4-2.1P	KINDERGARTEN POWER PLAN	3/6/2015
E4-2.1S	KINDERGARTEN SIGNAL PLAN	3/6/2015
E4-3.1	KINDERGARTEN ENLARGED PLAN	3/6/2015
E4-5.1	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-5.2	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-6.1	KINDERGARTEN F. A. RISER DIAGRAM	3/6/2015
E4-6.2	KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E4-8.1	KINDERGARTEN TITLE 24	3/6/2015
E4-8.2	KINDERGARTEN TITLE 24	3/6/2015
E-4.0	SINGLE LINE DIAGRAM	3/6/2015
E-6.0	ELECTRICAL BLOCK DIAGRAMS	3/6/2015
E-7.1	MOUNTING DETAILS	3/6/2015
E-7.2	MOUNTING DETAILS	3/6/2015
E-7.3	MOUNTING DETAILS	3/6/2015
E-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E-7.6	MISC. DETAIL	3/6/2015
E-7.7	MISC. DETAIL	3/6/2015
E-7.8	FIRE ALARM DETAILS	3/6/2015
E-7.9	FIRE ALARM DETAILS	3/6/2015
E-7.10	SIGNAL DETAILS	3/6/2015
E-8.1	OUTDOOR LIGHTING TITLE 24	3/6/2015

FOOD SERVICE PLAN SHEETS

FS-001	SYMBOLS, NOTES & INDEX	6/8/2016
FS-101	EQUIPMENT FLOOR PLAN	6/8/2016
FS-201	EQUIPMENT SCHEDULE	6/8/2016
FS-301	PLUMBING PLAN	6/8/2016
FS-401	ELECTRICAL PLAN	6/8/2016
FS-501	REFRIGERATION & CONDUIT PLAN	6/8/2016
FS-502	REFRIGERATION DETAILS	6/8/2016
FS-503	WALK-IN DETAILS	6/8/2016
FS-601	BUILDING WORKS & EXHAUST PLAN	6/8/2016
FS-602	HOOD DETAILS	6/8/2016
FS-603	HOOD DETAILS	6/8/2016
FS-604	VEGETABLE WASHING SYSTEM	6/8/2016
FS-701	EQUIPMENT ELEVATIONS	6/8/2016
FS-801	CONSTRUCTION DETAILS & SECTIONS	6/8/2016

THEATRICAL LIGHTING PLAN SHEETS

TL2.1.1	STAGE LIGHTING PLAN	4/8/2016
TL2.1.2	STAGE LIGHTING RCP	4/8/2016
TL6.0.1	STAGE LIGHTING SECTION	4/8/2016
TL8.1.1	STAGE LIGHTING DETAILS	4/8/2016
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

LANDSCAPE PLAN SHEETS

L101	IRRIGATION PLAN	6/20/2016
L102	IRRIGATION PLAN	6/20/2016
L103	IRRIGATION LEGEND & NOTES	6/20/2016
L201	PLANTING PLAN	6/20/2016
L202	PLANTING PLAN	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016

EXHIBIT A

Scope of Work

Prepared by SVA Architects

PROJECT SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

00 00 02	TABLE OF CONTENTS	8/1/2016
00 07 00	GENERAL CONDITIONS	8/1/2016
01 11 00	SUMMARY OF WORK	8/1/2016
01 20 00	PRICE AND PAYMENT PROCEDURES	8/1/2016
01 30 00	ADMINISTRATIVE REQUIREMENTS	8/1/2016
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8/1/2016
01 32 00	CONSTRUCTION SCHEDULE - NETWORK ANALYSIS	8/1/2016
01 33 00	SUBMITTAL PROCEDURES	8/1/2016
01 42 30	REFERENCE STANDARDS	8/1/2016
01 45 00	QUALITY CONTROL	8/1/2016
01 45 80	TESTING LABORATORY SERVICES	8/1/2016
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8/1/2016
01 60 00	PRODUCT REQUIREMENTS	8/1/2016
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	8/1/2016
01 63 00	PRODUCT SUBSTITUTION PROCEDURES	8/1/2016
01 73 00	EXECUTION REQUIREMENTS	8/1/2016
01 73 20	CUTTING AND PATCHING	8/1/2016
01 77 00	CLOSEOUT PROCEDURES	8/1/2016

DIVISION 2 - EXISTING CONDITIONS

02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016

DIVISION 3 - CONCRETE

03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN -PLACE CONCRETE	8/1/2016

DIVISION 4 - MASONRY

04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016
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DIVISION 5 - METAL WORK

05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016

DIVISION 6 - WOOD AND PLASTIC

06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 6 - WOOD AND PLASTIC, continued**

06 50 00	OPEN WEB TRUSS	8/1/2016
06 60 00	RED-I JOIST	8/1/2016
06 70 00	REDLAM LVL	8/1/2016

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 14 00	FLUID-APPLIED WATERPROOFING	8/1/2016
07 16 16	CRYSTALLINE WATERPROOFING	8/1/2016
07 21 00	THERMAL INSULATION	8/1/2016
07 25 00	WEATHER BARRIERS	8/1/2016
07 28 00	BUILDING ENVELOPE UNDERLAYMENT	8/1/2016
07 31 10	ASPHALT SHINGLES	8/1/2016
07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)	8/1/2016
07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	8/1/2016
07 72 00	ROOF ACCESSORIES	8/1/2016
07 81 00	APPLIED FIREPROOFING	8/1/2016
07 84 00	FIRE STOPPING	8/1/2016
07 90 05	JOINT SEALERS	8/1/2016

DIVISION 8 - DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	8/1/2016
08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
08 43 13	ALUMINUM-FRAMED STOREFRONTS	8/1/2016
08 5 113	ALUMINUM WINDOWS	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 1	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 2	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 3	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 4	8/1/2016
08 80 00	GLAZING	8/1/2016

DIVISION 9 - FINISHES

09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/1/2016
09 21 16	GYPSUM BOARD ASSEMBLIES	8/1/2016
09 22 16	NON-STRUCTURAL METAL FRAMING	8/1/2016
09 22 36	METAL LATH	8/1/2016
09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
09 51 00	ACOUSTICAL CEILINGS	8/1/2016
09 65 00	RESILIENT FLOORING	8/1/2016
09 65 66	RESILIENT ATHLETIC FLOORING	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 9 - FINISHES, continued

09 68 00	CARPET TILE	8/1/2016
09 77 33	FIBER REINFORCED PANELS	8/1/2016
09 84 00	ACOUSTIC ROOM COMPONENTS	8/1/2016
09 84 13	FIXED SOUND-ABSORPTIVE PANELS	8/1/2016
09 90 00	PAINTING AND COATING	8/1/2016
09 93 00	CONCRETE STAINING	8/1/2016

DIVISION 10 - SPECIALTIES

10 11 01	VISUAL DISPLAY BOARDS	8/1/2016
10 14 00	SIGNAGE	8/1/2016
10 21 13	PLASTIC TOILET COMPARTMENTS	8/1/2016
10 22 29	FULL HEIGHT GLAZED PARTITION SYSTEM	8/1/2016
10 28 00	TOILET ACCESSORIES	8/1/2016
10 44 00	FIRE PROTECTION SPECIALTIES	8/1/2016
10 51 00	LOCKERS	8/1/2016
10 71 13	FIXED SUN SCREENS	8/1/2016
10 75 00	FLAGPOLES	8/1/2016

DIVISION 11 - EQUIPMENT

11 40 00	FOOD SERVICE EQUIPMENT	8/1/2016
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DIVISION 12 - FURNISHING

12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016

DIVISION 13 - SPECIAL CONSTRUCTION

13 00 00	NOT USED -	N/A
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DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	8/1/2016
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DIVISION 21 - FIRE SUPPRESSION

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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DIVISION 22 - PLUMBING

22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 23 - MECHANICAL**

23 05 00	COMMON WORK RESULTS FOR HVAC	8/1/2016
23 05 13	BASIC HVAC MATERIALS AND METHODS	8/1/2016
23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
23 07 00	HVAC INSULATION	8/1/2016
23 08 00	HVAC SYSTEMS COMMISSIONING	8/1/2016
23 08 13	ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING	8/1/2016
23 09 23	ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS	8/1/2016
23 30 00	AIR DISTRIBUTION	8/1/2016
23 33 19	DUCT SILENCERS	8/1/2016
23 38 13	KITCHEN VENTILATION SYSTEM	8/1/2016
23 80 00	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT	8/1/2016

DIVISION 26 - ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8/1/2016
26 05 13	BASIC ELECTRICAL MATERIALS AND METHODS	8/1/2016
26 05 19	LOW VOLTAGE WIRES	8/1/2016
26 05 26	GROUNDING BONDING	8/1/2016
26 05 33	RACEWAYS, BOXES, FITTINGS, AND SUPPORTS	8/1/2016
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
26 09 23	LIGHTING CONTROL SYSTEMS	8/1/2016
26 10 00	SERVICE ENTRANCE	8/1/2016
26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
26 24 13	SWITCHBOARDS	8/1/2016
26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
26 50 00	LIGHTING	8/1/2016
26 52 00	EMERGENCY POWER	8/1/2016
26 55 61	THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT	8/1/2016

DIVISION 27 - COMMUNICATIONS

27 05 36	CABLE TRAYS FOR COMMUNICATIONS	8/1/2016
27 51 16	PUBLIC ADDRESS/CLOCK SYSTEM	8/1/2016
27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 16 00	INTRUSION ALARM SYSTEM	8/1/2016
28 23 00	VIDEO SURVEILLANCE (CCTV) SYSTEM	8/1/2016
28 31 00	FIRE DETECTION ALARM	8/1/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	8/1/2016
32 12 16	ASPHALT PAVING	8/1/2016
32 13 13	CONCRETE PAVING	8/1/2016
32 16 13	CURBS AND GUTTERS	8/1/2016
32 17 13	PARKING CURBS	8/1/2016
32 17 23	PAVEMENT MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

APPENDICES

ACM SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Enviromental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL REPORT	Earth Systems Southern California	3/4/2014
MEPF CONTRACTOR QUALIFICATION PROCESS	Oxnard School District	
SWPPP REPORT	Rick Engineering Company	10/25/2016
SWPPP Plan	Rick Engineering Company	11/17/2016
Pre Bid RFI's - #1 - 52	SVA Architects, Inc.	11/15/2016



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OXNARD SCHOOL DISTRICT



ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

To: Marlene Hickie
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue #106
Oxnard, CA 93035

BID SUMMARY



BID SUMMARY
Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Building Summary

Elm Street Elementary School Reconstruction

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

Subtotal				\$ 18,681,807
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General Conditions				1,755,609
General Requirements				365,885
Contractors Bond		0.64%		148,101
CCIP		1.25%		287,739
Builders Risk		1.15%		268,303
Subcontractor Default Insurance		1.20%		224,182
General Contractor's Fee		4.00%		896,419

SUBTOTAL				\$ 22,628,045
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Contractors Contingency		3.00%		678,841
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TOTAL				\$ 23,306,886
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Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43



SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description		Recommended Subcontractor	Bids Received	Amount
01000	ALLOWANCES			\$ 960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$ 67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$ 58,648
03200	REINFORCING STEEL	Stantru	3	\$ 182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$ 1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$ 43,195
04200	MASONRY	Skidmore Masonry	2	\$ 79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$ 501,400
05700	ORNAMENTAL METALS			w/ Structural Steel
06100	ROUGH CARPENTRY	WS Klem	2	\$ 2,984,977
06200	MILLWORK / CABINETRY / COUNTERTOPS	ICI Millwork	4	\$ 65,042
07140	WATERPROOFING	Systems WP	4	\$ 95,436
07200	INSULATION	DJ Insulation	3	\$ 80,000
07540	ROOFING	Eberhard	4	\$ 344,200
07600	SHEET METAL	R&J SM	2	\$ 220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$ 236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$ 317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$ 1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$ 118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$ 190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$ 114,964
09900	PAINTING	Vanguard	8	\$ 329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$ 335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$ 525,000
10140	SIGNAGE	Kendall Sign	6	\$ 60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$ 48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$ 349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$ 24,950
14200	ELEVATORS	Otis	1	\$ 143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$ 283,790
22000	PLUMBING	Precision Plumbing	5	\$ 728,974
23000	HVAC	Sheldon Mech.	5	\$ 1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$ 2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$ 936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$ 239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$ 671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$ 270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$ 363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$ 519,039

SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description	Recommended Subcontractor	Bids Received	Amount
Subcontracted Direct Costs			
		140	\$ 18,681,807
General Conditions			\$ 1,755,609
General Requirements			\$ 365,885
General Contractor Bond		0.64%	\$ 148,101
CCIP		1.25%	\$ 287,739
Builders Risk		1.15%	\$ 268,303
Subcontractor Default Insurance		1.20%	\$ 224,182
General Contractor's Fee		4.00%	\$ 896,419
Contractor Contingency		3.00%	\$ 678,841
Total Contract Amount			\$ 23,306,886

ALLOWANCES

ALLOWANCES



ALLOWANCES

Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
December 9, 2016

Schedule of Allowances Included in Proposal		
1	Offsite Utilities Permits / Fees (Part of General Conditions Requirements 4.7.1)	\$ 15,000
2	B-Permit Offsite Plans - Hardscape (City Sidewalks, Curbs, Etc.) and Utilities (Sewer) - Plans Not Issued / Approved yet by City, Sewer Design Issues, Etc.	\$ 100,000
3	Unforeseen Utility Removal / Demolition	\$ 50,000
4	Site Fencing at New Field - 6' High Galvanized Chain-link	\$ 60,000
5	Remove and Replace City Sidewalk per General Note 8 on C-01 (Noted as Directed by City Engineer; QTY TBD) Assume 7' Wide at Montrose Ave	\$ 55,000
6	Remove and Relocate (2) Existing Portables and Demolish (1) Existing Portable Including Hookups (Elec, Plumbing, HVAC, Low Voltage)	\$ 60,000
7	Lead and Pesticide Abatement of Soil (No Recommendation Provided Within Hazardous Report)	\$ 125,000
8	Possible Additional Asbestos / Hazardous Material at Existing Buildings When Demolishing (Concealed Items Not Within Report)	\$ 25,000
9	Plumbing System Design Issues	\$ 100,000
10	Shoring at NE Corner of New Classroom Building and West End of Existing Classroom Building	\$ 20,000
11	Door Hardware Revisions to Comply with District Standards	\$ 45,000
12	Site Concrete Enhancements at Courtyard and Site Paving Areas per Pre-Bid RFI #57	\$ 20,000
13	School & Address Signage at the Admin Bldg. Not Shown. Reference 11/A-64.4 for 18" Aluminum Letters	\$ 12,000
14	Mitigate/Dewatering as Required for Shallow Water Table	\$ 18,000
15	Change Specified T8 Lamps to LED Light Fixtures/Controls	\$ 100,000
16	Add Upper & Lower Casework at Kitchen, Workrooms and Storage Rooms per SVA	\$ 45,000
17	Environmental and Geotechnical Testing of Imported Soil for District's Testing Lab	\$ 15,000
18	Kitchen Design Corrections to Meet Health Department Requirements	\$ 50,000
19	SCE Design Enhancements	\$ 45,000
TOTAL ALLOWANCES		\$ 960,000

QUALIFICATIONS

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
Base Bid	42,000	39,504	65,100	44,975	76,000	Incomplete
Spec #: 017300	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Set-up	Included	Included	Included	Included	Included	
Travel Costs	5,000	5,000	5,000	5,000	5,000	
Horizontal Control	Included	Included	Included	Included	Included	
Survey Boundary Map	5,800	5,920	5,800	5,800	5,800	
Excavation	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
Buildings	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
Site	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
Recommendation:	Amount					
Hunsaker & Assoc.	58,648					

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	10 Days	30 Days	30 Days	30 Days	60 Days	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Abatement						
Potential Inaccessible Asbestos Materials	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Asbestos as Surveyed	N/A	N/A	N/A	N/A	N/A	N/A
Abatement for Grading	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Demo - Standard Industries	297,500	331,603	322,000	331,603	331,603	331,603
Phase 1	Included	Included	Included	Included	Included	Included
Offsite per Page 4 of 4	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) PCC Curb and Gutter	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) Sidewalks	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) 2' AC Paving in Street Along Elm, Montrose and Fir - 9/C02	Included	Included	Included	Included	Included	Included
Sawcut AC in Street for New Utilities - C08	4,608	4,608	4,608	4,608	4,608	4,608
Sawcut and Remove (E) Curb Ramps for New ADA Ramps with Truncated Domes	Included	Included	Included	Included	Included	Included
Onsite Clearing / Demolition - C05	Included	Included	Included	Included	Included	Included
Underground Utility Location	2,400	2,400	2,400	2,400	2,400	2,400
Remove Existing Trees	Included	Included	Included	Included	Included	Included
Sawcut & Remove AC Paving Parking Lot	Included	Included	Included	Included	Included	Included
Remove Fencing and Gates	Included	Included	Included	Included	Included	Included
Remove (E) Utilities, SD & Irrigation	Included	Included	Included	Included	Included	Included
(E) Drywell per RFI 35	Included	Included	Included	Included	Included	Included
Remove Trash Enclosure	Included	Included	Included	Included	Included	Included
Phase 2	Included	Included	Included	Included	Included	Included
Remove All Existing Facilities - Portables & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Date Printed	12/6/2016
					Sharma Gen. Eng.	Toro Ent.
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Grading	579,100	536,995	533,500	720,118	748,340	589,068
Water Meter and Construction Watering for Own Scope	21,000	21,000	21,000	21,000	21,000	21,000
Move-Ins	Included	Included	Included	Included	Included	Included
April '17 Movie-In for MPR Bldg Due to Portables	Included	Included	Included	Included	Included	Included
Mass Excavation and Fine Grade Subgrade	Included	Included	Included	Included	Included	Included
Temp Soil Stabilization	7,500	7,500	7,500	7,500	7,500	7,500
Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39	Included	Included	Included	Included	Included	Included
Extend 5' from Perimeter Edges - RFI 7	Included	Included	Included	Included	Included	Included
Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7	Included	Included	Included	Included	Included	Included
1' Crushed Rock	Included	Included	Included	Included	Included	Included
Over-Ex at Elevator Pit, 1.5' Below Bottom and 3' Lateral per RFI 40	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Site Conditions	Included	Included	Included	Included	Included	Included
Sub-Grade Compaction of 95%	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Play Field (Phase 2)	Included	Included	Included	Included	Included	Included
Import per Geotech +/- 8,000 CY	Included	Included	Included	Included	Included	Included
Export Spoils Stockpiled by Others	\$19 / CY	\$20.30 / CY	\$29 / CY	\$25.57 / CY	\$26.10 / CY	\$28.80 / CY
Concrete Spoils	18,810	20,097	28,710	25,314	25,839	28,512
Site Utilities	9,500	10,150	14,500	12,785	13,050	14,400
Plumbing, Electrical	1,900	2,030	2,900	2,557	2,610	2,880
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
TOTALS	942,318	936,383	937,118	1,127,885	1,156,950	1,001,971
Recommendation:	Amount					
Damar Const.	936,383					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
Base Bid	384,000	221,230	205,557		
Spec #: 321126, 321216, 321723	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days					
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
AC Paving	Included	Included	Included		
Phase 1	Included	Included	Included		
Road Work at Elm, Montrose & Fir	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 8" Sub Base	Included	Included	10,981		
4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
Phase 1A	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
Phase 2	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
Striping	ABC Resources	Included	ABC Resources		
Parking Lot - 4/C02	14,368	9,800	14,368		
Concrete Wheel Stops - 7/Gen2	Included	Included	Included		
Stripe Crosshatch Areas	Included	Included	Included		
Standard Parking Spaces	Included	Included	Included		
Fire Lane Curbs Red - F12/A01.2	Included	Included	Included		
Handicap Parking Spaces	Included	Included	Included		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		



Bid Evaluation Report

Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.		Date Printed	12/6/2016
Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included			
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
TOTALS	401,532	239,302	260,553	0	0	0
Recommendation:	Amount					
Onyx Paving	239,302					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
Base Bid	See Below	625,000	479,000	Incomplete		
Spec #: 321213, 321613, 321713	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
On Site	Included	Included	Included			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg with Truncated Domes- 6/C02	2,040	Included	Included			
Curb & Gutters	21,890	Included	Included			
Parking Lot per C06	Included	Included	Included			
6" Curb and Gutter - 111/C03	Included	Included	Included			
6" PCC Curb - 111/C03	Included	Included	Included			
0" Curb - 12/C02	Included	Included	Included			
Curb Ends - 7/C02	Included	Included	Included			
Concrete Mow Curbs at Site Fencing and Site Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301	2,256	2,256	2,256			
Concrete Stairs at Stair 3 Per 1/A1-45.3	17,680	18,000	Included			
Fire Hydrant Bollards/Footings - 301/C04 (12)	Included	Included	Included			
3' Deep Footings	3,600	3,600	3,600			
Footings for Site Fencing and Gates - 3&4/A63.5	Included	Included	Included			
Kindergarten Bldg per RFI 41	Included	Included	Included			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
					Throughout Site per A0-1.1	Included
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250		Included			
Marquee Sign Footing & Cap per 18/S303	4,320	Included	Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 9&10/S303 - (3'-6" x 1'-4")	17,380	Included	17,380			
9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
Base for all Paving	41,045	Included	Included			
Reinforcing Steel for All Work	37,762	Included	39,300			
Control and Expansion Joints / Sealants	20,070	20,070	20,070			
Washout Bins	2,500	2,500	2,500			
Off Site	Included	Included	Included			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and Ramp per 10/Gen 5 & C06 (2)	Included	Included	Included			
Join and Match (E) Curb, Gutter, Sidewalk	10,724	Included	Included			
Driveway Entrances per 115/C03 (3)	6,732	Included	Included			
4' Ribbon Gutter in Street Drop Off - 117/C03	10,800	Included	Included			
8" PCC Turnouts per Pg 4of4 & 200/Pg 2	39,101	Included	38,000			
Site Pavers (MFR TBD)	45,177	45,177	45,177			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
TOTALS	671,962	775,311	711,847	0	0	
Recommendation:	Amount					
Lopez Eng.	671,962					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Pilgrim Fence					
Base Bid	270,872					
Spec #: N/A	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Chain Link Fencing	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
Steel Fence and Gates - (A0-1.1, No Spec)	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
Fencing Throughout Site per 9/A63.5	Included					
Single Gates Throughout Site - 1/A63.5 (1)	Included					
Double Gates Throughout Site - 8/A63.5 (9)	Included					
Panic Hardware at All Gates	Included					
TOTALS	270,872	0	0	0	0	0
Recommendation:	Amount					
Pilgrim Fence	270,872					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Planting	146,171	117,918	113,905	186,000	105,213	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root Barriers	Included	Included	Included	Included	Included	
Backfill Mix for Use of Planting	Included	Included	Included	Included	Included	
Planting Details per L302	Included	Included	Included	Included	Included	
Irrigation	169,413	149,757	143,545	178,000	189,247	
Irrigation Legend per L103	Included	Included	Included	Included	Included	
All Piping - Sch 40 PVC or Class 315 / Class 200 PVC	Included	Included	Included	Included	Included	
Irrigation POC on Fir Ave per L102 - RFI 12	Included	Included	Included	Included	Included	
Auto Controllers, Backflow Device, Master Valve and Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Dripline Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
Misc						
Gravel Floor Covering at Elec Enclosure - 1/A0-1.3	3,426	3,426	3,426	3,426	3,426	
Gravel Pads at Curb Cuts in Parking Lot - 14/C02	2,939	3,000	3,000	3,000	3,000	
2x2 Gravel 1-1.5" Dia x 4" Deep (4)	In Above	In Above	In Above	In Above	In Above	
DG - 2.5 Tons	Included	5,471	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & Geotextile Fabric	Included	In Above	In Above	In Above	In Above	
90 Day Maintenance	17,790	18,000	15,600	16,000	15,900	
(1) Year Warranty	Included	Included	Included	Included	Included	
Spoils Removal	2,275	3,000	3,000	3,000	3,000	
Move-Ins (2)	Included	Included	10,000	Included	Included	
TOTALS	428,292	363,185	369,596	466,546	396,906	0
Recommendation:	Amount					
Advanced Land. 2000	363,185					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.	Date Printed	12/6/2016
					Base Bid	154,165
Spec #: 032000	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Rebar	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab on Grade	Included	Included	Included			
Site Concrete Reinforcing	In Site Conc	In Site Conc	In Site Conc			
Site CMU Wall Reinforcing	In CMU	In CMU	In CMU			
Hoisting as Required	7,500	7,500	7,500			
Allowance - 5 Tons/2% per 7/S303	12,000	11,347	14,900			
Misc Site Work	11,750	11,750	11,750			
Conc Pads for HVAC Equip - 16/S301	In Above	In Above	In Above			
Conc Pad for Elec Equip at Elec Yard - 16/S301	In Above	In Above	In Above			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
TOTALS	185,415	232,139	182,550	0	0	
Recommendation:	Amount					
Stantru	182,550					

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt		Date Printed	12/6/2016
Base Bid	988,000	955,000			
Spec #: 031000, 033000-AD1	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mil. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			
Column Footings (F-2 & F-3) - 10/S302	Included	Included			
5" SOG - 3&4/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Elevator Pit per S-111	Included	Included			
1-6" W x 1'-6" D Continuous Footing Between Ext. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	Included	18,000			
Balco Stair Strips AB-2 per 6/A1-45.3	3,250	3,250			
Bldg 2-4	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt			Date Printed	12/6/2016
5" SOG - 384/S301	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included				
4" Conc Curb at Locker Alcove at MPR Bldg per 6/A64.4	450	450				
Dewatering as Required	See Allowances	See Allowances				
Setting Anchor Bolt Templates	Included	Included				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Wash Out Bins	Included	Included				
TOTALS	1,051,700	1,032,700	0	0	0	0
Recommendation:	Amount					
JT Wimsatt	1,032,700					



Bid Evaluation Report

Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Loyd Tonsing Masonry	Skidmore Masonry			Date Printed	12/6/2016
Base Bid	35,910	39,697				
Spec #: 042000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	45 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Site Masonry						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A01.3 & 9&10/S303	Included	Included				
Grouting as Required	Included	Included				
Furnish & Install Rebar for All CMU Site Walls	3,500	Included				
Scaffolding as Required	Included	Included				
Washout Bins	850	Included				
Mock-Up	2,500	2,500				
Precast Column Covers - 4/A64.4	36,847	36,847				
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
TOTALS	79,607	79,044	0	0	0	0
Recommendation:	Amount					
Skidmore Masonry	79,044					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Ironman, Inc	Golden State Steel		Date Printed	12/6/2016
Base Bid	481,000	475,480			
Spec #: 051200, 055000, 055100, 055213	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	14 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Steel	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 5x5 & 6x6	Included	Included			
HSS Beams at Elevator - 4/S501	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included			
Pipe Columns at Roof Hip Beams - 19/S602	Included	Included			
"W" Steel Beams at Elevator - S113 & 2/S501	Included	Included			
Bldg 2 - MPR	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 3 - Admin	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (4)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 4 - Kindergarten	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (10)	Included	Included			
Pipe Column at Roof Hip Beams - 19/S602 (1)	Included	Included			
Safety Cable Railing as Required	6,500	6,500			
FOB Anchor Bolts/ Templates for Own Work	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included			
Hoisting for All Work	Included	Included			
Steel Stairs	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included				
Stair 1 - A1-45.4	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Steel Stairs (Pan Filled Concrete)	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included				
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500				
Stair Railings and Guardrails	Included	Included				
Railings & Guardrails	Included	Included				
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included				
Stair Railings and Guardrails	Included	Included				
1-1/2" Handrail Both Sides - A63.2	Included	Included				
Guardrail at Midlandings - A63.2	Included	Included				
Guardrail at Top of Stairs - A63.2	Included	Included				
Stair 1 - A1-45.1	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Guardrails at 2nd Floor Walkways - A1-11.2	Included	Included				
Elevations - 12/A63.2	Included	Included				
Bldg 2 - MPR	Included	Included				
Roof Guardrail -16/A63.1	Included	Included				
1" & 1-1/2" Dia Galv. Tube Steel	Included	Included				
Site	Included	Included				
Steel Bollards at Fire Hydrants - 301/C04	4,800	4,800				
Metal Gates are Site Elec Yard - 4/A0-1.3	Included	Included				
6'-8"Wx8'H Gate (1)	Included	Included				
10'Wx8'H Gate (1)	Included	Included				
HSS Posts, 22 GA Corrugated Panels, Hinges, Cane Bolts and Embed Plates	Included	Included				
Misc. Metal	Included	Included				
L2x2 Bracket for Countertops in Bldg 3 Admin	Included	Included				
Rms 3-121 & 3-122 - 8/A64.3	Included	Included				
Ridge Connection Plates per 12/S612	Included	4,200				
Drinking Fountain Cane Rails per 11/Gen-5 (2)	900	Included				
Drinking Fountain Cane Rails per 6/Gen-4 (1)	450	Included				
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	4,500	4,500				
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included				

Bid Evaluation Report



Structural Steel		Elm Street Elementary School Reconstruction			Job Number	Elm
		Subcontractors			Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Elevator Sill Angle & Threshold	Included	1,200				
Roof Access Ladders - 2/A64.4	Included	Included				
Bldg 1 - Classroom (1)	Included	Included				
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
Fixed Sun Screens	Included	Included				
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included				
Bldg 1 - Classroom (8)	Included	Included				
Bldg 2 - MPR (6)	Included	Included				
Bldg 3 - Admin (2)	Included	Included				
Bldg 4 - Kindergarten (2)	Included	Included				
TOTALS	501,400	504,880	0	0	0	0
Recommendation:	Amount					
Ironman, Inc	501,400					

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Base Bid	2,903,000	2,895,000	Incomplete		
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included			
Spec #: 067000, 097733, 107113.43	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Rough Framing	Included	Included			
Wall Schedule per A61.1	Included	Included			
Plywood Sheathing as Shown on Wall Types	Included	Included			
MFR - Standard Structures	Included	Included			
GIU-Laminated Beams & Struc Eng. Beams	Included	Included			
MFR - RedBuilt Drawings 1-5	Included	Included			
Open Web Trusses, I-Joists, LVL	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	61,173	62,000			
Hold Down Schedule (A-H4)	Included	Included			
Shear Wall Panels per 2/S621	Included	Included			
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included			
Plywood Backboards - Electrical / Low Voltage	1,250	1,250			
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included			
Safety Railing as Required at Bldg 1 2nd Floor	3,200	3,200			
Bldg 1 - Classroom	Included	Included			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - S701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tetcum Panel Ceiling at Presentation/Serving Area Rm 105	In ACT	In ACT			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Admin	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Kiem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included			
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included			
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650			
Fixed Sun Screens	Included	Included			
Fire Treated Lumber	Included	Included			
Window Shades per 20/S602 & A64.5 & A64.6	Included	Included			
4x4 & 4x6 Beams	Included	Included			
3x3 @ 8" OC	Included	Included			
4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kicker	Included	Included			
4x6 & 4x10 Blocking per 3/S601	Included	Included			
Entrance Canopies per 17/S602 & A64.5 & A64.6	Included	Included			
4x10 & 6x10 Beams	Included	Included			
3x3 @ 8" OC	Included	Included			
Simpson Hardware	Included	Included			
4x Blocking	Included	Included			
Bldg 1 - Classroom	Included	Included			
Window Shades (8)	Included	Included			
Bldg 2 - MPR	Included	Included			
Window Shades (6)	Included	Included			
Entrance Canopies (1)	Included	Included			
Bldg 3 - Admin	Included	Included			
Window Shades (2)	Included	Included			
Entrance Canopies (2)	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Window Shades (2)	Included	Included			
FRP Panels - Miller Paneling	10,400	10,400			
MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo	Included	Included			
Janitors Closets (Not Shown)	Included	Included			
Bldg 1 - Janitors Closets - 104, 112, 204	Included	Included			
Bldg 4 - Janitors Closet - 114	Included	Included			
TOTALS	2,984,977	2,997,004	0	0	0
Recommendation:	Amount				
WS Kiem	2,984,977				

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stolo Cab.	Fremont Millwork	Dennis Reeves	ICI Millwork		
Base Bid	67,190	68,530	62,974	62,042		
Spec #: 062000, 064100, 123600	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	45 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Millwork						
Lower Cabinets with Hardware	Included	Included	Included	Included		
Plastic Laminate Finish	Included	Included	Included	Included		
Plastic Laminate Countertops	Included	Included	Included	Included		
Details per A64.3	Included	Included	Included	Included		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 101,2,6,7,8,9,18,19,20,21	Included	Included	Included	Included		
Rms - 201,2,6,7,8,9,11,13,14,15,16	Included	Included	Included	Included		
Bldg 3 - Admin per A3-11.1	Included	Included	Included	Included		
Countertops per 8/A64.3	Included	Included	Included	Included		
Rms - 3-121 & 3-122	Included	Included	Included	Included		
Rm - 3-125 - 1/A3-41.1	Included	Included	Included	Included		
Rm - 3-108 - 1/A3-41.2	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rm - 3-113 - 2/A3-51.1	Included	Included	Included	Included		
Rm - 3-111 - 1/A3-51.1	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-51.1	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1	Included	Included	Included	Included		
Install Countertop Supports	3,000	3,000	3,000	3,000		
TOTALS	70,190	71,530	65,974	65,042	0	0
Recommendation:	Amount					
ICI Millwork	65,042					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Base Bid	33,200	43,500	63,115	45,630		
Spec #: 071400, 071616, 079005	Included	Included	Included	Included		
Spec #: 099723	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Waterproofing	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 1 Classroom - 3/A63.4	Included	Included	Included	Included		
Under Topping Slabs at Exterior Decks	Included	Included	Included	Included		
Crystalline	Included	Included	Included	Included		
MFR - Euclid, Gemite, Koster or Vandez	Included	Included	Included	Included		
Inside of Elevator Pit	Included	Included	Included	Included		
Misc	Included	Included	Included	Included		
2" Thick WP at Flag Pole per 8/A64.4	2,000	2,000	2,000	2,000		
Caulking & Sealants	Included	Included	Included	Included		
Per Schedule in Specs 3.3	Included	Included	Included	Included		
Windows, Doors, Walls, As Shown	34,642	34,642	34,642	34,642		
Sealed Concrete per RFI 10	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 1- Classroom	In Above	In Above	In Above	In Above		
Rms - 104, 110A, 112, 116, 122, 204, 212, 217	In Above	In Above	In Above	In Above		
Bldg 2 - MPR	In Above	In Above	In Above	In Above		
Rms - 109 & 110	In Above	In Above	In Above	In Above		
Bldg 3 - Admin	In Above	In Above	In Above	In Above		
Rms - 116, 119, 123	In Above	In Above	In Above	In Above		

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Bldg 4 - Kindergarten	In Above	In Above	In Above	In Above		
Rms - 114, 115, 116	In Above	In Above	In Above	In Above		
TOTALS	95,436	105,736	125,351	107,866	0	0
Recommendation:	Amount					
Systems WP	95,436					

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products		Date Printed	12/6/2016
Base Bid	151,100	147,000			
Spec #: 076200, 077123, 077200	Included	Included			
Spec #: 034900	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Sheet Metal	Included	Included			
All General Sheet Metal: Roof, Decking, Walls	Included	Included			
Flashings	Included	Included			
Trim	Included	Included			
Flexible Flashing and Underlayment	Included	Included			
Flashing at Mechanical Pads	Included	Included			
SS Sill Pan at Ext. Storefront Base - 19/A62.3	Included	Included			
Bldg 1 - Classroom	Included	Included			
Balcony Flashing at 2nd Floor - 3/A63.4	Included	Included			
Bldg 2 - MPR	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
Bldg 3 - Admin	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
GSM Flashing at Wall Popout - 13/A64.2	Included	Included			
Door & Window Sill/Head Flashings	42,582	50,000			
Gutters & Downspouts - 12&13/A64.4 - RFI 26	Included	Included			
Galvanized, Rectangular Shaped - Painted	Included	Included			
Bldg 1 - Classroom	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Splash Blocks at Downspouts per Elevations	Included	Included			
Roof Hatch - 9/A63.1	Included	Included			
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included			
Prefab Curb by MFR	Included	Included			
Bldg 1 - Classroom - (1)	Included	Included			



Bid Evaluation Report

Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products			Date Printed	12/6/2016
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
GFRC Panels - RFI 50						
Bldg 2 - MPR - A2-11.2	12,697	12,697				
GFRC Panels at Parapet Overhang - 11/A64.2	In Above	In Above				
Bldg 3 - Admin	14,127	14,127				
GFRC Panels at Parapet Top - 11/A64.2	In Above	In Above				
TOTALS	220,506	223,824	0	0	0	0
Recommendation:	Amount					
R&J SM	220,506					

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Date Printed	12/6/2016
					Ferguson & Melvin	
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	90 Days	30 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Asphalt Shingles	Included	Included	Included	Included		
MFR - GAF, Owens-Corning, CertainTeed	Included	Included	Included	Included		
Underlayment per 072800	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.3	Included	Included	Included	Included		
Bldg 4 - Kindergarten - A4-11.2	Included	Included	Included	Included		
TPO Roofing	Included	Included	Included	Included		
MFR - Firestone or Equal per RFI 1	Included	Included	Included	Included		
Single Ply Roofing System	Included	Included	Included	Included		
Fully Adhered	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included		
R30 Rigid Insulation - RFI 22	Included	Included	Included	Included		
5/8" Coverboard at Roof per RFI 21	Included	Included	Included	Included		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included		
Parapet Walls	Included	Included	Included	Included		
Bldg 2 - MPR - A2-11.2	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.2	Included	Included	Included	Included		
TOTALS	344,200	422,350	472,000	352,124	0	0
Recommendation:	Amount					
Eberhard	344,200					

Bid Evaluation Report



Doors, Frames & Hardware	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Design Hardware	Star Hardware	Construction Hardware	Date Printed	12/6/2016
Base Bid	277,648	225,035	222,820		
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
Hollow Metal Doors and Frames	Included	Included	Included		
MFR per Specs	Included	Included	Included		
Frame Details - A62.1	Included	Included	Included		
Site					
Site 3'-4"x8' HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250		
Bldg 1 - Classroom - A1-52.1	Included	Included	Included		
Bldg 2 - MPR - A2-52.1	Included	Included	Included		
Bldg 3 - Admin - A3-52.1	Included	Included	Included		
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included		
Install HM Doors	Included	Included	Included		
Install HM Frames	In Drywall	In Drywall	In Drywall		
Install Wood Doors	Included	Included	Included		
Door Hardware	Included	Included	Included		
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included		
Door Thresholds	Included	Included	Included		
Misc. Door Hardware	Included	Included	Included		
Storefront Doors	13,000	11,550	12,760		
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing		
TOTALS	291,898	237,835	236,830	0	0
Recommendation:	Amount				
Construction Hardware	236,830				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Barbara Glass	Coast to Coast		Date Printed	12/6/2016
	Base Bid	259,650	No Bid		
Spec #: 084313, 085113, 088000, 102229	Included				
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included				
Acknowledgment of Addendum 1	Included				
Bid Good for 60 Days	Included				
Prevailing Wage	Included				
Prequalification per Bid Invite	N/A				
Attachment C Acknowledgement	N/A				
Aluminum-Framed Storefronts	Included				
MFR - Coral, CR Laurence, EFCO or Kawneer	Included				
SS Sill Pan at Ext. Storefront Base - 19/A62.3	In Sheet Metal				
Bldg 2- MPR	Included				
Alum Storefront Entrance Doors 101 per 1/A2-52.2 per RFI 51	Included				
Bldg 3 - Admin	Included				
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included				
Makers Space Room 120 - 3/A3-52.2	Included				
Health Office Room 113 - 2/A3-52.2	Included				
Entrances 101 & 126 - 4/A3-52.2	Included				
Storefront Hardware	33,125				
Aluminum Windows	Included				
BOD - Arcadia or EFCO, Wausau, YKK	Included				
Arcadia Series T200 - Factory Finish	Included				
1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI 23	Included				
Bldg 1 - Classroom - A1-52.2	Included				
Type 1 - 6x6 (46)	Included				
Type 2 - 4x6 (4)	Included				
Type 3 - 6x2 (42)	Included				
Bldg 2 - MPR - A2-52.1	Included				
Type 1 - 8x2 (2)	Included				
Type 2 - 6x2 (4)	Included				
Type 3 - 8x4 (2)	Included				
Type 4 - 10x4 (5)	Included				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
Glazing	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
Full Height Glazed Partition System	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
TOTALS	317,025	0	0	0	0	0
Recommendation:	Amount					
Santa Barbara Glass	317,025					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Date Printed	12/6/2016
					Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaproshield	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
All Required Caulking and Sealants at Penetrations	Included	Included	Included	Included	Included	Included
Scaffolding for Own Work	90 Days	90 Days	Included	Included	Included	Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	Included	Included	Included	Included	Included	Included
Drywall per Wall Schedule - A61.1 & A61.2	Included	Included	Included	Included	Included	Included
Drywall Ceilings per A60.2 & A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 - No Notes for Gyp on Roof Joists	Included	Included	Included	Included	Included	Included
Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-32.1 & A4-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
5/8" Drywall Vertical Surfaces	Included	Included	Included	Included	Included	Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included	Included	Included
Level 1-4 Finish at Locations per Specifications Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls per A61.1	Included	Included	Included	Included	Included	Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included	Included	Included
Installation of HM Door Frames Supplied by Others	25,250	25,250	25,250	25,250	25,250	25,250
Supply and Install of Access Panels 12x12	4,500	4,500	4,500	4,500	4,500	4,500
Installation of FEC Supplied by Others	3,000	3,000	3,000	3,000	3,000	3,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,801	10,802	10,803
TOTALS	2,317,950	1,559,031	1,848,940	1,674,898	1,516,532	1,689,941
Recommendation:	Amount					
Pacific Int. / Perlite Plaster	1,516,532					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stoneware Tile	J. Colavin & Son	Stonerock Tile			
Base Bid	118,809	145,690	171,350			
Spec #: 093000, 090561	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	60 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
MFR - Dal-Tile, Groups 2 & 3	Included	Included	Included			
DalTile Keysontes 2"x2" Mosaic - Floors	Included	Included	Included			
DalTile Ceramic 4-1/4"x4-1/4" - Walls in Checkerboard Pattern - RFI 25	Included	Included	Included			
Tile on Cement Backer Board	In Drywall	In Drywall	In Drywall			
Cold Applied Waterproofing Membrane	Included	Included	Included			
Men's & Women's Restrooms	Included	Included	Included			
Faculty Restrooms	Included	Included	Included			
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included			
Rms - 103, 105, 110, 111, 113, 203, 205	Included	Included	Included			
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included			
Rm - 114	In Above	Included	Included			
Quarry Tile in Rms 106, 107, 108, 111, 112, 113, 114	In Above	Included	Included			
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included			
Rms - 115, 117, 118	Included	Included	Included			
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included			
Rms - 107, 108, 112, 113	Included	Included	Included			
Sink Vestibule 106 & 111	Included	Included	Included			
TOTALS	118,809	145,690	171,350	0	0	0
Recommendation:	Amount					
Stoneware Tile	118,809					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elljay Acoustics	Date Printed	12/6/2016
					Cali-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,900	16,058	17,000	10,000	17,000
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
ACT Details per A64.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
Fixed Sound-Absorptive Panels	Included	Included	Included	Included	Included	Included
ACP-1 MPR/Gym	Included	Included	Included	Included	Included	Included
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included	Included	Included
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 -MPR	Included	Included	Included	Included	Included	Included
2" Tectum Ceiling Panels	Included	Included	Included	Included	Included	Included
Presentation Area - 8/A64.2	Included	Included	Included	Included	Included	Included
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736	2,736	2,736
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included	Included	Included
Acoustic Room Components	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



Acoustical Ceilings		Elm Street Elementary School Reconstruction				Job Number	Elm	
		Subcontractors				Bid Date	12/7/2016	
						Date Printed	12/6/2016	
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljjay Acoustics	Cali-USA Acoustics	Prime Acoustics		
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A		
TOTALS	194,496	232,636	215,362	301,736	190,736	240,736		
Recommendation:	Amount							
Cali-USA Acoustics	190,736							

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo		
Base Bid	200,370	201,500	248,200	366,593		
Spec #: 095100, 098400, 098413	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	60 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included	Included	Included		
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included		
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included		
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,000	17,000	17,000		
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A		
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A		
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A		
ACT Details per A64.1 & 2	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included		
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included		
Fixed Sound-Absorptive Panels	Included	Included	Included	Included		
ACP-1 MPR/Gym	Included	Included	Included	Included		
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included		
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included		
Acoustic Room Components	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo	Date Printed	12/6/2016
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
TOTALS	220,106	221,236	267,936	386,329	0	0
Recommendation:	Amount					
Cali-USA Acoustics	190,736					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721	108,814	
Spec #: 096500, 096566, 096800, 090561	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	60 Days	Included	60 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Flooring						
Minor Floor Prep	Included	Included	Included	Included	Included	
Testing for PH and Moisture	Included	Included	Included	6,500	Included	
Remediation if Applicable	\$3.70 / SF	\$5.25 / SF	\$5.00 / SF	\$5.00 / SF	\$5.00 / SF	
Resilient Flooring						
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom						
All Classrooms	Included	Included	Included	Included	Included	
VCT in Elevator Cab per 7/Gen-6	650	650	650	650	650	
Bldg 2 - MPR						
Rms - 102, 103, 104, 115	Included	Included	Included	Included	Included	
Bldg 3 - Admin						
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included	Included	
Bldg 4 - Kindergarten						
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
Carpet Tile						
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 29701 Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin						
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
Resilient Athletic Flooring						
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick	Included	Included	Included	Included	Included	

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Color A & B - A63.3	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
Rm - 101 & 105	Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3	5,500	5,500	5,500	5,500	5,500	
Volleyball Court	In Above	In Above	In Above	In Above	In Above	
Basketball Court	In Above	In Above	In Above	In Above	In Above	
TOTALS	121,150	197,768	158,895	115,371	114,964	0
Recommendation:	Amount					
Reliable Flooring	114,964					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors				Prime Painting	Valley Painting
	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard		
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RF1 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
Intumescent Fireproofing	110,000	93,125	110,000	110,000	110,000	110,000
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	Included	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	Included	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4	In Above	5,000	In Above	In Above	In Above	In Above

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
Base Bid	368,123	343,000	Incomplete		
Spec #: 099000	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalification per Bid Invite	N/A	N/A			
Painting and Coating					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
Bldg 3 Finish Sch - A3-53.1	Included	Included			
Bldg 4 Finish Sch - A4-53.1	Included	Included			
(2) Top Coats and (1) Coat Primer	Included	Included			
Exterior Plaster All Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
Intumescent Fireproofing	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
Bldg 1 - (22)	In Above	In Above			
Bldg 2 - (5)	In Above	In Above			
Bldg 3 - (4)	In Above	In Above			
Bldg 4 - (10)	In Above	In Above			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting		Date Printed	12/6/2016
TOTALS	478,123	453,000	0	0	0	0
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Visual Display Boards						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(4) per Classroom & (3) in RSP Rm = (87) Total	53,650	Included	Included			
Markerboards 4x8 (164)	58,000	Included	Included			
Markerboards 4x5.5 (8)	Included	Included	Included			
Tackboards 4x8 (40)	Included	Included	Included			
Tackboards 4x6 (20)	Included	Included	Included			
Tackboards 4x5.5 (4)	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(3) per Classroom = (12) Total	17,400	Included	Included			
Markerboards 4x8 (12)	Included	Included	Included			
Markerboards 4x6 (4)	Included	Included	Included			
Tackboards 4x8 (10)	Included	Included	Included			
Tackboards 4x6 (6)	Included	Included	Included			
TOTALS	527,857	525,000	527,666	0	0	0
Recommendation:	Amount					
Claridge	525,000					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	CA Signs - San Diego	John Pence Bldg Spec.
Base Bid	21,174	38,617	13,128	62,975	16,205	21,860
Spec #: 101400	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Signage						
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included	Included	Included
Sign Schedule per Gen-3 Sheet & Specs	Included	Included	Included	Included	Included	Included
Room Signs	Included	Included	Included	Included	Included	Included
Exit Signs	Included	Included	Included	Included	Included	Included
Stair Signs at Classroom Bldg	Included	Included	Included	Included	Included	Included
Restroom Signs	Included	Included	Included	Included	Included	Included
Assistive Listening Signage	Included	Included	Included	Included	Included	Included
Occupancy Signs	Included	Included	Included	Included	Included	Included
ADA Signage	Included	Included	Included	Included	Included	Included
Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
Site Signage	Included	Included	Included	Included	Included	Included
Marquee Sign - 15/A64.4	12,330	12,330	12,330	Included	12,330	12,330
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
Electronic Sign	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 17/A64.4	17,627	17,627	17,627	Included	17,627	17,627
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
TOTALS	68,831	79,774	60,785	69,475	63,862	69,517
Recommendation:	Amount					
Kendall Sign	60,785					

Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Inland Empire Arch	SDI	Russco	John Pence Bldg Spec.		
Base Bid	43,157	48,061	51,001	54,200		
Spec #: 102113.19, 102800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments & Accessories						
MFR - Ampco, Metpar, PSI, Scranton or Bradley	Included	Included	Included	Included		
Urinal & Vestibule Screens	Included	Included	Included	Included		
Solid Plastic Compartments	Included	Included	Included	Included		
Accessories, Hand Dryers, Mirrors, Shower Curtain Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/Broom Holder	5,600	Included	5,600	5,600		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included	Included		
Rms - 103, 105, 110, 111, 203, 205	Included	Included	Included	Included		
Rm - 113	Included	Included	Included	Included		
Janitors Closets - 104, 112, 204	Included	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included	Included		
Rm - 114	Included	Included	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included	Included		
Rms - 117, 118	Included	Included	Included	Included		
Rm - 115	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included	Included		
Sink Vestibules 106 & 111	Included	Included	Included	Included		
Janitors Closet - 114	Included	Included	Included	Included		
TOTALS	48,757	48,061	56,601	59,800	0	0
Recommendation:	Amount					
SDI	48,061					



Bid Evaluation Report

Fire Sprinklers			Elm Street Elementary School Reconstruction				Job Number	Elm
			Subcontractors				Bid Date	12/7/2016
Description			Apex Fire Protection	Superior Fire			Date Printed	12/6/2016
Base Bid			501,200	268,790				
Spec #: 212000			Included	Included				
Spec #:								
Furnished, Installed, FOB Jobsite, Tax Included			Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016			Included	Included				
Acknowledgment of Addendum 1			Included	Included				
Bid Good for 60 Days			60 Days	Included				
Prevailing Wage			Included	Included				
Prequalification per Bid Invite			Yes	Yes				
Attachment C Acknowledgement			N/A	N/A				
Fire Sprinklers			Included	Included				
MFR - Tyco			Included	Included				
Standard Upright, Pendant, Sidewall Sprinklers			Included	Included				
Bldg 1 - Classroom - FP02 & 3			Included	Included				
Bldg 2 - MPR - FP04			Included	Included				
Bldg 3 - Admin - FP05			Included	Included				
Bldg 4 - Kinder - FP06			Included	Included				
4" Fire Riser at Each Bldg - 1/FP07			Included	Included				
POC 5" Outside of Bldg			Included	Included				
Upright Sprinkler Deflectors as Shown			Included	Included				
Brass or White Finish			Included	Included				
Heads to be Centered in ACT Panels			Included	Included				
Furnish & Install Sleeves			Included	Included				
All Seismic Bracing, Hangers, Embeds as Required			Included	Included				
Hydrostatic Testing at 200 PSI for (2) Hours			Included	Included				
All Gauges, Valves, Flow and Tamper Switches			Included	Included				
Sound and Vibration Control			Included	Included				
All Bracing and Hangers - FP07			Included	Included				
Firestopping & Sealants as Required at Penetrations			Included	Included				
BIM Requirements			18,700	15,000				
TOTALS			519,900	283,790	0	0	0	0
Recommendation:			Amount					
Superior Fire			283,790					

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Description	Subcontractors				Bid Date
		Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.	Date Printed
Base Bid	671,450	513,546	456,457	526,000		
Spec #: 331000, 333000, 334000	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	60 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included		
Cutting and Capping of Existing Utilities	2,450	2,450	2,450	2,450		
Layout and Trenching	Included	Included	Included	Included		
Sawcutting for New Utilities	Included	Included	Included	Included		
Traffic Control	3,584	3,584	3,584	3,584		
Traffic Rated Trench Plates	Included	Included	Included	Included		
Temp Asphalt Patching	Included	Included	Included	Included		
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048		
Pressure Test and Flush System	Included	Included	Included	Included		
Sewer						
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included		
Cleanouts (8)	Included	Included	Included	Included		
All Piping and Connections to Main line (2)	Included	Included	Included	Included		
Storm Drain	3,000	3,000	3,000	2,600		
6", 8", 12" & 18" HDPE Storm Drain Pipe	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basins - 10/C02 (3)	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basin at Biofiltration - 11/C02 (3)	Included	Included	Included	Included		
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included		
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included		
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included		



Bid Evaluation Report

Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
Street Work (Sewer and Storm Trench Repairs Only)	See Allowances	See Allowances	See Allowances	See Allowances		
Base Pave Trenches	See Allowances	See Allowances	See Allowances	See Allowances		
Trench Repair	See Allowances	See Allowances	See Allowances	See Allowances		
Grind Existing	See Allowances	See Allowances	See Allowances	See Allowances		
Overlay with 1-1/2" Asphalt	See Allowances	See Allowances	See Allowances	See Allowances		
Lane Closure/Traffic Control	See Allowances	See Allowances	See Allowances	See Allowances		
Fire Water per C-08 (RFI 4)	Included	Included	Included	Included		
6" & 8" Class 150 C900 PVC Water Line	Included	Included	Included	Included		
Thrust Blocks - 320/C04	Included	Included	Included	Included		
Fire Hydrants per 300/C04 (3)	Included	Included	Included	Included		
8" Double Check Detector Backflow - 311/C04	Included	Included	Included	Included		
Post Indicator Valves (3)	Included	Included	Included	Included		
FDC (3)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Hydrant Bollards/Footings - 301/C04 (12)	3,000	3,000	3,000	2,600		
Fire Sprinkler Connections - 5' Outside Bldg	Included	Included	Included	Included		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	40,000	Included	Included		
Gas	Included	Included	Included	Included		
Gas Lines per Plumbing P005	N/A	N/A	45,000	N/A		
Performance Contingency						
TOTALS	698,032	580,128	519,039	541,895	0	0
Recommendation:	Amount					
J. Vega Eng.	519,039					

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000 Spec #:	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	15 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	Yes	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Plumbing						
Temporary Water Service & Distribution	Included	Included	Included	Included	Included	
All Related Trenching / Backfill	7,500	7,500	7,500	7,500	7,500	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
HW / CW Piping	Included	Included	Included	Included	Included	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Precision Plumbing	
Piping Insulation	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Access Panels - Furnish Only	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
Furnish and install all Metal Sleeves	Included	Included	Included	Included	Included	
Flashings at Roof Penetrations	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
All Related Caulking / Sealants	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Fire Stopping	Included	Included	Included	Included	Included	
Coring, as Required	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
Flush / Chlorinate / Disinfect Domestic Water	Included	Included	Included	Included	Included	
Ansul Gas valve	Included	Included	Included	2,500	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	767,473	902,141	802,500	747,000	728,974	0
Recommendation:	Amount					
Precision Plumbing	728,974					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
HVAC	Included	Included	Included	Included	Included	
Equipment	Included	Included	Included	Included	Included	
VAV - Anemostat	Included	Included	Included	Included	Included	
Fan Coil Units - Trane	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	Included	Included	Included	Included	Included	
VRF Diagrams M010 - M014	Included	Included	Included	Included	Included	
Exhaust Fans - Greenheck	Included	Included	Included	Included	Included	
Makeup Air - Greenheck	Included	Included	Included	Included	Included	
Air Handling Unit - Trane	Included	Included	Included	Included	Included	
Split AC Units - Trane	Included	Included	Included	Included	Included	
Supply Fans - Anemostat	Included	Included	Included	Included	Included	
Sound Traps - IAC Acoustic	Included	Included	Included	Included	Included	
Factory Curbs/ Install	Included	Included	Included	Included	Included	
Buildings	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, TAC, Trane, Carrier	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
6" Conc Pads for Equip - 16/S301	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
3 Makeup Air Units on Roof with Curbs	Included	Included	Included	Included	Included	
Kitchen Exhaust Ducting and Fans - M504 (Hood by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Date Printed	12/6/2016
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included	
Spring Isolation Hangers	Included	Included	Included	Included	Included	
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included	
Metal Ducts / Duct Work	Included	Included	Included	Included	Included	
Duct Liner	Included	Included	Included	Included	Included	
Supply & Return Air Plenums	Included	Included	Included	Included	Included	
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included	
Wall Louvers	Included	Included	Included	Included	Included	
Duct Insulation	Included	Included	Included	Included	Included	
Fire / Smoke Dampers	Included	Included	Included	Included	Included	
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included	
Mechanical Identification	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	1,273,955	1,406,229	1,399,230	1,226,000	2,119,673	0
Recommendation:	Amount					
Sheldon Mech.	1,226,000					

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description				Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Base Bid	2,440,000	2,385,000	2,440,275		
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265200, 265561	Included	Included	Included		
Spec #: 270536, 275116, 275123.50, 281600, 282300, 283100	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 days	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	Yes	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
Electrical	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included		
Temp Power Boxes and Cords	10,659	10,659	10,659		
Temporary Lighting	5,330	5,330	5,330		
Site	Included	Included	Included		
2" & 4" Conduits for Site Utilities - E1.1	Included	Included	Included		
Conduit Runs as Shown Site Plan - E1.2	Included	Included	Included		
Encase All Underground Conduits in Concrete per Note 6 on E0.1	Included	Included	Included		
Pour Back of Utility Trenches	Included	Included	Included		
Signal, Fire and Power Pull Boxes - 1/E7.7	Included	Included	Included		
Site Lighting Plan - E1.3	Included	Included	Included		
Site Lighting Fixtures, per Schedule	Included	Included	Included		
Site Signal, CCTV, FA Speakers - E1.6	Included	Included	Included		
U/G Power Distribution for Site Power	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included		
U/G Power Distribution for Site Lighting	Included	Included	Included		
Buildings 1-4	Included	Included	Included		
Lighting Fixtures per Schedule on E0.5	Included	Included	Included		
Mechanical Schedule - E0.6	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
				Cable Schedule - E0.4	Included
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included		
Distribution Panelboards	Included	Included	Included		
Panel Boards	Included	Included	Included		
Power Distribution	Included	Included	Included		
Conduits & Raceways	Included	Included	Included		
Terminal Cabinets & Racks	Included	Included	Included		
Cable Trays & Supports	Included	Included	Included		
Wiring / Conductors	Included	Included	Included		
Floor boxes	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included		
Connections to Existing Generator	Included	Included	Included		
Lighting Control Panel / System	Included	Included	Included		
Emergency Lighting / Exit Signs	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included		
Bldg 1 - Classroom	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Connections for all Kitchen Equipment	Included	Included	Included		
Conduit for Theatrical Lighting	Included	Included	Included		
Elec Room 102 - E2-4.1	Included	Included	Included		
Bldg 3 - Admin	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Power for VAV & Rooftop Equipment	Included	Included	Included		
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included		
Bldg 4 - Kindergarten	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included		
Single Line Diagram - E4.0	Included	Included	Included		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included		
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included		
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc		
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included		
MFR - Electronic Theatre Controls (ETC)	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.			
Bldg 2 - MPR (TL2.1.1 & 2)	Included	Included	Included			
Dimmer Racks and Controls	Included	Included	Included			
Stage Lighting Control System	Included	Included	Included			
Lighting Track & Fixtures - 10/TL8.1.1	Included	Included	Included			
Panels & Receptacles	Included	Included	Included			
Miscellaneous	Included	Included	Included			
Plywood Backboards	In Rough Framing	In Rough Framing	In Rough Framing			
Flashings at Penetrations	Included	Included	Included			
Caulking / Sealants	Included	Included	Included			
Sleeves / Fire Caulking / Firestopping - 1/E0.7	Included	Included	Included			
BIM Requirements	15,000	15,000	15,000			
Low Voltage Systems	Included	Included	Included			
Computer Network Cabling	Included	Included	Included			
Communications Cabinets, Racks, Frames and Enclosures - E7.10	Included	Included	Included			
Communications Cabling	Included	Included	Included			
Devices, Equipment, Conduit & Conductors	Included	Included	Included			
Public Address/Clock System	Included	Included	Included			
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included			
Alt by Valcom	Included	Included	Included			
Assistive Listening System	Included	Included	Included			
MFR - Listen Technologies	Included	Included	Included			
FM Transmitters - LT-700 LT-800	Included	Included	Included			
Receiver - LR-100 & LR-400	Included	Included	Included			
(1) 8-Hour Training Session	Included	Included	Included			
Intrusion Alarm System	26,080	Included	26,080			
Contractor to Have C7 and C10 License	In Above	Included	In Above			
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above			
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above			
Video Surveillance (CCTV) System	72,395	Included	72,395			
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above			
MFRs - Per Specs	In Above	Included	In Above			
Fire Detection Alarm	88,292	Included	Included			
Fire Alarm System	In Above	Included	Included			
MFR - Notifier, Simens, Simplex, Johnson or Gamewell-FCI	In Above	Included	Included			
Complete Addressable Fire Alarm System	In Above	Included	Included			

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Subcontractors				Date Printed	12/6/2016	
Description	Venco Elec.	Taft Elec.	Oilfield Elec.			
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included			
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included			
Elevator System - E0.4	In Above	Included	Included			
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included			
Conduit & Back Boxes	In Above	Included	Included			
Submittals / Shop Drawings / As-Built	In Above	Included	Included			
TOTALS	2,657,756	2,415,989	2,569,739	0	0	0
Recommendation:	Amount					
Taft Elec.	2,415,989					

Bid Evaluation Report



Building Specialties		Elm Street Elementary School Reconstruction		Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Div	Description	Amount	Recommended Subcontractor	Bids Received	
104400	Fire Extinguishers & Specialties FEC at Elec Yard - Surface Mount per 16/A64.4 (1) Bldg 1 - FEC 1/A64.4 (22) Bldg 2 - FEC 1/A64.4 (3) Bldg 3 - FEC 1/A64.4 (3) Bldg 4 - FEC 1/A64.4 (2)	6,150	Glendon Co.	5	
105100	Lockers MFR - Art Metal, Penco, Republic Locker Alcove 2-113 2-Tier Lockers per 6&7/A64.4	1,650	John Pence	3	
107500	Flagpoles Flag Pole 35' per 8/A64.4 (1) Set Pole Footing per Site Concrete	4,293	Pole Tech	2	
114800	Physical Education Equipment MFR - Jaypro, Cassidy, Draper Volleyball Sleeves, Standards, Net, Antenna Ref Stand and Pad	5,150	Bernards		
124813	Entrance Floor Mats MFR - AFP, RC Musson, Pawling Rubber Mat 1/4" Thick, 48x72	N/A	N/A		
126823	Folding Cafeteria Tables	OFOI	OFOI		
N/A	Misc Site Furnishings Benches at Site per S32/A0-1.1 (18) Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5 Relocate Existing Playground Equipment and Reinstall at New Areas - S39/A0-1.1 New Conc Footings (TBD) Basketball Pole & Basket - 7/A63.6 (6) Coat Hooks - 14/A64.4 Dull Chrome - Single MFR - McMaster-Carr 1760A2 Wall-Mount Hook, Chrome-Plated Brass, 1-1/4" Wide x 1-1/2" High x 1-5/8" Deep Bldg 1 = 544 Bldg 4 = 60	128,099	Bernards		
N/A	Misc Equipment (TV's) TV's in Classrooms MFR - Sharp 50" & 60" LE65OU Wall Mount - Chief TS318TU Ceiling Mount - Chief MCM1U Bldg 1 - Classroom 60" TV's in Classroom Bldg per 9/A64.4 (62) TV Mounts (62) Bldg 4 - Kindergarten 50" TV's in Classroom Bldg per 11/A64.3 (4) TV Mounts (4)	121,300	Bernards		
N/A	Final Cleanup Exterior Interior	68,534	Bernards		
Total		335,176	Bids Received	10	

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Change Order No. 23 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction (Penanhoat/CFW)

Over the course of the construction of the Elm Elementary School Reconstruction Project, the District has requested modifications to the project to enhance the functionality of the new buildings and campus. COR's No. 427 & 551R1, revise the bubblers on classroom sinks to meet disabled access code requirements and provide covering for plumbing pipes under the sinks. COR 452R1 provides added structural reinforcement to site column pedestals. Change Order No. 23 provides for the Board's ratification of the following three (3) COR's:

- COR No. 427 - Plumbing Classroom Sinks
- COR No. 551R1 - Add backs to Casework at Sinks
- COR No 452R1 - Rebar for Added Col Pedestals

FISCAL IMPACT:

Twenty Thousand Nine Hundred Thirty Nine Dollars and Zero Cents (\$20,939.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget as per the June 2019 Six-month report.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #23 for Master Agreement #16-199 with Bernard Bros. Inc.

ADDITIONAL MATERIALS:

- Attached:** [Change Order #023 - Bernards Bros Inc \(2 Pages\)](#)
[COR No. 427 - Plumbing Classrm Sinks \(10 Pages\)](#)
[COR No. 551R1 - Add backs to Casework at Sinks \(42 Pages\)](#)
[COR No. 452R1 - Rebar for Added Col Pedestals \(22 Pages\)](#)
[Construction Services Agreement #16-199 9 \(108 Pages\)](#)



CHANGE ORDER

Date: 08.07.2019

CHANGE ORDER NO. 023

PROJECT: ELM E.S. RECONSTRUCTION PROJECT
 O.S.D. BID No. N/A
 O.S.D. Agreement No. 16-199

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

ARCHITECT SVA Architects, Inc.
 6 Hutton Centre Drive, Ste. 1150
 Santa Ana, CA 92707

CONTRACTOR:
 Bernards Bros. Inc.
 555 First Street
 San Fernando, CA 91340
 Attn: Carl Magness

Architects Proj. No.: 2013-40159
 D.S.A. File No.: 56-22
 D.S.A. App. No.: 03-116407

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All 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.....	\$ 23,306,886.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 2,980,221.00
ADJUSTED CONTRACT SUM.....	\$ 26,287,107.00
NET CHANGE - \$ 20,939.00
Total Change Orders to Date: 023.....	\$ 3,001,160.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 023.....	\$ 26,308,046.00

Commencement Date:January 30, 2017
 Original Completion Date:October 16, 2018
 Original Contract Time:661 Calendar Days
 Time Extension for all Previous Change Orders:000 Calendar Days
 Time Extension for this Change Order:000 Calendar Days
 Adjusted Completion Date:October 16, 2018

Percentage(12.87%)

1392

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 427- Plumbing Classroom Sinks				\$4,871.00
2.	COR No. 551R1- Add backs to Casework at Sinks		\$14,806.00		
3.	COR No 452R1- Rebar for Added Col Pedestals			\$1,262.00	
4.					
	TOTAL		\$14,806.00	\$1,262.00	\$4,871.00

Total Change Order No. 023.....\$ 20,939.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DIRECTOR OF PURCHASING: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 427 R0

Date: 12/22/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

RFI 536

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add offset tail pieces and extensions to the classroom building sinks so ADA knee space requirements could be met.	Precision Plumbing-Mechanical	4,236
<p>Reason: The classroom sinks have an integrated hole for the installation of a bubbler, and that bubbler needs to be within 5" of the front edge of the countertop to meet ADA code requirements. When the sink is installed in the location where the bubbler meets ADA requirements, the traps and original tail pieces infringed upon the knee space required by ADA code, hence the necessity of installing offset tail pieces and extensions. This was rework/additional materials that was not included in the original scope.</p> <p>Requested By: SVA Architects</p> <p>Ref: RFI 536</p>		
		Subtotal: 4,236
Contractual Costs		
Overhead 15%		635
		Subtotal: 635
Total Change Order Request Amount:		4,871

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.



CHANGE ORDER REQUEST

Signature

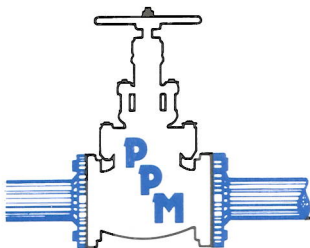
Signature

Printed Name & Title

Printed Name & Title

Date

Date



PRECISION Plumbing-Mechanical

5350 Gabbert Road • Moorpark, CA 93021 • (805) 529-4748 • fax (805) 529-5433

Proposal

Page No. _____ of _____ Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby propose to furnish in accordance with specifications below, or on attached pages, all labor and materials necessary to complete the following:

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Daniel Bascom
Daniel Bascom

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature _____

1396

Date of Acceptance: _____

Signature _____



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Foreman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2017 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.78	\$ 76.17	\$ 101.56
Vacation & Holiday Accrual	\$ 3.34	\$ 5.01	\$ 5.01
Hourly Taxable Wage Costs Subtotal	\$ 54.12	\$ 81.18	\$ 106.57
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.15	\$ 4.72	\$ 6.30
Medicare	\$ 0.74	\$ 1.10	\$ 1.47
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.45	\$ 0.67	\$ 0.89
Workers Compensation Insurance	\$ 10.73	\$ 10.73	\$ 10.73
General Liability Insurance (If Applicable)	\$ 4.19	\$ 6.29	\$ 8.26
Hourly Payroll Tax & Insurance Subtotal	\$ 19.32	\$ 23.61	\$ 27.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 95.95	\$ 127.30	\$ 156.86

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: Precision Plumbing Mechanical **Trade:** Plumber
Date: 5/8/2017 **Classification:** Journeyman
Project: Elm Street Elementary School
Rate Effective Through: July 1, 2016 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.16	\$ 66.24	\$ 88.32
Vacation & Holiday Accrual	\$ 3.03	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 47.19	\$ 70.79	\$ 92.87
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.74	\$ 4.11	\$ 5.48
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.05	\$ 0.08	\$ 0.11
SUI	\$ 0.39	\$ 0.58	\$ 0.78
Workers Compensation Insurance	\$ 9.34	\$ 9.34	\$ 9.34
General Liability Insurance (If Applicable)	\$ 3.66	\$ 5.49	\$ 7.20
Hourly Payroll Tax & Insurance Subtotal	\$ 16.82	\$ 20.56	\$ 24.18
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.16	\$ 8.16	\$ 8.16
Pension & Retirement (or equivalent)	\$ 7.65	\$ 7.65	\$ 7.65
Training (or equivalent)	\$ 6.70	\$ 6.70	\$ 6.70
Hourly Benefits Subtotal	\$ 22.51	\$ 22.51	\$ 22.51
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.52	\$ 113.86	\$ 139.56

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 536

Project: Elm Elementary School Reconstruction Project

Date: 11-13-18
Discipline: Plumbing

Subject: Offset Grid Drains at ST-1 Classroom Sinks

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Due to the ST-1 classroom sinks being moved closer to the front of the casework the p-traps will intrude into the ADA knee clearance. The only solution for this issue is to use offset drains as shown in attachment "A". There will be additional costs associated with this. Please advise.

ANSWER

Concurred. No Exceptions Taken

H. Mozaffari, R & A - Nov.14, 2018

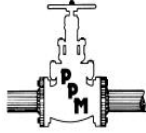
RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Precision Plumbing-Mechanical	Daniel Bascom	11/15/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Daniel Bascom - Precision Plumbing-Mechanical - Author Number: 57

Submitted By: Gina Sierra - Bernards



PRECISION PLUMBING-MECHANICAL

5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

REQUEST FOR INFORMATION

RFI # 57

Job Name:	Job #:	Date:
Elm St. Elementary School	215	11/13/2018
To:	Author:	
Alex Rivera	Daniel Bascom	
Drawing #:	Detail #:	Note #:
N/A	N/A	N/A
Subject:	Cost Impact:	Schedule Impact:
Offset Grid Drains at ST-1 Classroom Sinks	Yes	Yes
Description of Information/Clarification Required:		
Due to the ST-1 classroom sinks being moved closer to the front of the casework the p-traps will intrude into the ADA knee clearance. The only solution for this issue is to use offset drains as shown in attachment "A". There will be additional costs associated with this. Please advise.		
Recommendation:		
Response:		
Response By:	Date:	

PFOD100

Offset Drain



Product Features

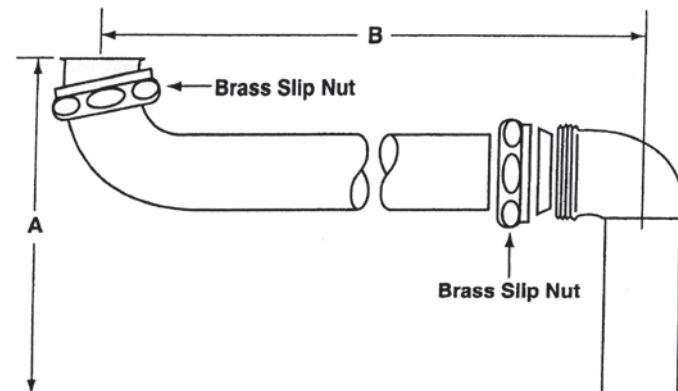
- Chrome plated 1-1/2" offset drain



PFOD100

Product Number	Description	A	B
PFOD100	1-1/2" offset drain less strainer	6-1/4"	12-3/4"

Product Specifications



Warranty and Codes

This PROFLO product carries a 1-year limited warranty.





CHANGE ORDER REQUEST

COR No. 551 R1

Date: 2/7/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Casework Backs

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add backs to casework in Classrooms.	ICI Architectural Millwork Inc	12,875
Reason: Plumbing would be visible without the backs so casework backs were added to conceal the plumbing. This is additional work not included in the original scope.		
Requested By: SVA Architects		
Ref: Attached submittal		
		Subtotal:
		12,875
Contractual Costs		
Overhead 15%		1,931
		Subtotal:
		1,931
Total Change Order Request Amount:		14,806

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



CHANGE ORDER REQUEST

COR No. 551 R0

Date: 2/7/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Casework Backs

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add backs to casework in Classrooms.	ICI Architectural Millwork Inc	14,614
Reason: Plumbing would be visible without the backs so casework backs were added to conceal the plumbing. This is additional work not included in the original scope.		
Requested By: SVA Architects		
Ref: Attached submittal		
		Subtotal:
		14,614
Contractual Costs		
Overhead 15%		2,192
		Subtotal:
		2,192
Total Change Order Request Amount:		16,806

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



HOURLY LABOR COST RATES

Sub/Contractor: ici Architectural Millwork Inc. **Trade:** Carpenter
Date: 8/1/2018 **Classification:** Cabinet Installer
Project: Elm Elementary Schppl
Rate Effective Through: December 31, 2018 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 41.25	\$ 80.44	\$ 101.07
Vacation & Holiday Accrual	\$ 5.60	\$ 5.60	\$ 5.60
Hourly Taxable Wage Costs Subtotal	\$ 46.85	\$ 86.04	\$ 106.67
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.56	\$ 4.99	\$ 6.27
Medicare	\$ 0.60	\$ 1.17	\$ 1.47
FUI	\$ 0.05	\$ 0.10	\$ 0.12
SUI	\$ 0.36	\$ 0.71	\$ 0.89
Workers Compensation Insurance	\$ 8.72	\$ 8.72	\$ 8.72
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 12.29	\$ 15.68	\$ 17.46
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.10	\$ -	\$ -
Pension & Retirement (or equivalent)	\$ 4.91	\$ -	\$ -
Training (or equivalent)	\$ 0.57	\$ -	\$ -
Hourly Benefits Subtotal	\$ 12.58	\$ -	\$ -
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 71.72</u>	<u>\$ 101.72</u>	<u>\$ 124.13</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



SUBMITTAL TRANSMITTAL FOR SUBCONTRACTOR ACTION

To: Izhak Korin
ICI Architectural Millwork Inc
6820 Brynhurst Ave
Los Angeles , CA 90043

Date: 5/22/2018
Transmitted By: Gina Sierra
2501 Gisler Ave.
Oxnard, CA 93033

Project: Elm Elementary School Reconstruction Project

PACKAGE NO.	REVISION	DESCRIPTION	CORRECTIONS DUE
137 - 064100	1	Architectural Wood Casework -Shop drawings	06/01/2018

RESUBMISSION REQUIRED

Qty	Specification Reference	Rev	Description	Notes	Action	
					RR	RJ
1	12 36 00 - 1.04c	0	Countertops: Shop Drawings		✓	
1	06 41 00 -	1	Architectural Wood Casework-Shop Drawings		✓	

Action Legend: RR - Revise and Resubmit : RJ - Rejected / New Submittal Required

NO RESUBMISSION REQUIRED

Qty	Specification Reference	Rev	Description	Notes	Action		
					RE	RC	FR
1	06 41 00 - 1.03e	0	Architectural Wood Casework: Samples	Wilsonart standard laminate: Spiced Zephyr 4859-60 Matte Finish	✓		
1	12 36 00 - 1.04d	0	Countertops: Samples	Wilsonart standard laminate: Spiced Zephyr 4859-60 Matte Finish	✓		

Action Legend: RE - Reviewed : RC - Reviewed w/ Comments : FR - For Record

REMARKS

See attached comments
Revise and Resubmit - Need revised packet by 6/1/18.
Note: Provide back panel under all sinks locations at casework



Fine Cabinetry•Millwork•Furniture

Project Information	
Project #	760
Title	760 Elm St. Elementary
Address	450 East Elm St.
City, State, Zip	Oxnard, CA 93030
Country	

Submittal #	005
Date	5-4-18
Subject	Revised Shop Drawings
Response Due	

From	
Contact	Marcela Hernandez
Company	ici ARCHITECTURAL MILLWORK, INC.
Address	6820 Brynhurst Ave.
City, State, Zip	Los Angeles, CA 90043
Country	United States
Phone	(323) 759-4993
Fax	323-759-4944

To	
Contact	Jaime Pace
Company	Bernard's Builders
Address	555 First Street
City, State, Zip	San Fernando CA 91304
Country	
Phone	
Fax	

Please respond to the following items.

Submittal Items

Items 1.Revised Shop Drawings

Manufacturer Information:

Manufacturer
Catalog #
UPC

References:

Drawing
Location
Spec Section
Other

Response:

Approved Approved As Noted
 Rejected Revise and Resubmit

Comments

OXNARD SCHOOL DISTRICT

ELM STREET ELEMENTARY SCHOOL

450 EAST ELM STREET - OXNARD, CA.



PROJECT INFORMATION

PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA.
DATE: 9/04/17

PROJECT TEAM

CONTRACTOR:
NAME
ADDRESS
CITY/STATE/ZIP
PHONE:
PM:
PM PHONE:

ARCHITECT:
SVA ARCHITECTS
3 MACARTHUR PLACE - SUITE 850
SANTA ANA, CA. 92707
PHONE: 949.809.3380
FAX:

MILLWORK CONTRACTOR:
ICI ARCHITECTURAL MILLWORK
6820 BRYNHURST AVENUE
LOS ANGELES, CA. 90043
PHONE: 323.759.4993

ICI PROJECT MANAGER:
IZHAK KORIN
PHONE: 323.759.4993
CELL: 323.353.5098
EMAIL: IZHAK@ICIMILLWORK.COM

ICI PROJECT ADMINISTRATOR:
MARCELA HERNANDEZ
PHONE: 323.759.4993
EMAIL: MARCELLA@ICIMILLWORK.COM

DRAWING INDEX

- CV-1 COVER SHEET
- MT-1 SPECIFICATION AND MATERIALS
- FP-1 LEVEL ONE MILLWORK PLAN
- FP-2 LEVEL TWO MILLWORK PLAN
- FP-3 LEVEL THREE MILLWORK PLAN
- FP-4 LEVEL FOUR MILLWORK PLAN
- C1 HEALTH OFFICE 3-113
- C2 STAFF LOUNGE 3-111
- C3 KINDERGARTEN 4-101 & 4-102
- C4 KINDERGARTEN 4-103 & 4-104
- C5 CLASSROOM 1-101 & 1-106
- C6 CLASSROOM 1-107 & 1-109
- C7 CLASSROOM 1-120 & 1-201
- C8 CLASSROOM 1-206 & 1-207
- C9 CLASSROOM 1-208 & 1-213
- C10 CLASSROOM 1-215 & 1-102
- C11 CLASSROOM 1-108 & 1-119
- C12 CLASSROOM 1-121 & 1-202
- C13 CLASSROOM 1-209 & 1-211
- C14 CLASSROOM 1-214 & 1-216
- D1 CABINET DETAILS
- D2 CABINET DETAILS
- D3 CABINET DETAILS
- D4 CABINET DETAILS



PROJECT NAME:

ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:

BY:

REVISIONS

REV. #	REV. DATE
A	4/15/18

PROJECT NO.

760

SHEET

CV-1

FINISH SCHEDULE

DECORATIVE LAMINATE AT EXPOSED SURFACES							
TAG	DESCRIPTION	MANUFACTURER	MANUFACTURER #	COLOR	FINISH	LOCATION	REMARKS
FL1	HPDL	T.B.D.	T.B.D.	T.B.D.	T.B.D.	CABINETS	
FL2	HPDL	T.B.D.	T.B.D.	T.B.D.	T.B.D.	COUNTER TOPS	
FL3	-	-	-	-	-	-	
FL4	-	-	-	-	-	-	
FL5	-	-	-	-	-	-	

Wilsonart Standard laminate Spiced Zephyr 4859-60 Matte Finish

EDGE BANDING							
TAG	DESCRIPTION	MANUFACTURER	MANUFACTURER #	COLOR	FINISH	LOCATION	REMARKS
EB1	1MM	-	-	MATCH CABINET	-	CABINET DOORS/DRAWERS	
EB2	1MM	-	-	MATCH CABINET	-	CABINET BOX	
EB3	SELF EDGED	-	-	-	-	COUNTER EDGE	
EB4	-	-	-	-	-	-	
EB5	-	-	-	-	-	-	

SOLID LUMBER		
TAG	DESCRIPTION	REMARKS
SL1	-	
SL2	-	
SL3	-	
SL4	-	
SL5	-	

FINISHING		
TAG	DESCRIPTION	REMARKS
F1	-	
F2	-	
F3	-	
F4	-	
F5	-	

HARDWARE					
TAG	DESCRIPTION	MANUFACTURER	MODEL #	FINISH	REMARKS
H1	5 KNUCKLE HINGE	-	-	MILL	
H2	4" WIRE PULL	-	-	CHROME	
H3	FULL EXTENSION DRAWER SLIDES	"FULTERER"	5000 SERIES	MILL	
H4	5 MM SHELF PINS	-	-	CHROME	
H5	DOOR/DRAWER CAM LOCK	-	-	CHROME	
H6	METAL COUNTER SUPPORT	-	-	MILL	
H7	WIRE GROMMET	-	-	BLACK PLASTIC	
H8	-	-	-	-	
H9	-	-	-	-	
H10	-	-	-	-	

SHEET GOODS	
TAG	DESCRIPTION
M1	3/4" PARTICLE BOARD
M2	1/2" PARTICLE BOARD
M3	1/4" PARTICLE BOARD
M4	3/4" WHITE MELAMINE
M5	1/2" WHITE MELAMINE
M6	1/4" WHITE MELAMINE
M7	3/4" SHOP PLYWOOD
M8	-
M9	-
M10	-

EXCLUSIONS	
TAG	DESCRIPTION
E1	VINYL BASE
E2	SINK BOWLS
E3	GLASS
E4	STEEL
E5	GYP. BD.

EXCLUSIONS	
TAG	DESCRIPTION
E6	MARKERBOARD
E7	TACKBOARD
E8	-
E9	-
E10	-

W.I. CABINET STANDARDS	
GRADE	CUSTOM
STYLE	OVERLAY
TYPE	FLUSH



Fine Cabinetry•Millwork•Furniture

PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:

BY:

REVISIONS

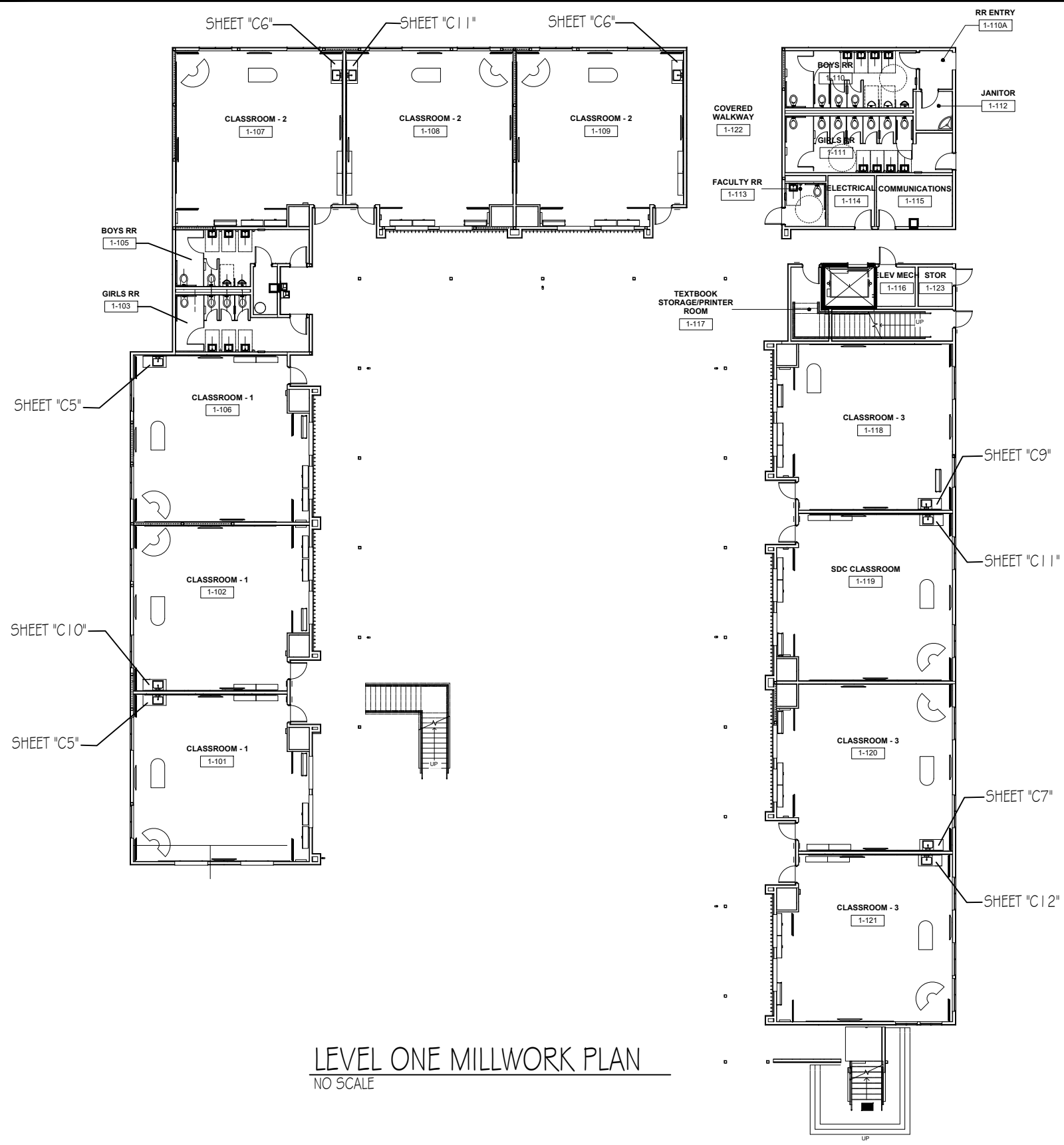
REV. #	REV. DATE
A	4/15/18

PROJECT NO.

760

SHEET

MT-1



LEVEL ONE MILLWORK PLAN
NO SCALE



PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

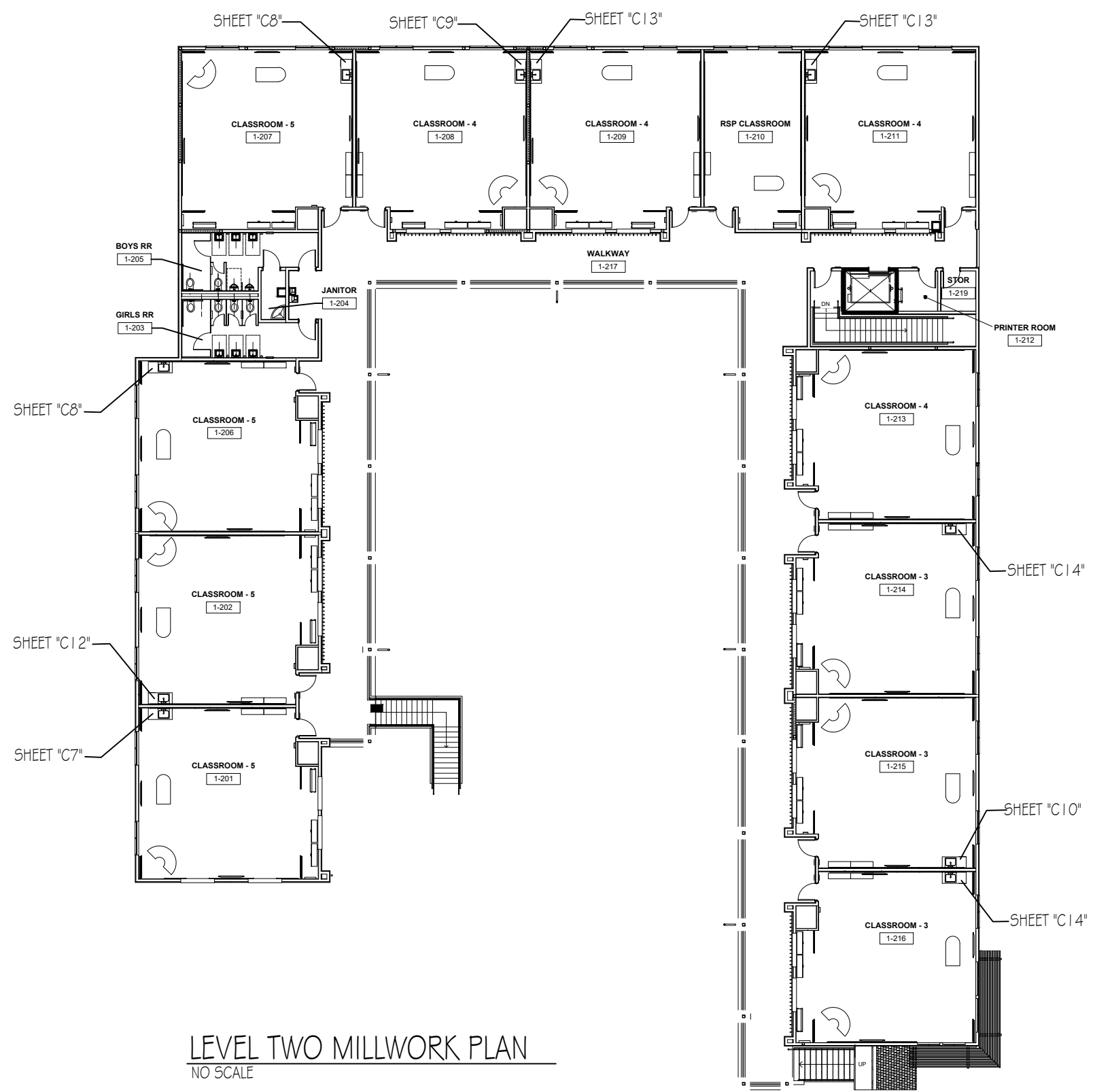
DATE:

BY:

REVISIONS	
REV. #	REV. DATE
A	4/15/18

PROJECT NO.
760
SHEET

FP1



LEVEL TWO MILLWORK PLAN
NO SCALE



PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:

BY:

REVISIONS

REV. #	REV. DATE
A	4/15/18

PROJECT NO.

760

SHEET

FP2



ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

PROJECT NAME:

DATE:

BY:

REVISIONS

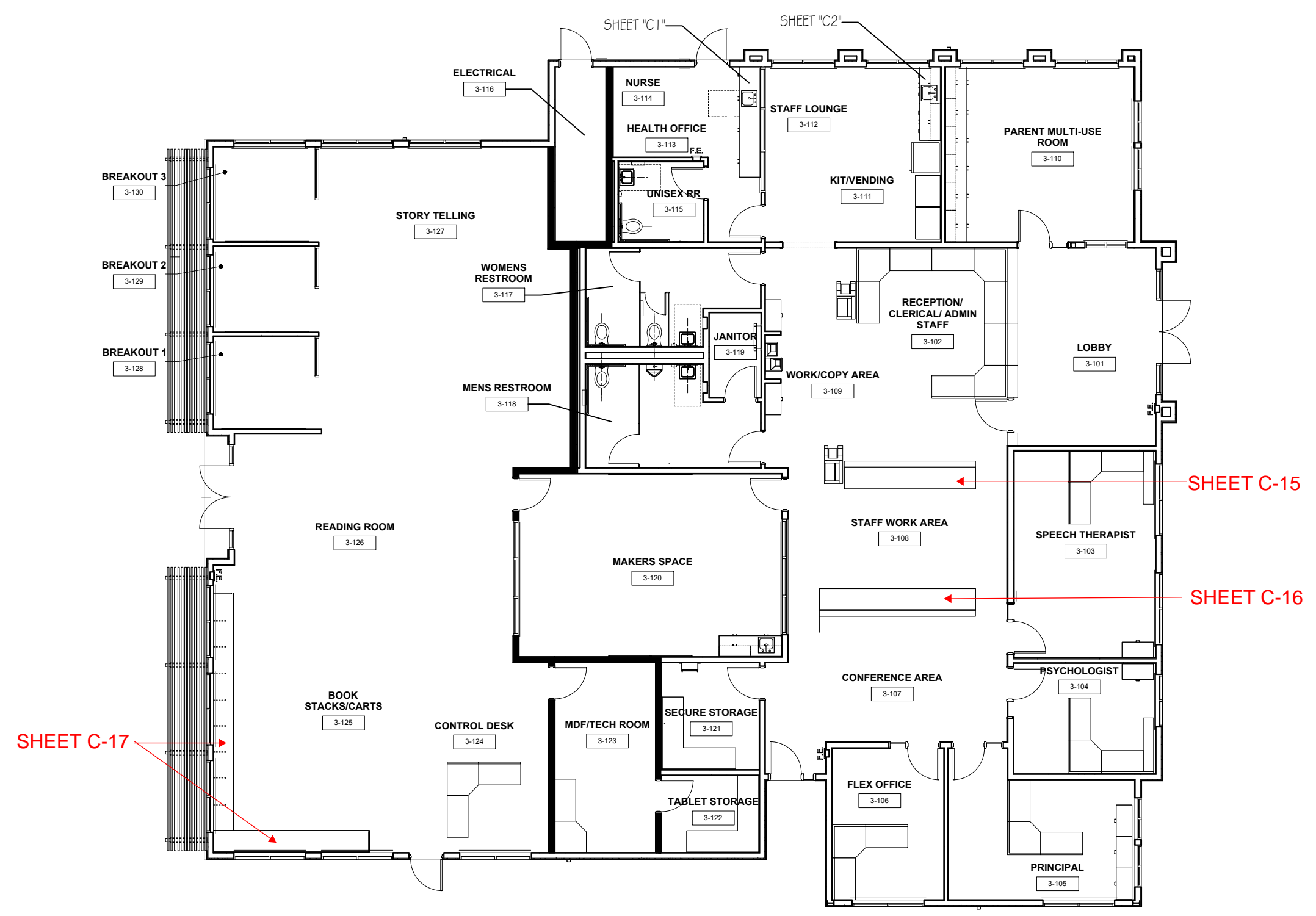
REV. #	REV. DATE
A	4/15/18

PROJECT NO.

760

SHEET

FP3



LEVEL THREE MILLWORK PLAN
 NO SCALE



ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

PROJECT NAME:

DATE:

BY:

REVISIONS

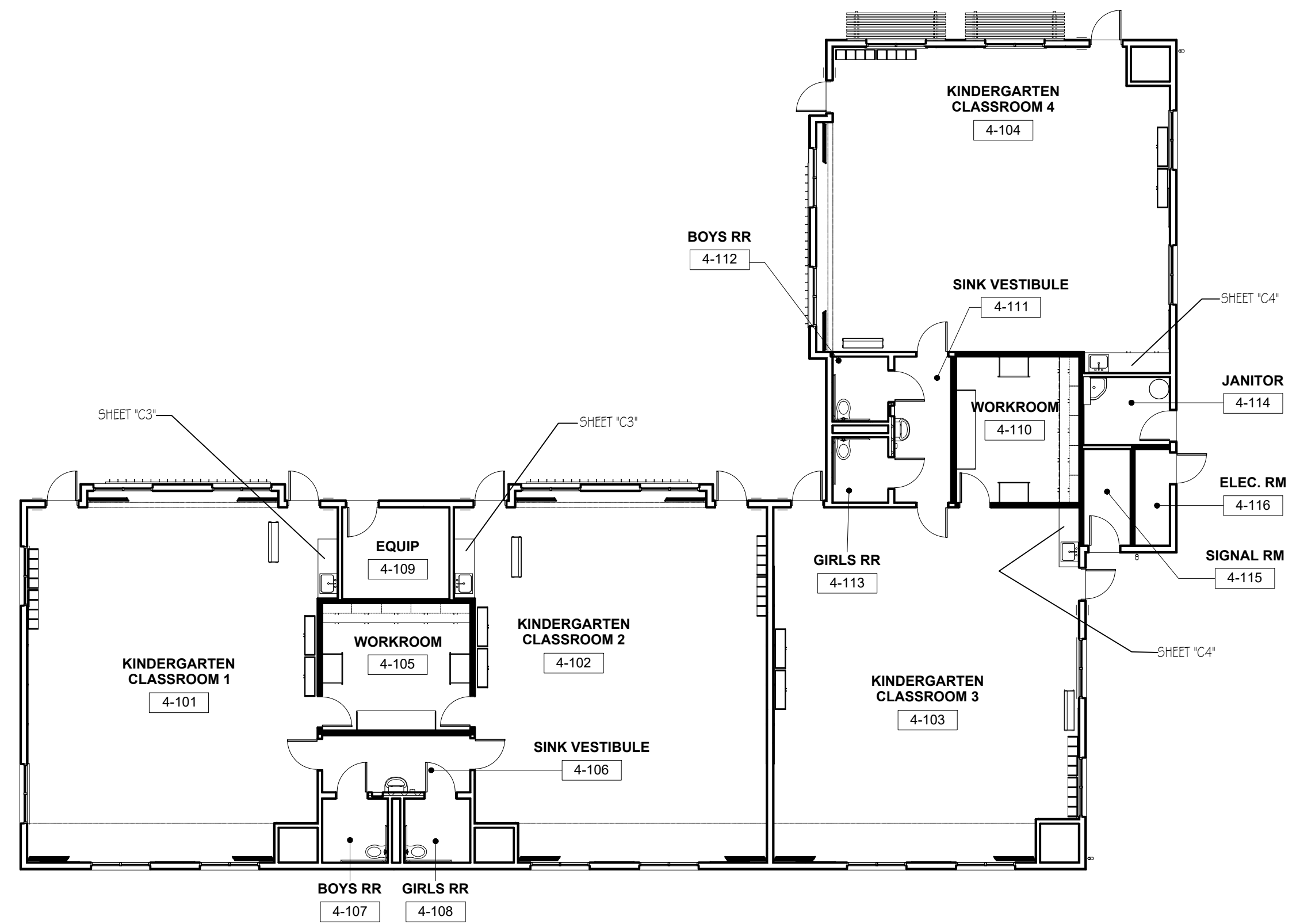
REV. #	REV. DATE
A	4/15/18

PROJECT NO.

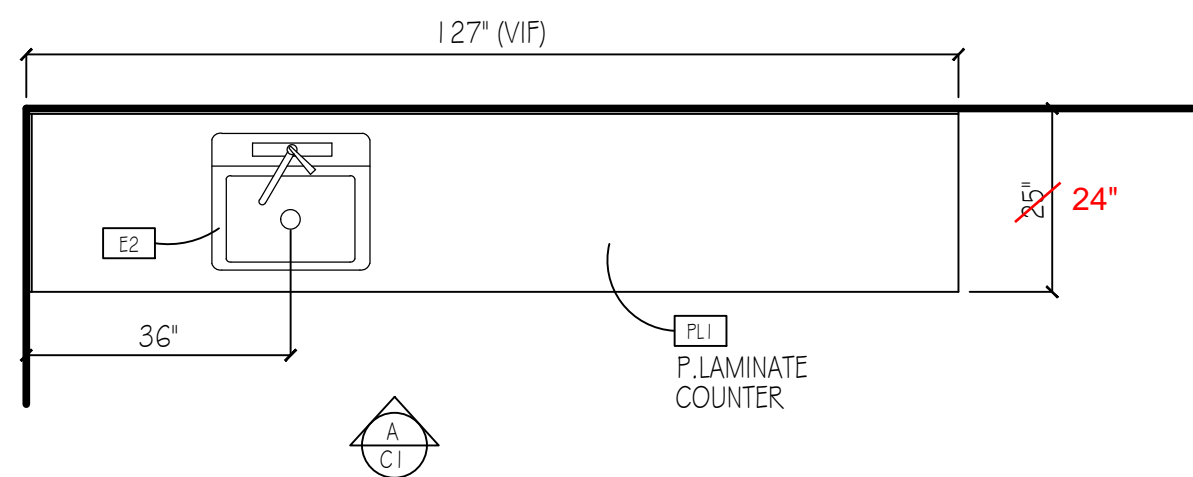
760

SHEET

FP4

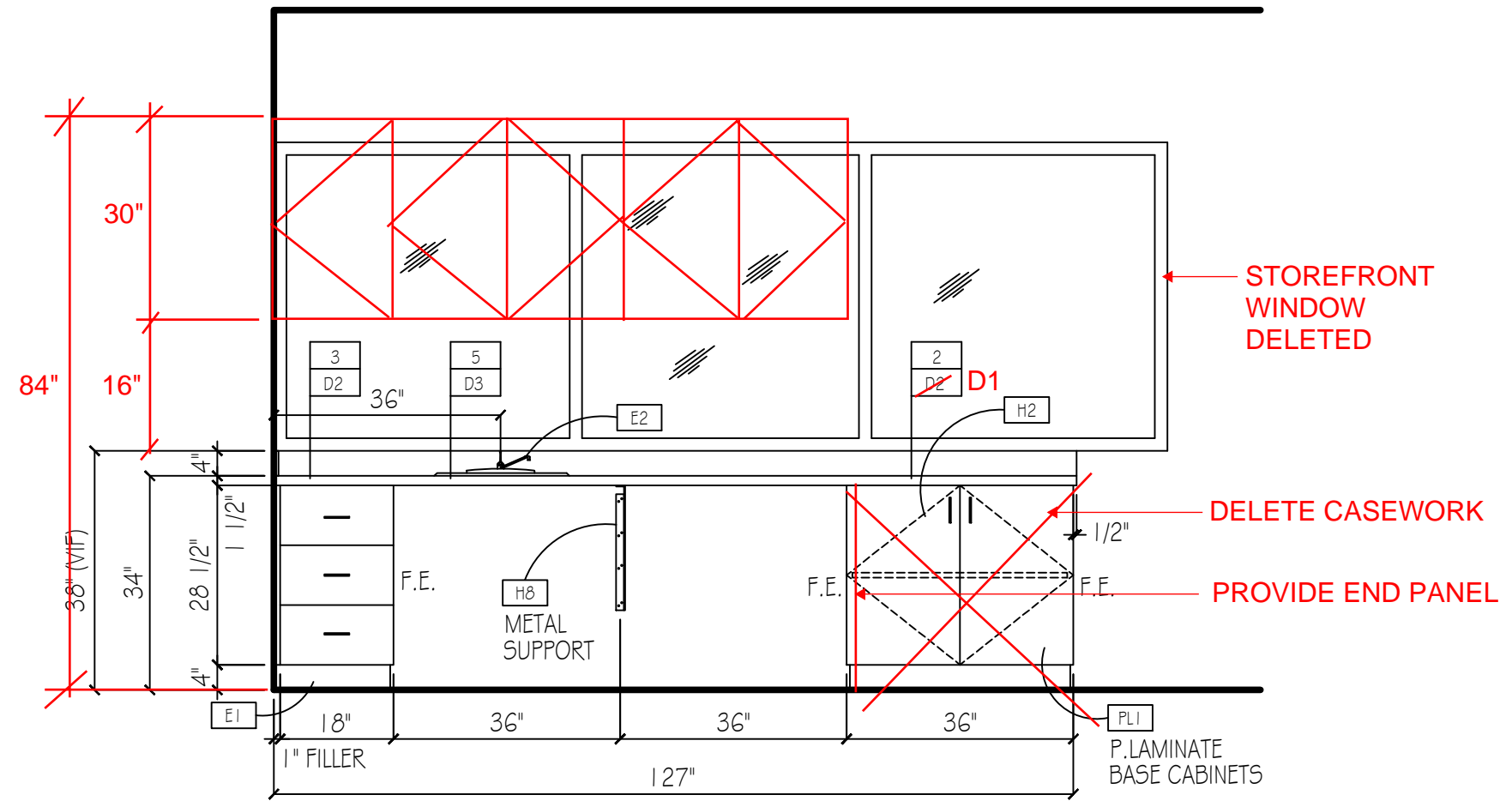


LEVEL FOUR MILLWORK PLAN
 NO SCALE



PLAN @ "HEALTH OFFICE #3-113"

1/2" = 1'-0"



ELEVATION @ "HEALTH OFFICE #3-113"

1/2" = 1'-0"

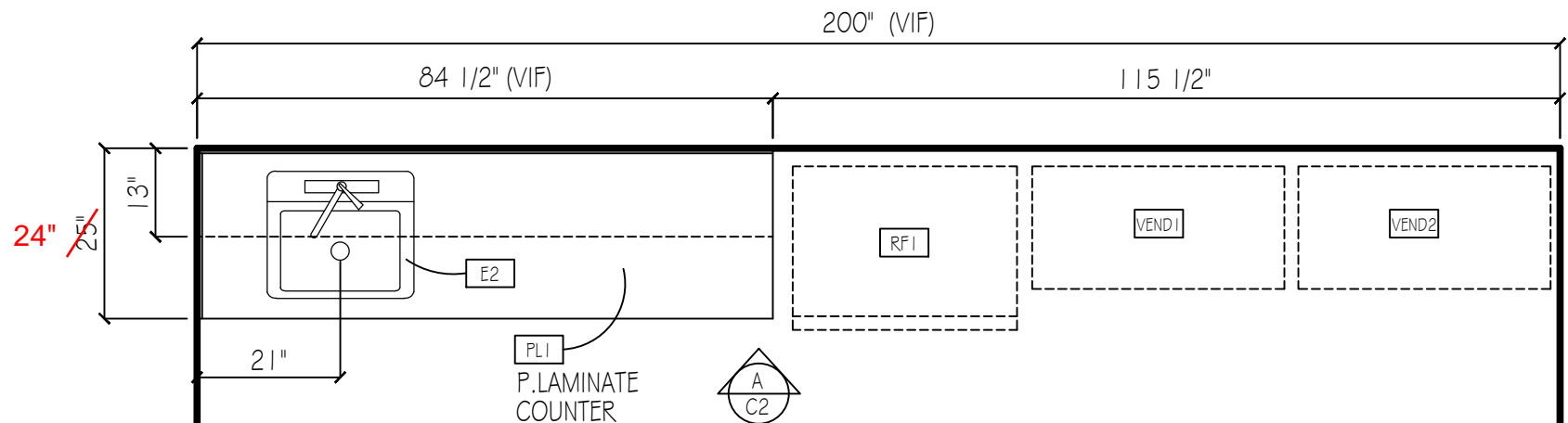


PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:	
BY:	
REVISIONS	
REV. #	REV. DATE
A	4/15/18

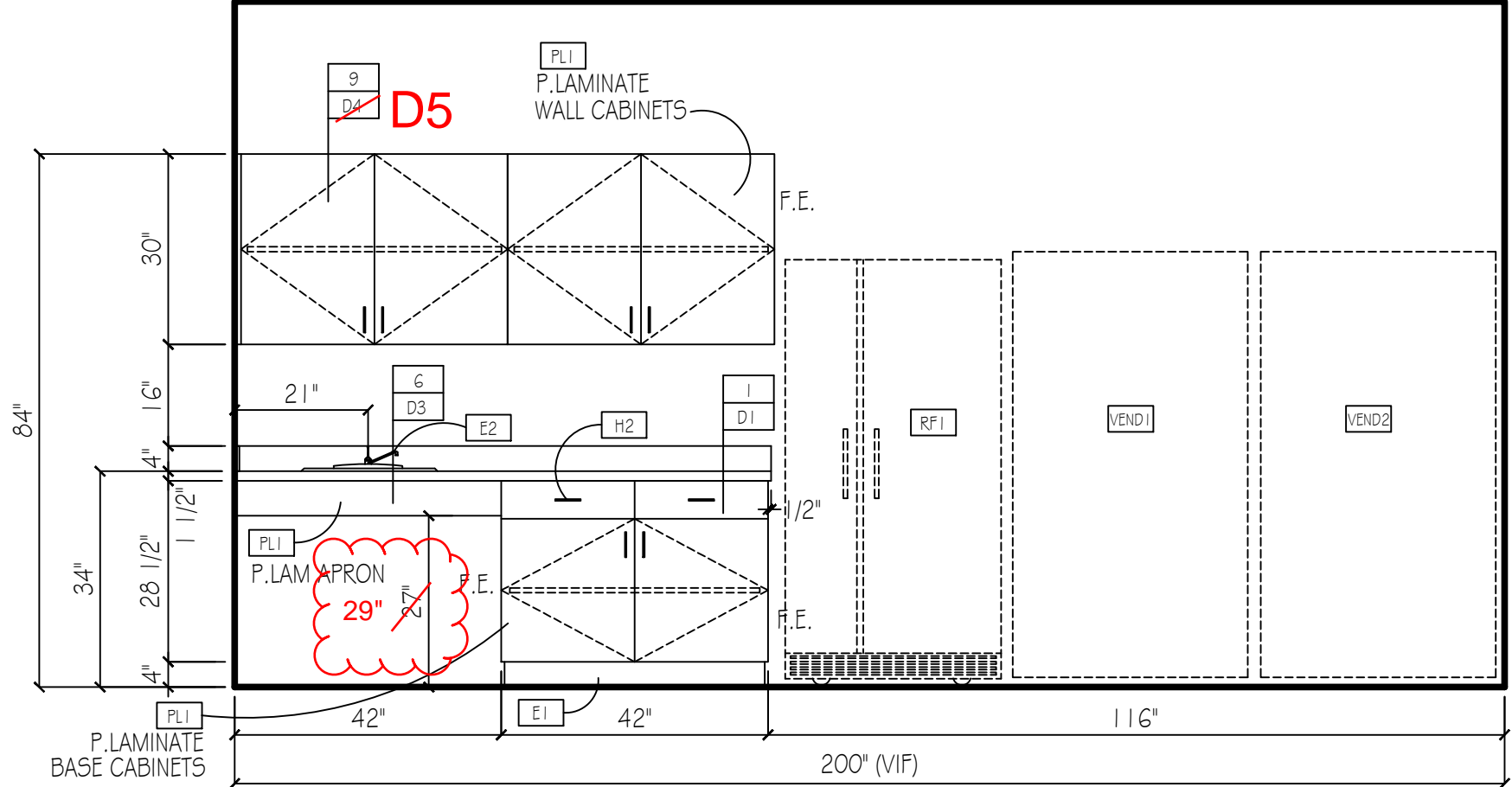
PROJECT NO.
760
 SHEET

C1



PLAN @ "STAFF LOUNGE #3-111"

1/2" = 1'-0"



ELEVATION @ "STAFF LOUNGE #3-111"

1/2" = 1'-0"



Fine Cabinetry•Millwork•Furniture

PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:

BY:

REVISIONS

REV. #	REV. DATE
A	4/15/18

PROJECT NO.

760

SHEET

C2

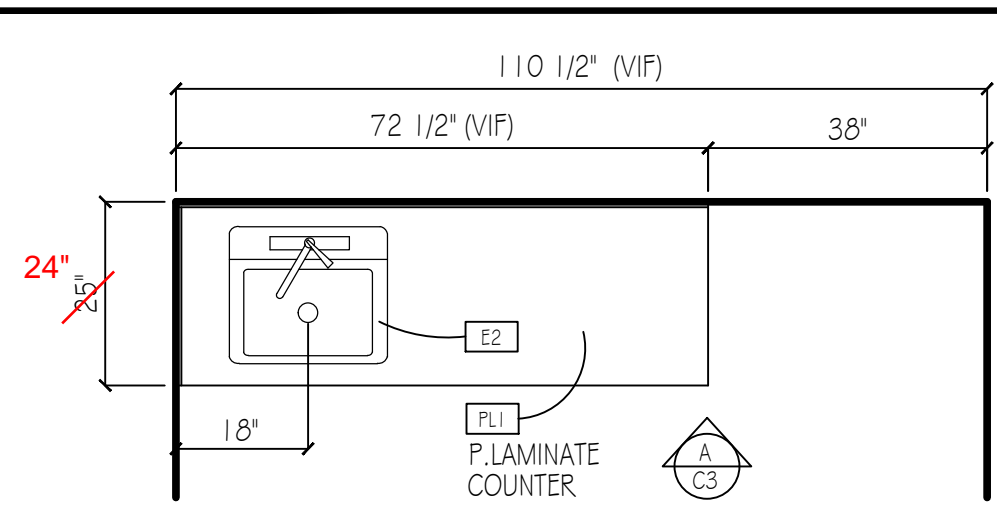


PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:	
BY:	
REVISIONS	
REV. #	REV. DATE
A	4/15/18

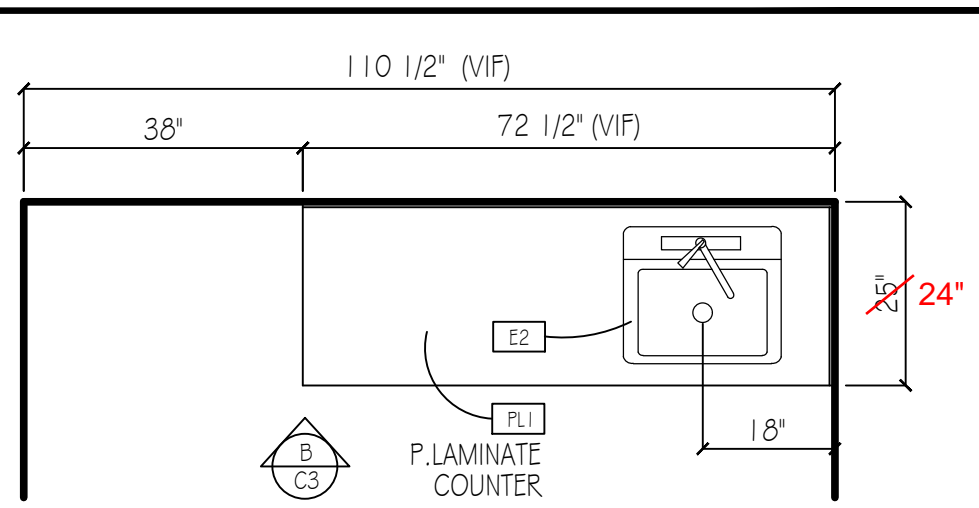
PROJECT NO.
760
SHEET

C3



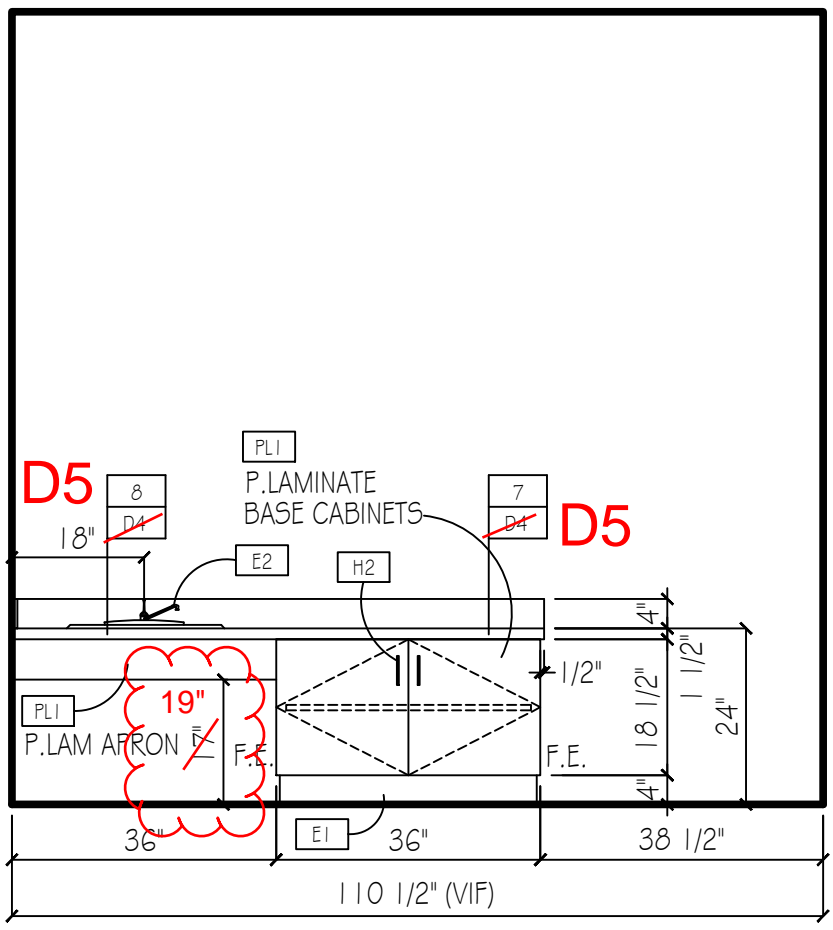
PLAN @ "KINDERGARTEN #4-102"

1/2" = 1'-0"



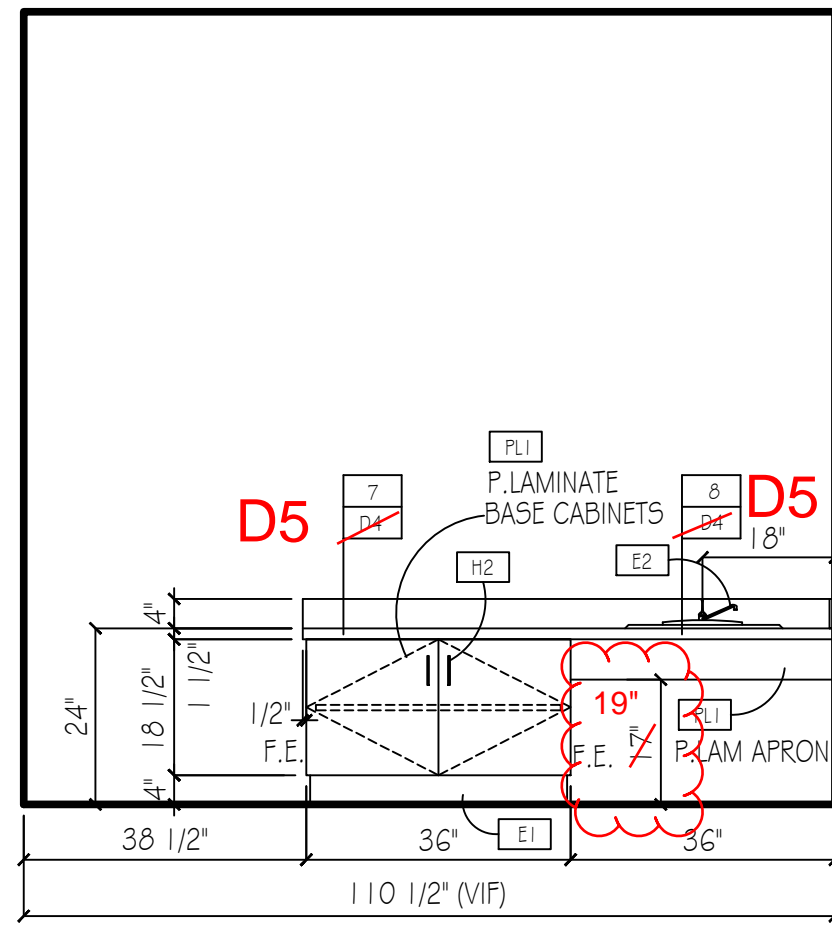
PLAN @ "KINDERGARTEN #4-101"

1/2" = 1'-0"



ELEVATION @ "KINDERGARTEN #4-102"

1/2" = 1'-0"



ELEVATION @ "KINDERGARTEN #4-101"

1/2" = 1'-0"

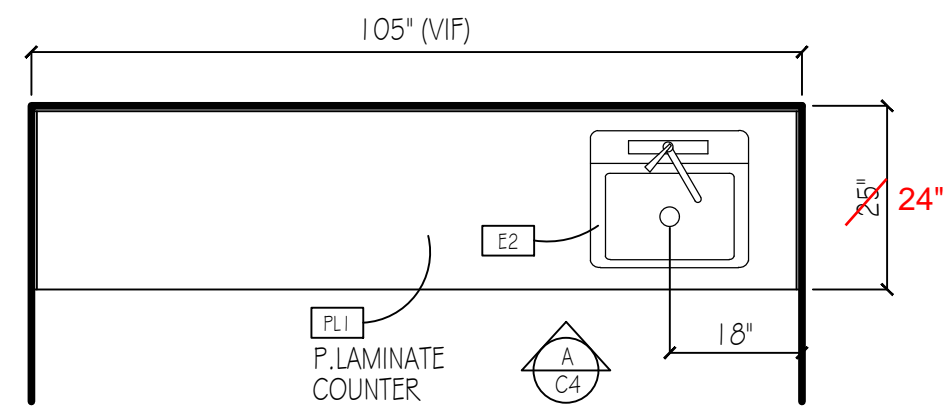


PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

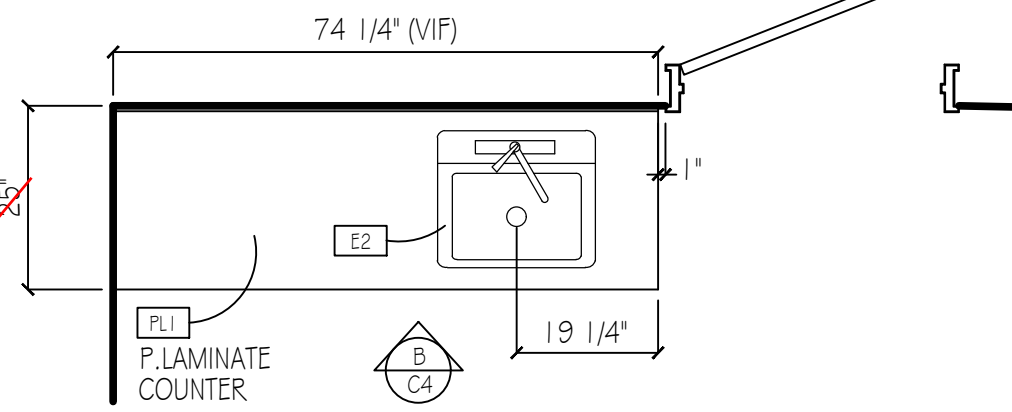
DATE:	
BY:	
REVISIONS	
REV. #	REV. DATE
A	4/15/18

PROJECT NO.
760

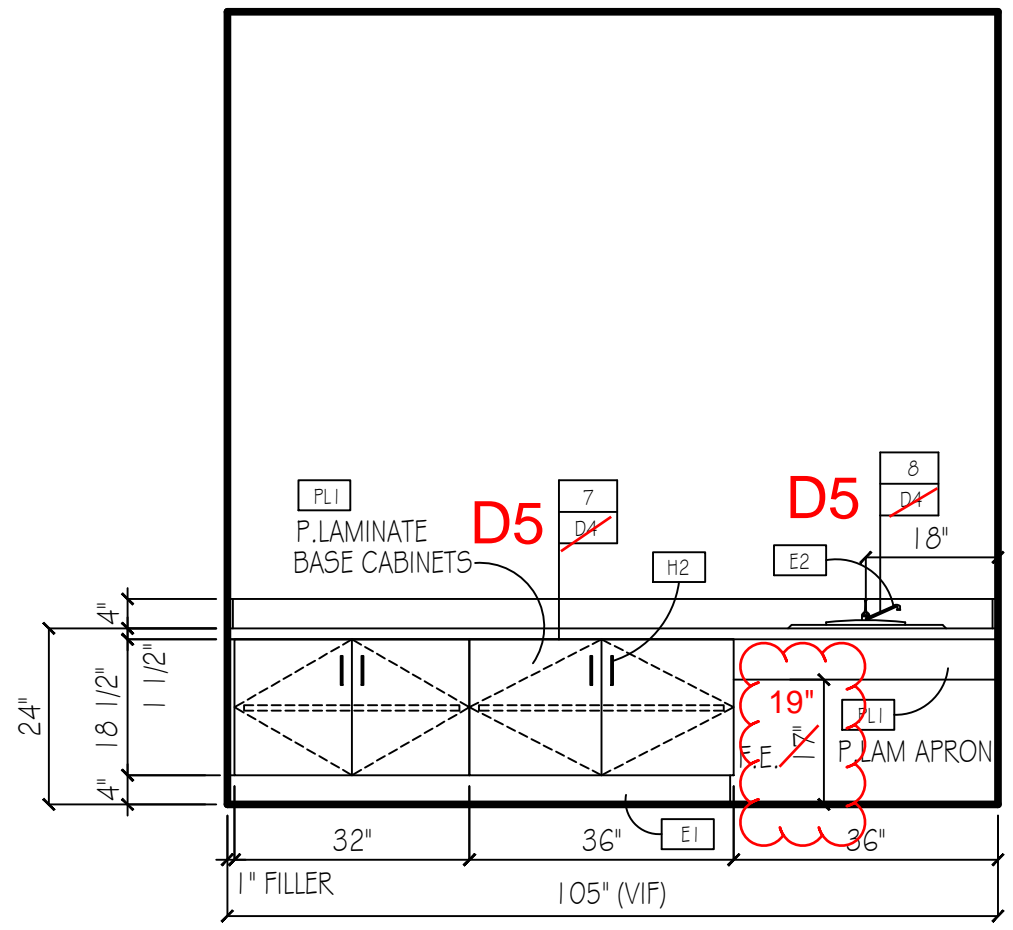
SHEET
C4



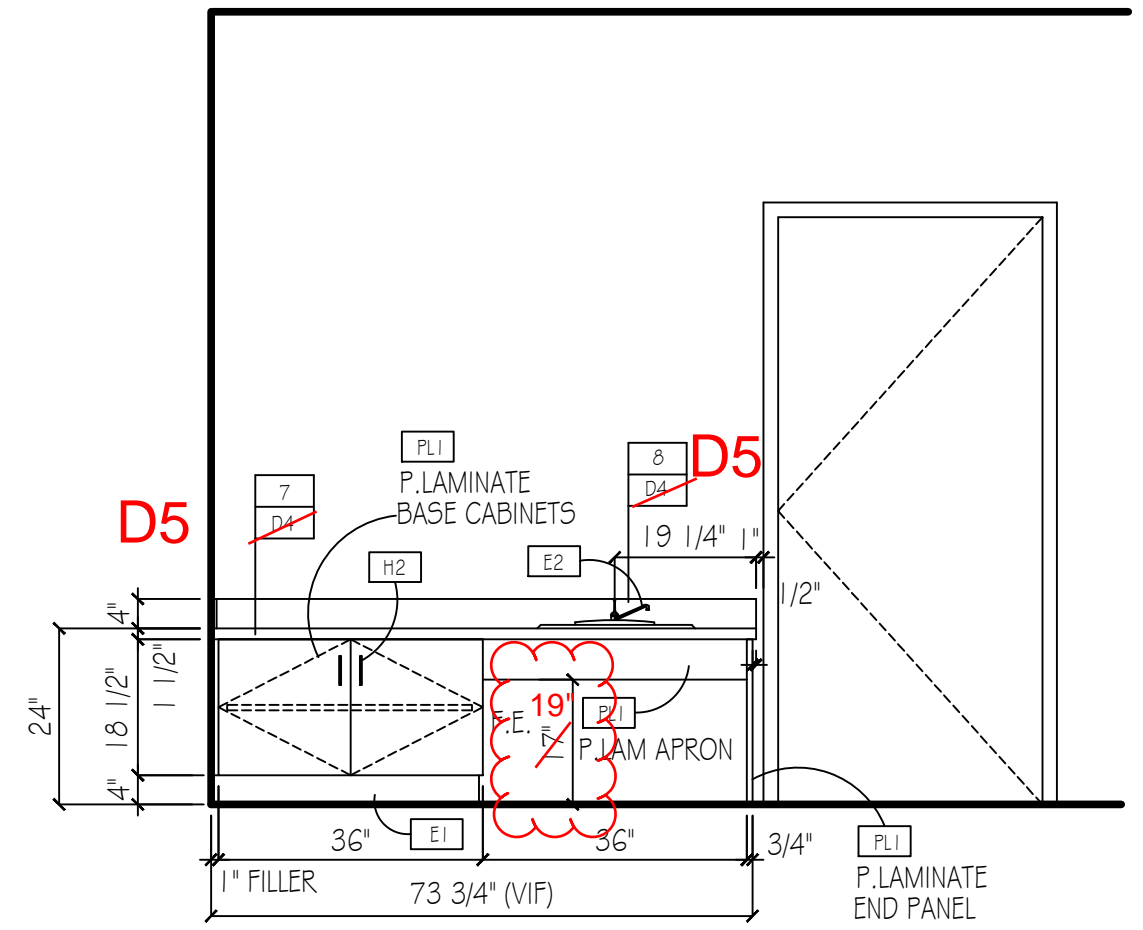
PLAN @ "KINDERGARTEN #4-104"
 1/2" = 1'-0"



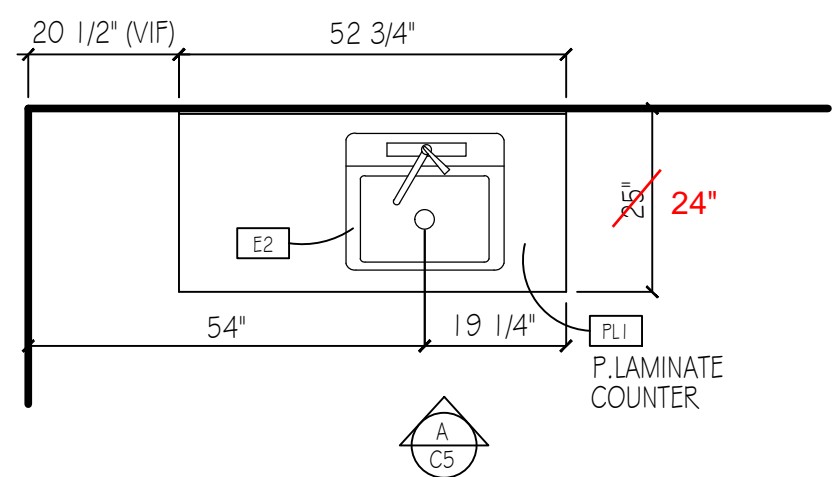
PLAN @ "KINDERGARTEN #4-103"
 1/2" = 1'-0"



ELEVATION @ "KINDERGARTEN #4-104"
 1/2" = 1'-0"

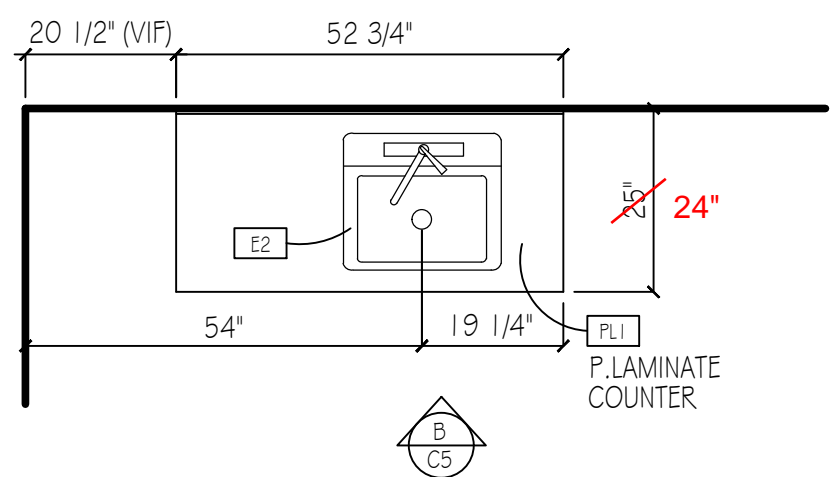


ELEVATION @ "KINDERGARTEN #4-103"
 1/2" = 1'-0"



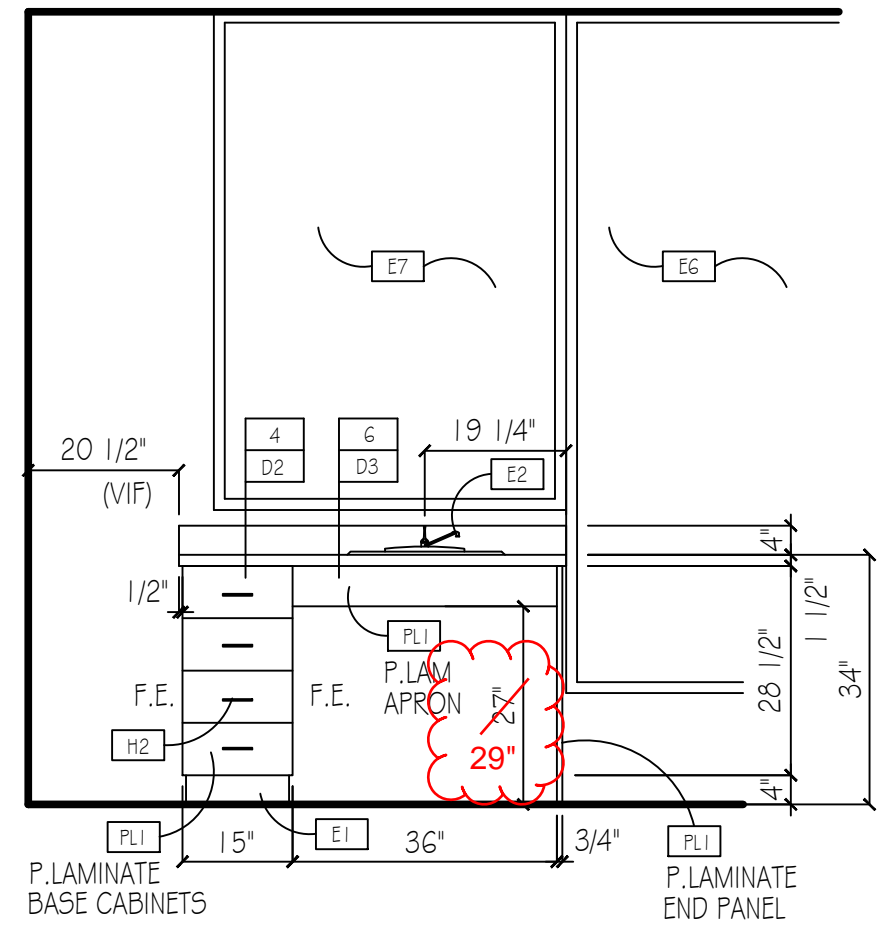
PLAN @ "CLASSROOM #1-101"

1/2" = 1'-0"



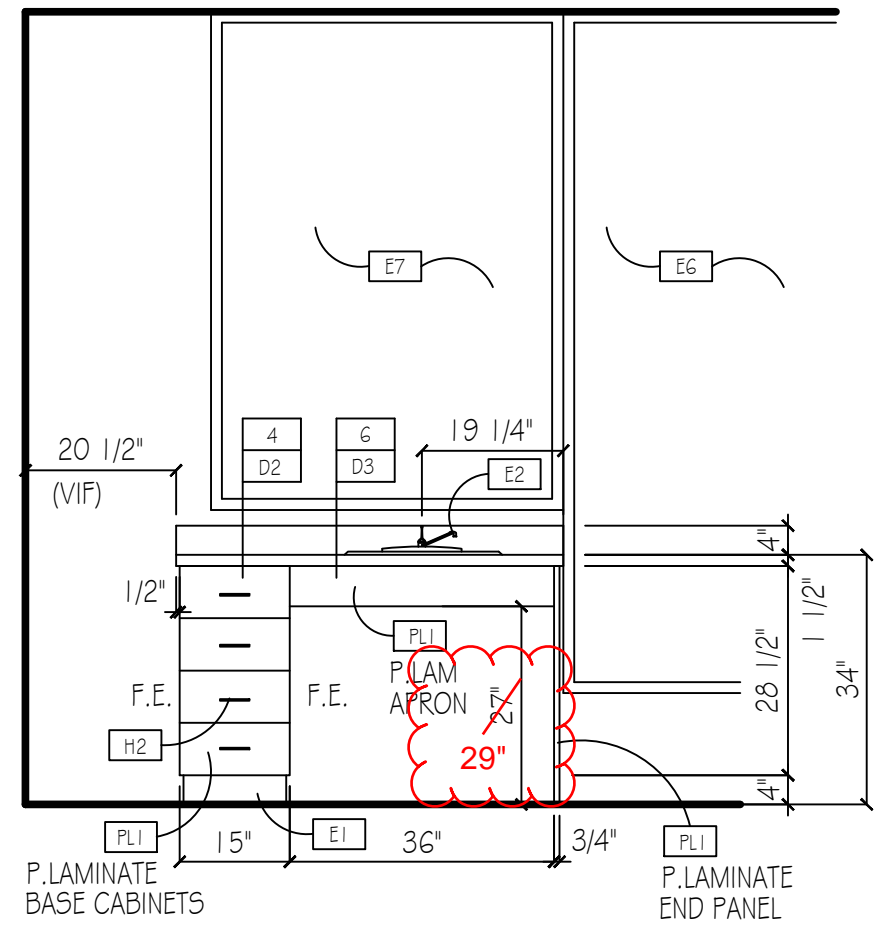
PLAN @ "CLASSROOM #1-106"

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-101"

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-106"

1/2" = 1'-0"

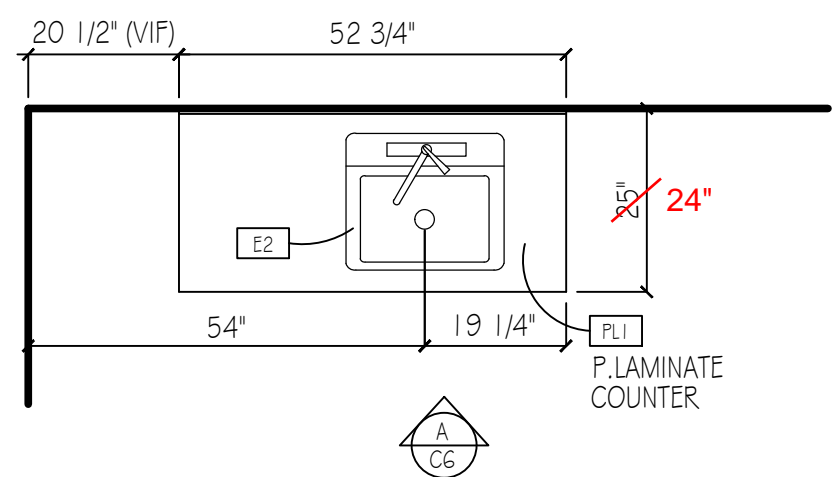


PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:	
BY:	
REVISIONS	
REV. #	REV. DATE
A	4/15/18

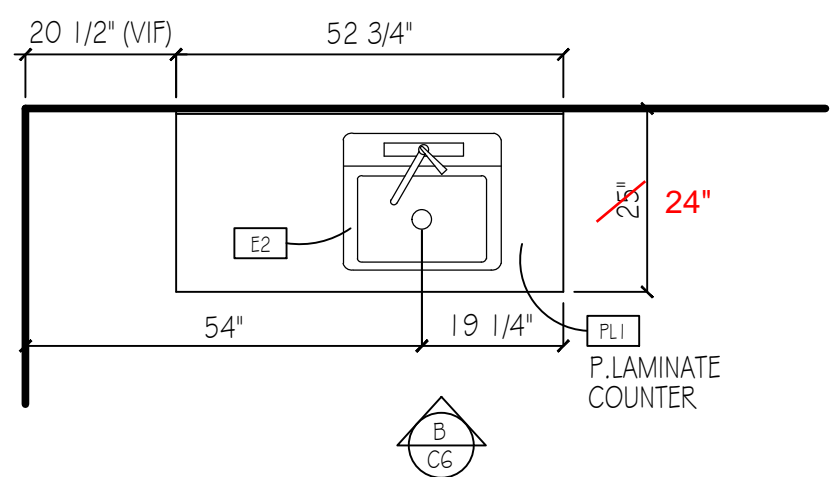
PROJECT NO.
760
 SHEET

C5



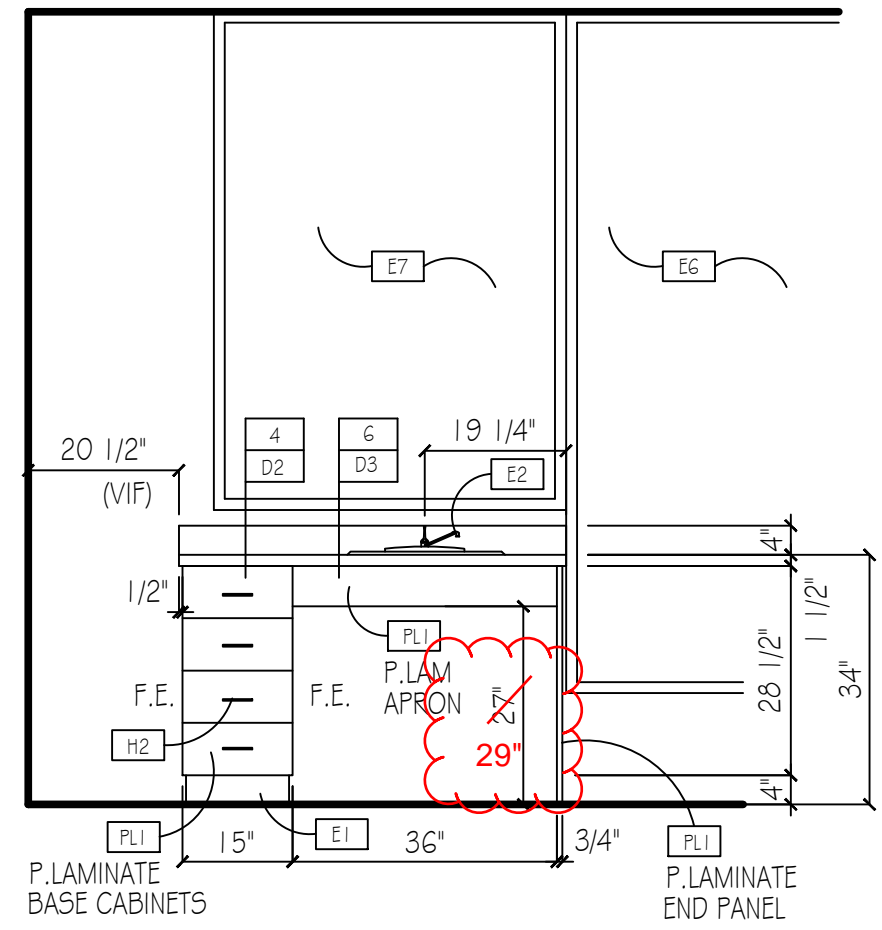
PLAN @ "CLASSROOM #1-107"

1/2" = 1'-0"



PLAN @ "CLASSROOM #1-109"

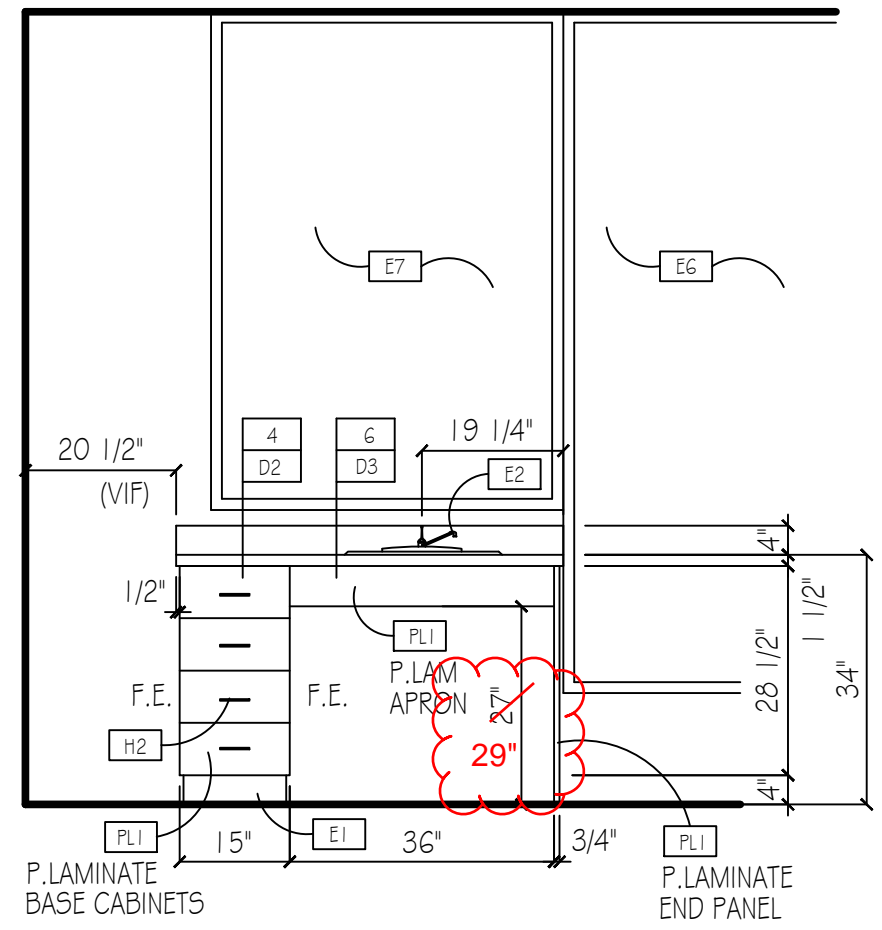
1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-107"

A
C6

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-109"

B
C6

1/2" = 1'-0"



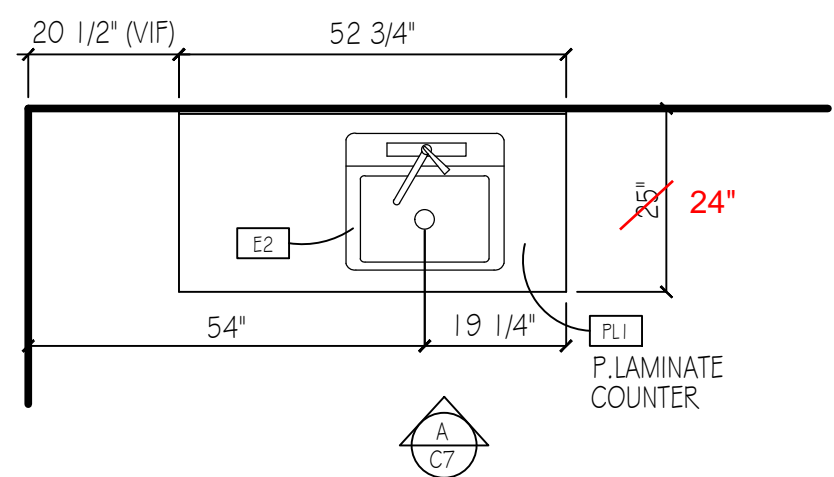
PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:	
BY:	
REVISIONS	
REV. #	REV. DATE
A	4/15/18

PROJECT NO.
760

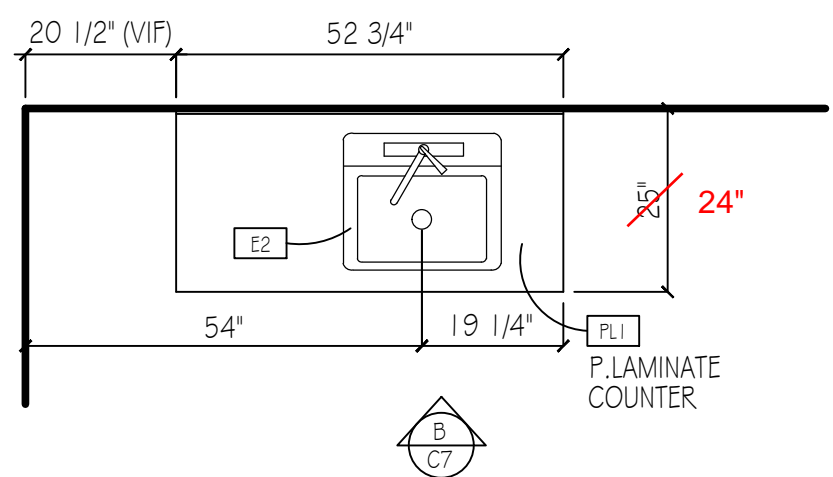
SHEET

C6



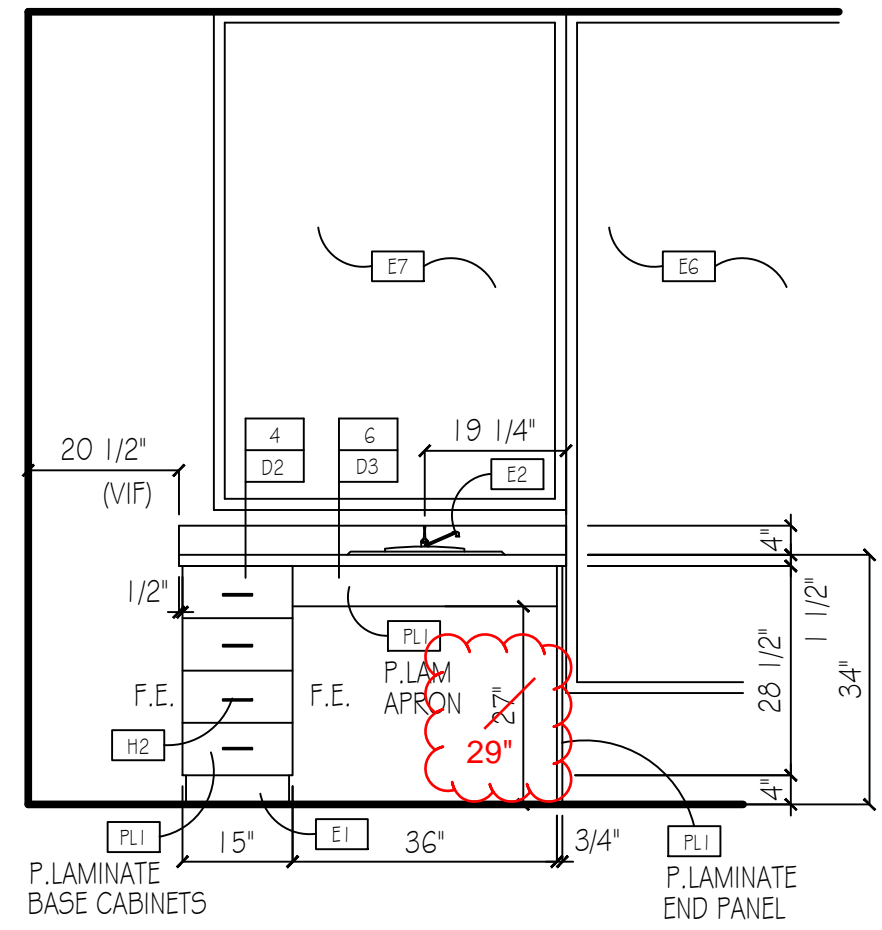
PLAN @ "CLASSROOM #1-120"

1/2" = 1'-0"

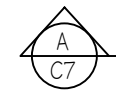


PLAN @ "CLASSROOM #1-201"

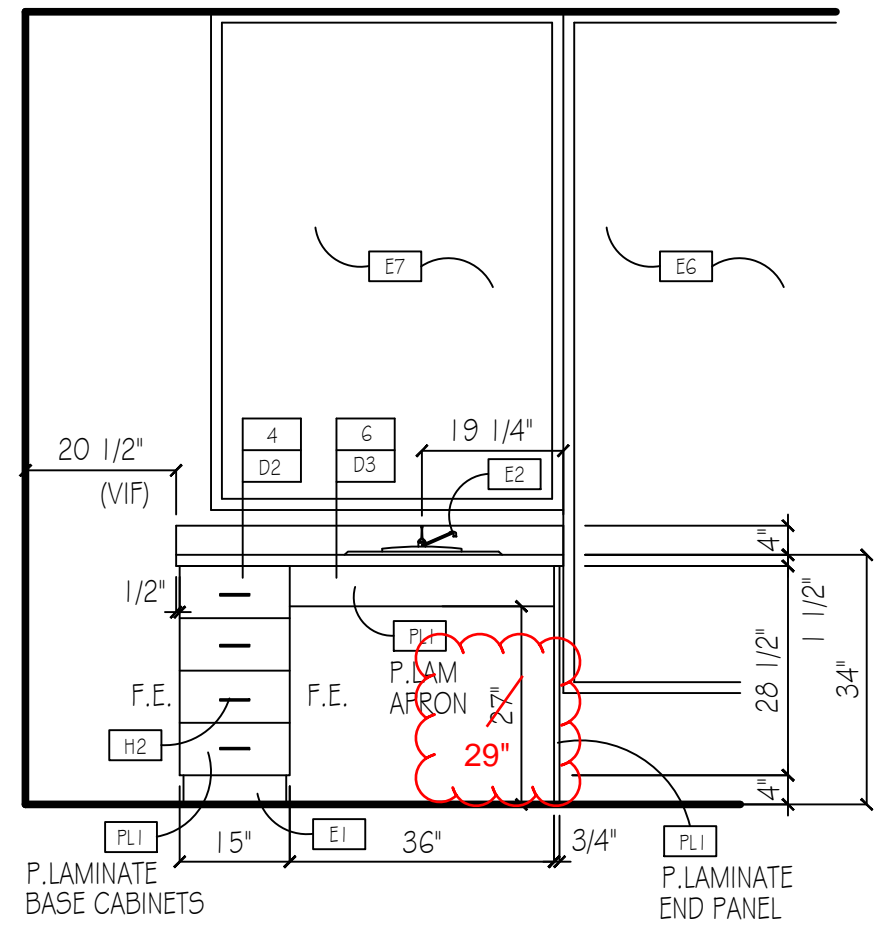
1/2" = 1'-0"



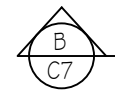
ELEVATION @ "CLASSROOM #1-120"



1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-201"



1/2" = 1'-0"

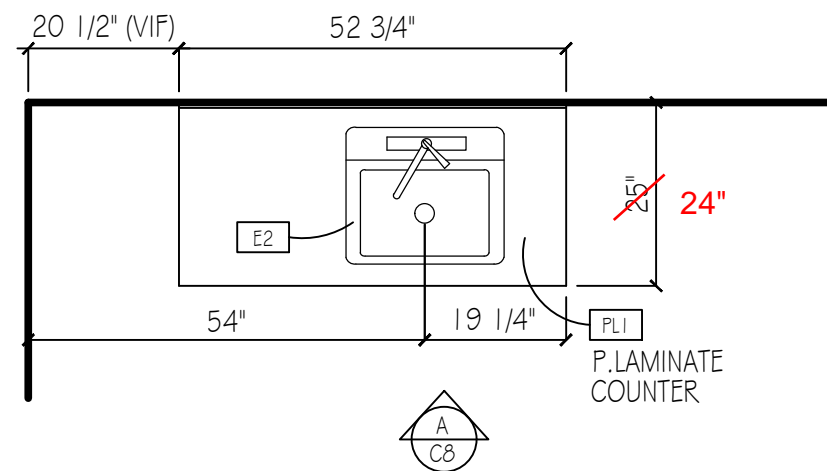


PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:	
BY:	
REVISIONS	
REV. #	REV. DATE
A	4/15/18

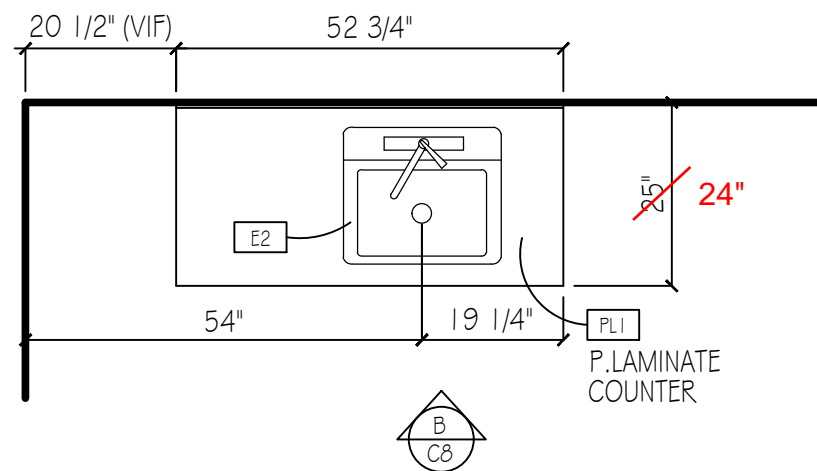
PROJECT NO.
760
 SHEET

C7



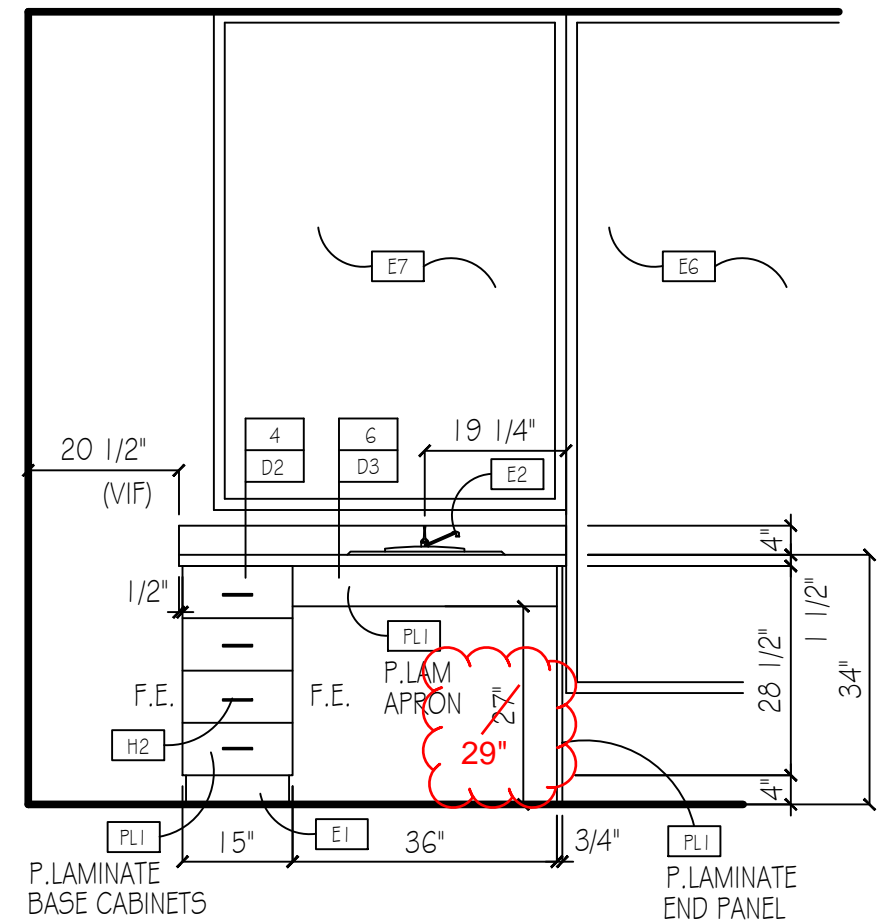
PLAN @ "CLASSROOM #1-206"

1/2" = 1'-0"



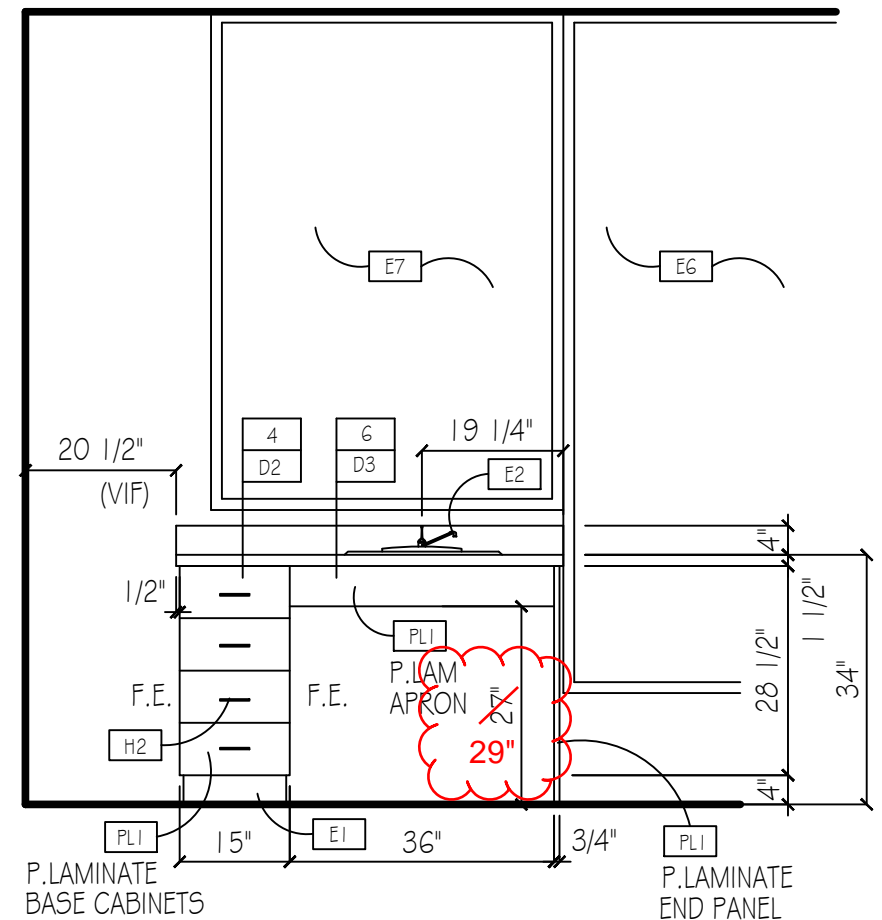
PLAN @ "CLASSROOM #1-207"

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-206"

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-207"

1/2" = 1'-0"



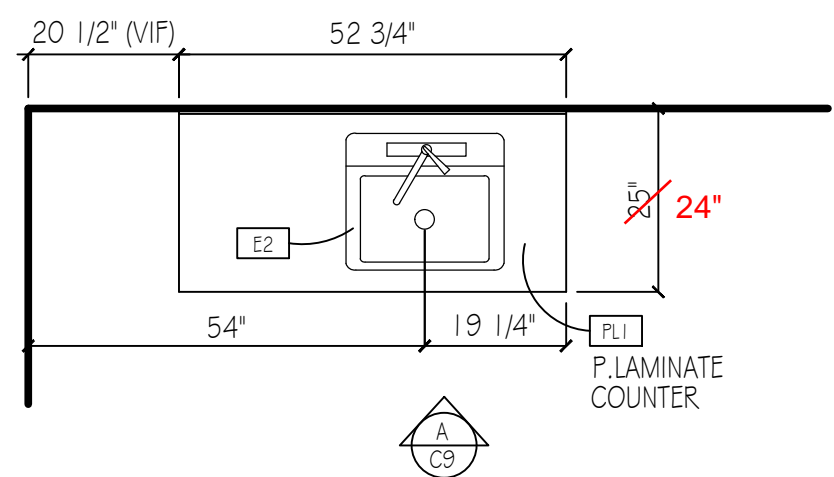
PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:	
BY:	
REVISIONS	
REV. #	REV. DATE
A	4/15/18

PROJECT NO.
760

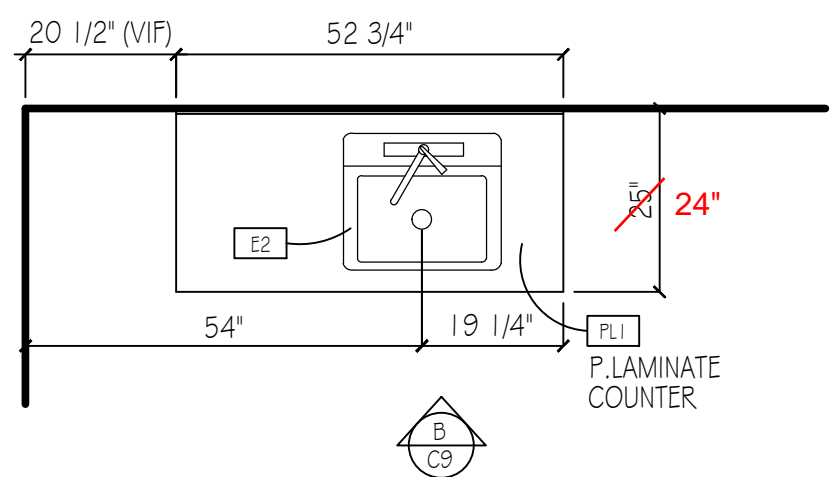
SHEET

C8



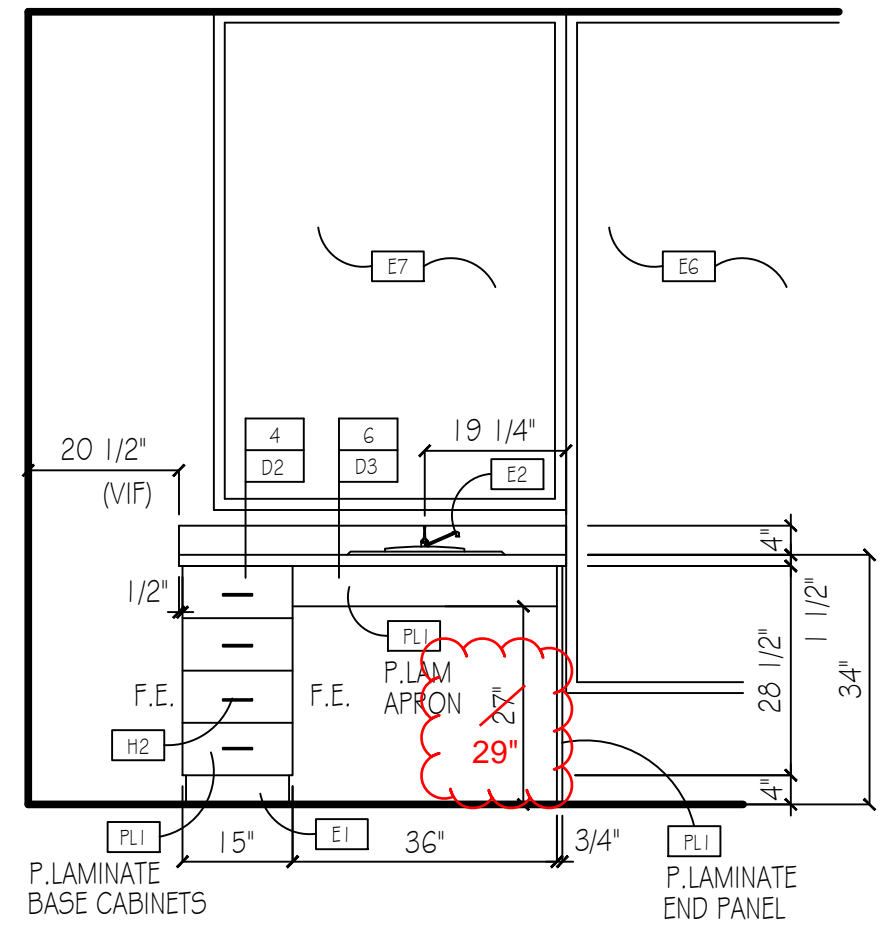
PLAN @ "CLASSROOM #1-208"

1/2" = 1'-0"



PLAN @ "CLASSROOM #1-118"

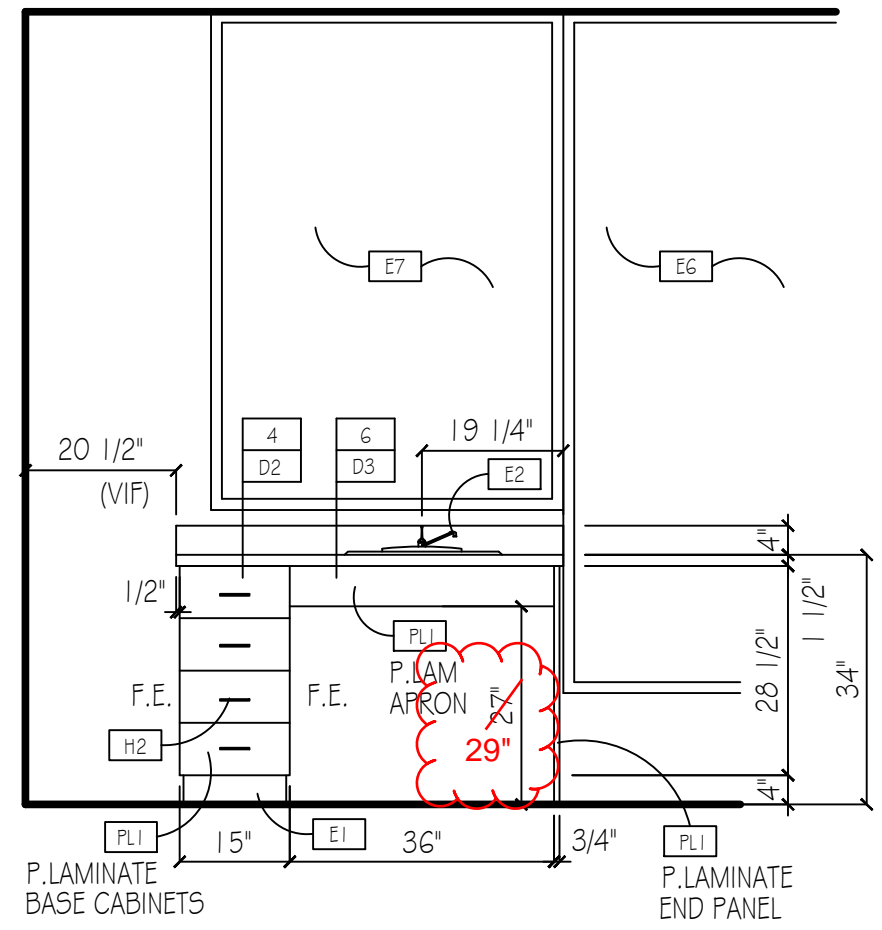
1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-208"

A/C9

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-118"

B/C9

1/2" = 1'-0"

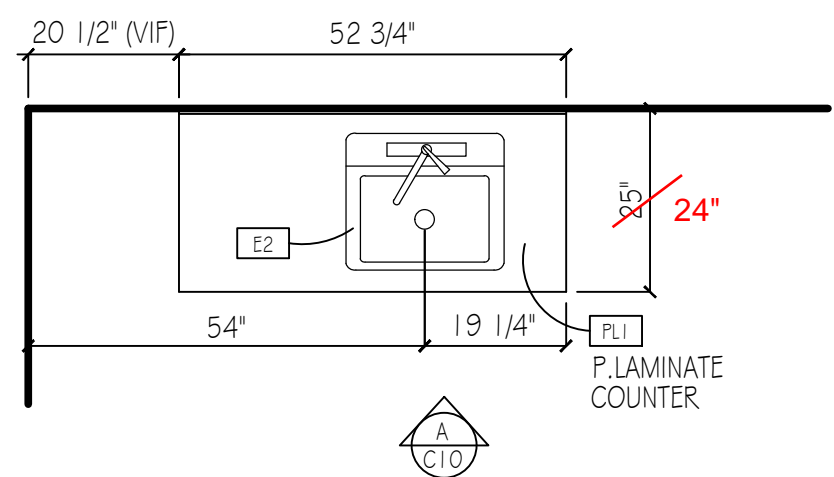


PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:	
BY:	
REVISIONS	
REV. #	REV. DATE
A	4/15/18

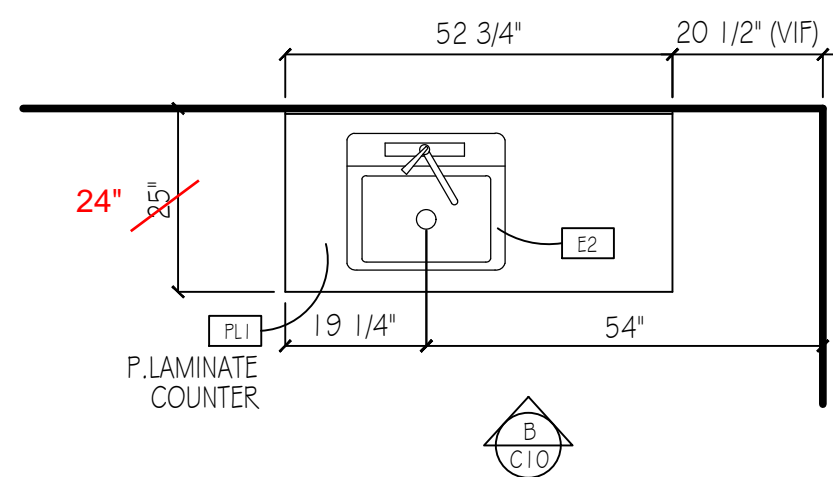
PROJECT NO.
760
 SHEET

C9



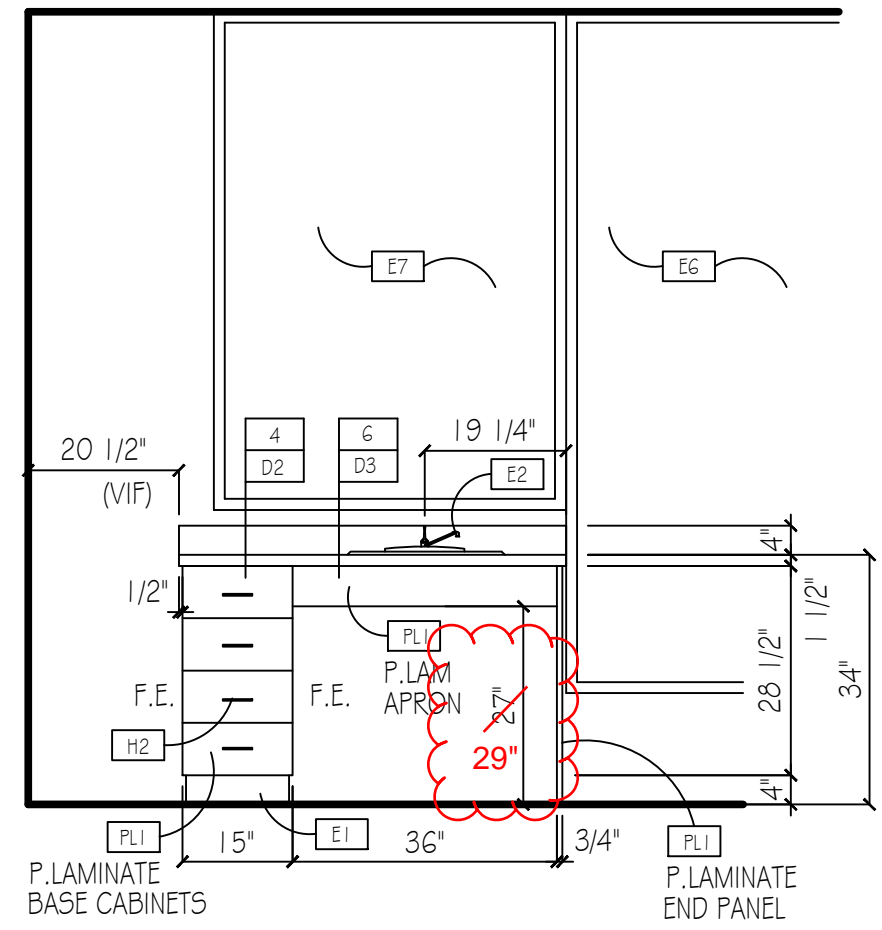
PLAN @ "CLASSROOM #1-215"

1/2" = 1'-0"



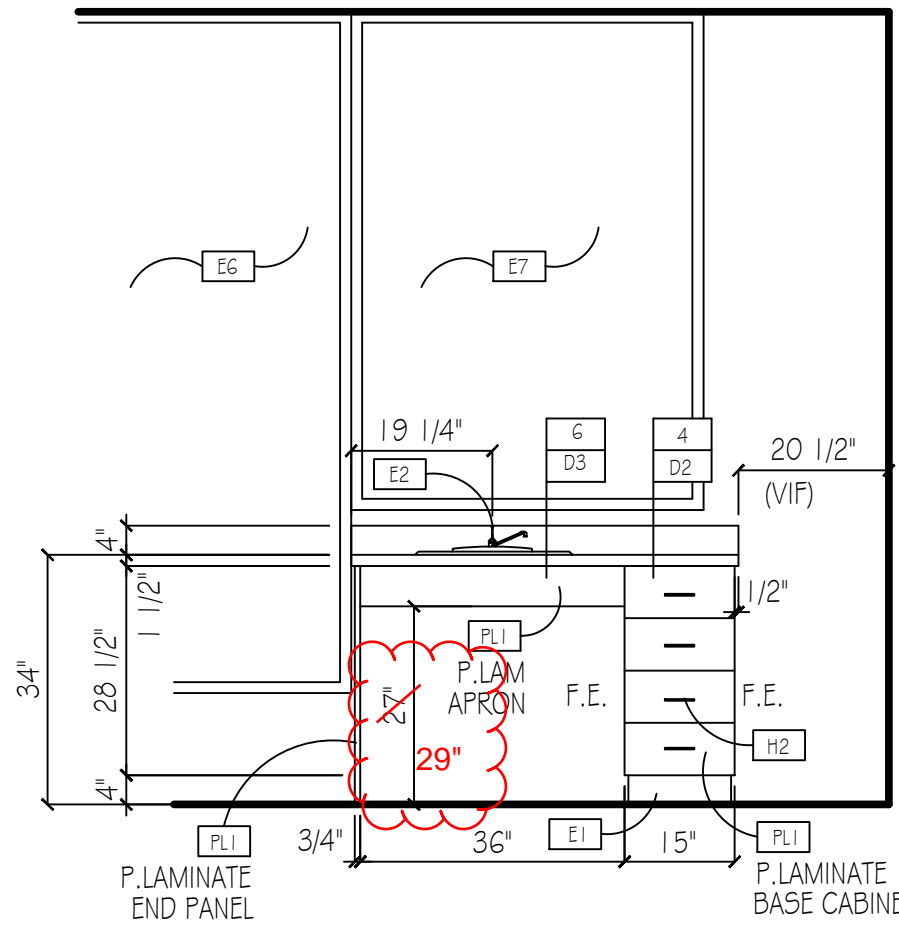
PLAN @ "CLASSROOM #1-102"

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-215"

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-102"

1/2" = 1'-0"

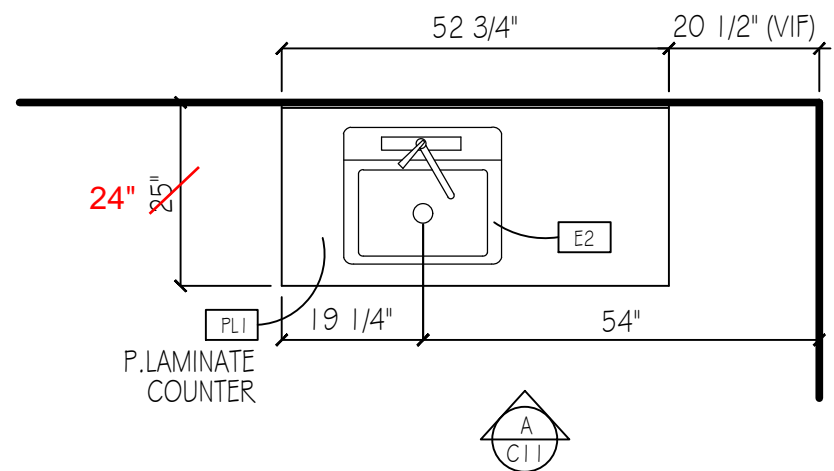


PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:	
BY:	
REVISIONS	
REV. #	REV. DATE
A	4/15/18

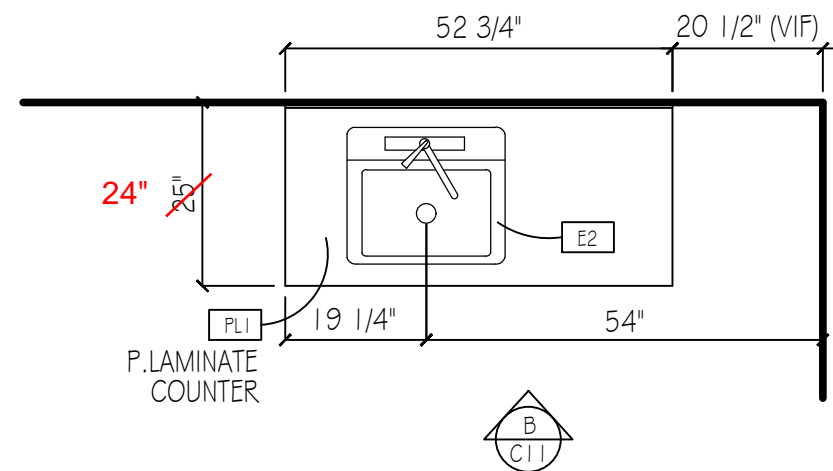
PROJECT NO.
760
 SHEET

C10



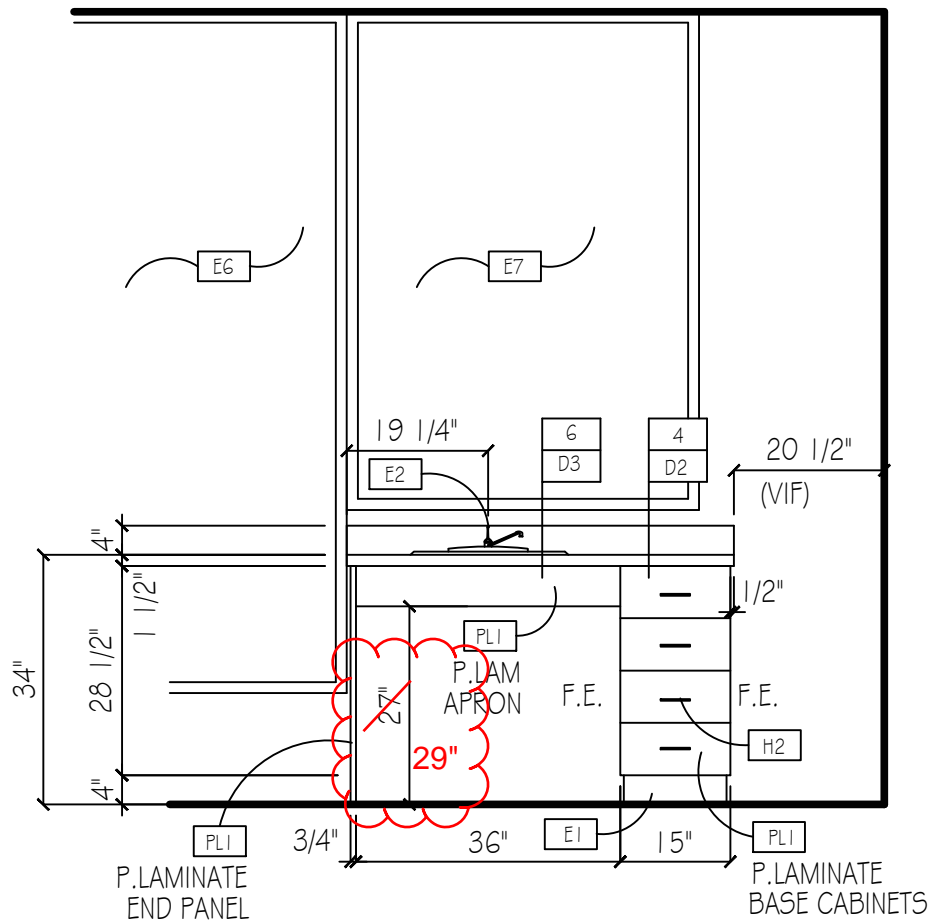
PLAN @ "CLASSROOM #1-108"

1/2" = 1'-0"



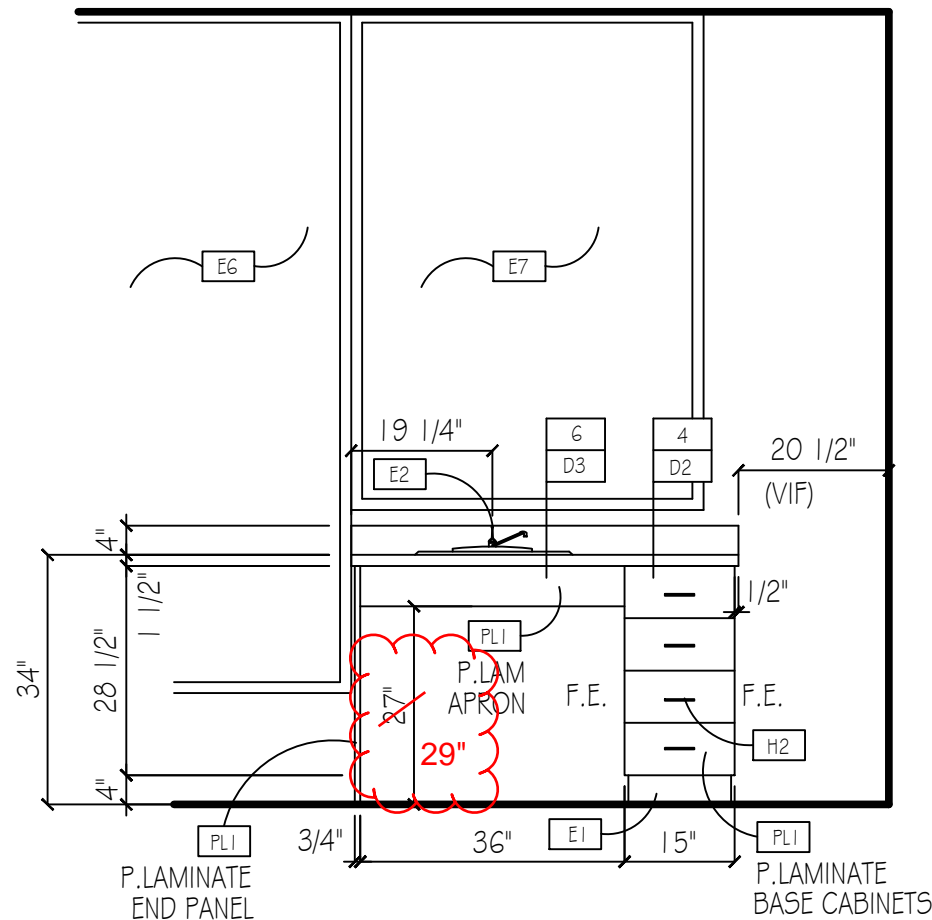
PLAN @ "CLASSROOM #1-119"

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-108"

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-119"

1/2" = 1'-0"



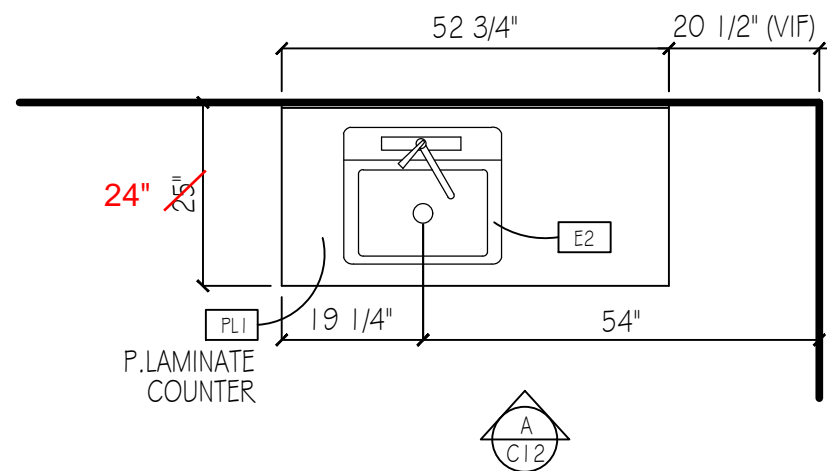
Fine Cabinetry•Millwork•Furniture

PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:	
BY:	
REVISIONS	
REV. #	REV. DATE
A	4/15/18

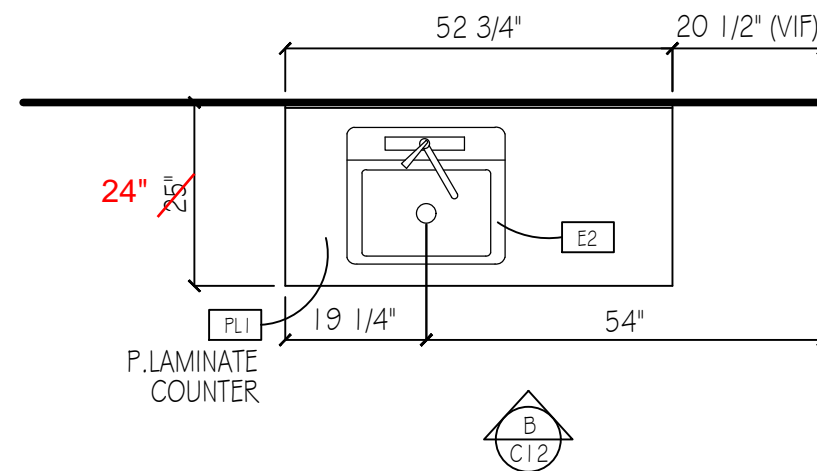
PROJECT NO.
760
 SHEET

C11



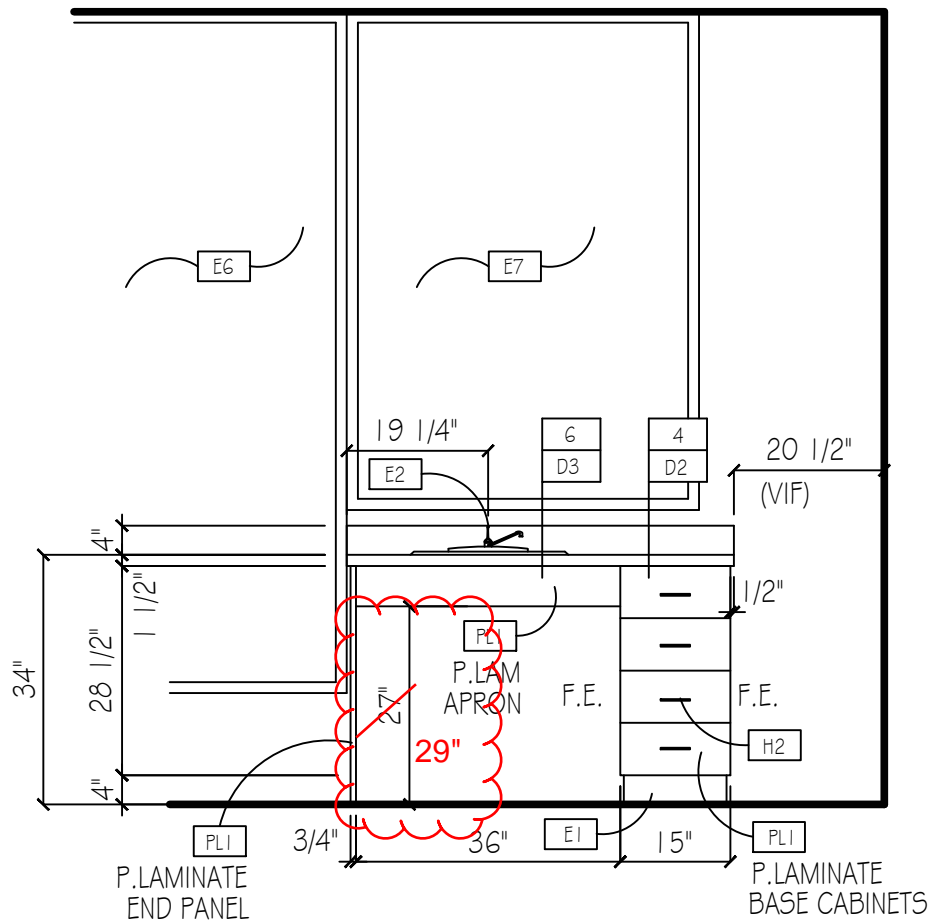
PLAN @ "CLASSROOM #1-121"

1/2" = 1'-0"



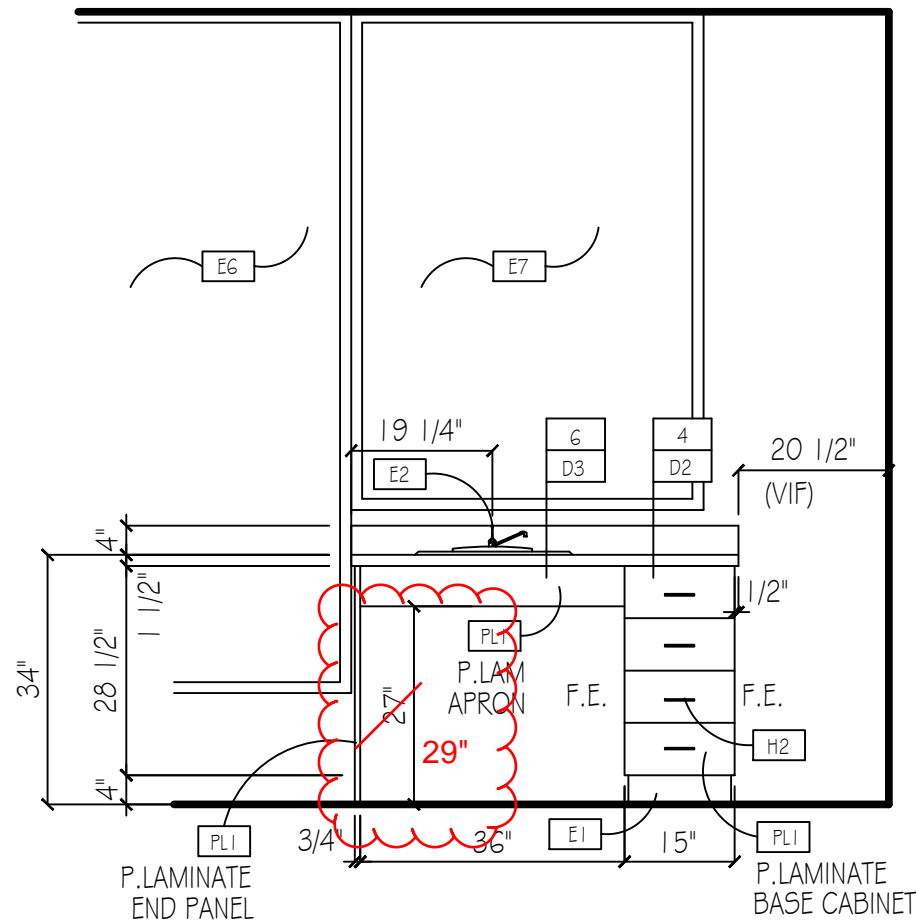
PLAN @ "CLASSROOM #1-202"

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-121"

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-202"

1/2" = 1'-0"



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PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:

BY:

REVISIONS

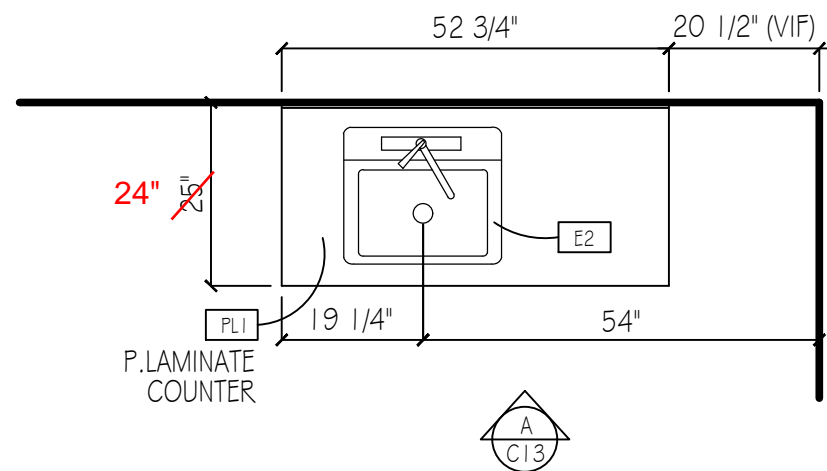
REV. #	REV. DATE
A	4/15/18

PROJECT NO.

760

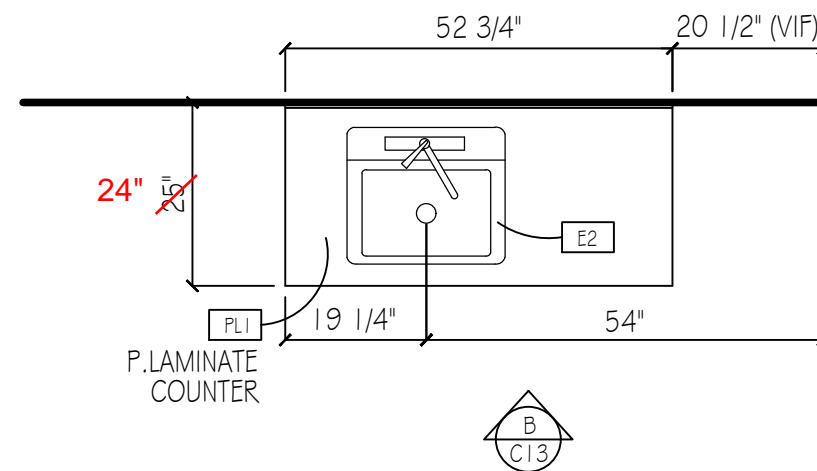
SHEET

C12



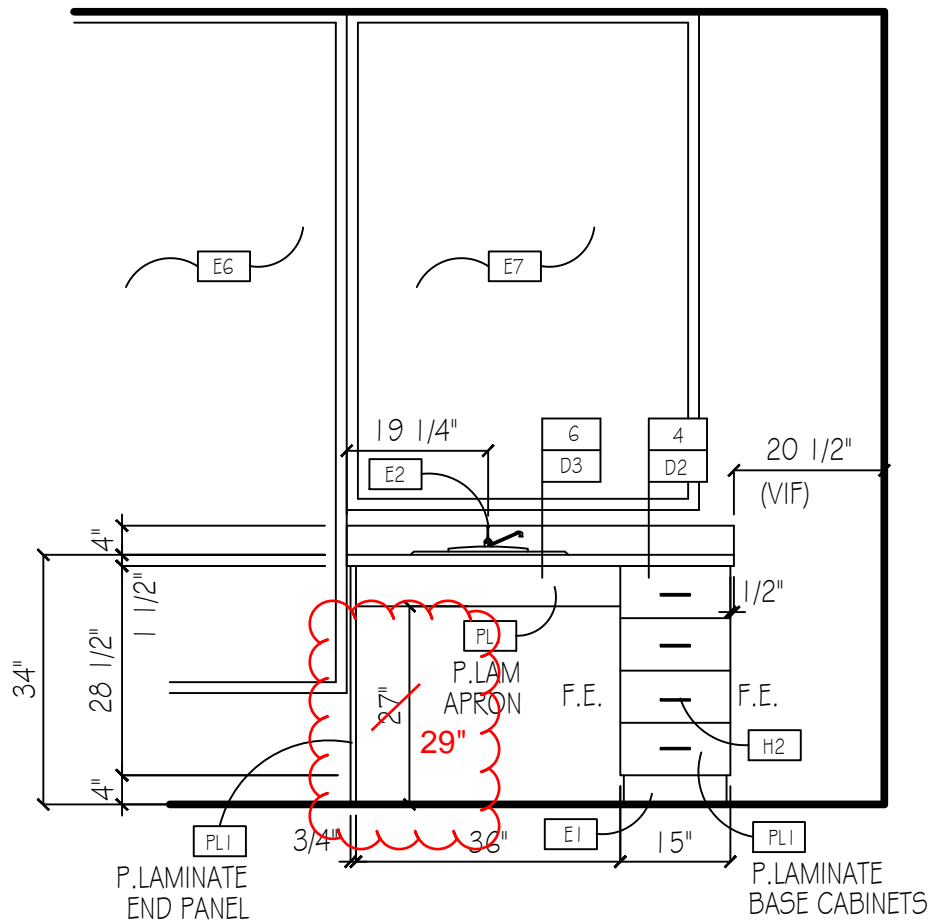
PLAN @ "CLASSROOM #1-209"

1/2" = 1'-0"



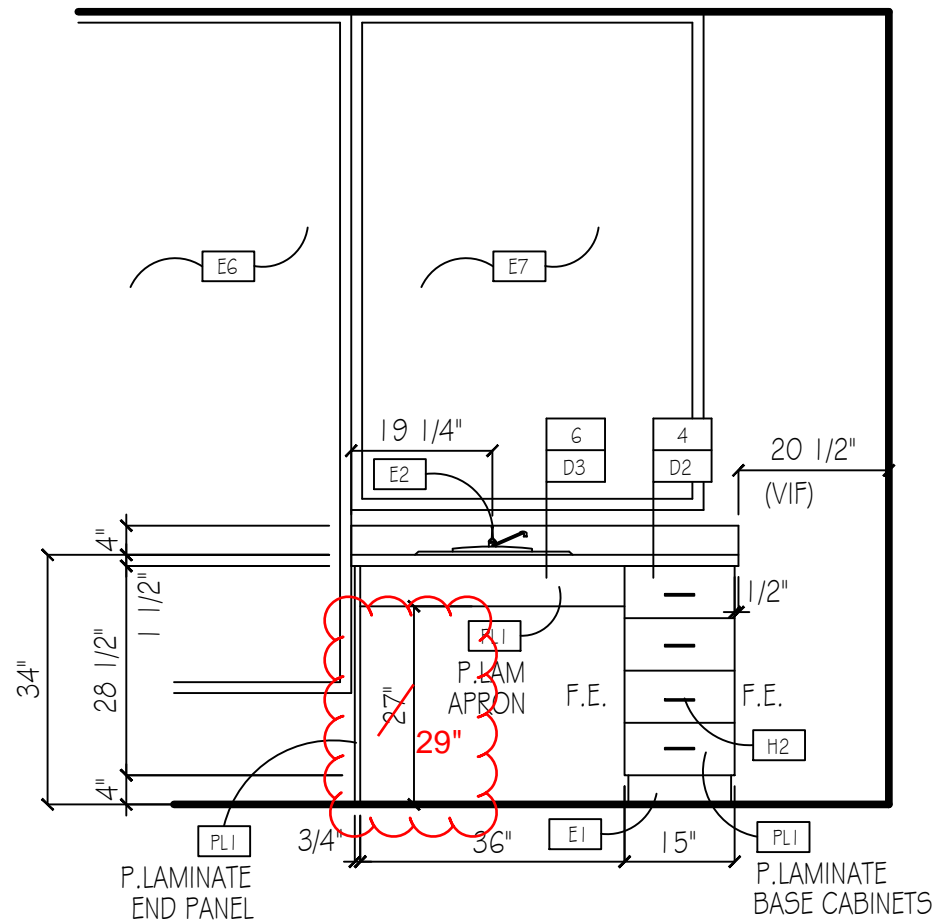
PLAN @ "CLASSROOM #1-211"

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-209"

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-211"

1/2" = 1'-0"



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PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:

BY:

REVISIONS

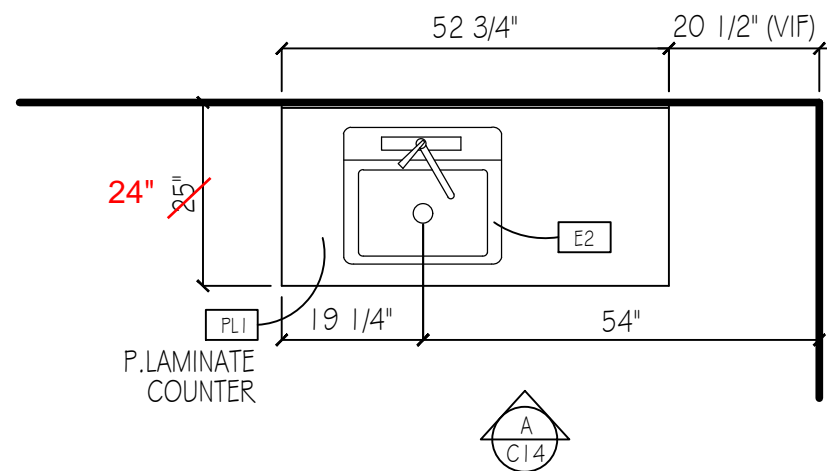
REV. #	REV. DATE
A	4/15/18

PROJECT NO.

760

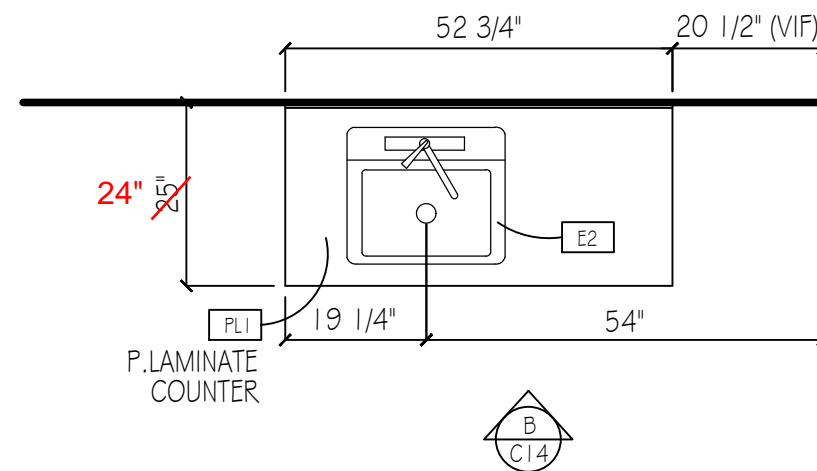
SHEET

C13



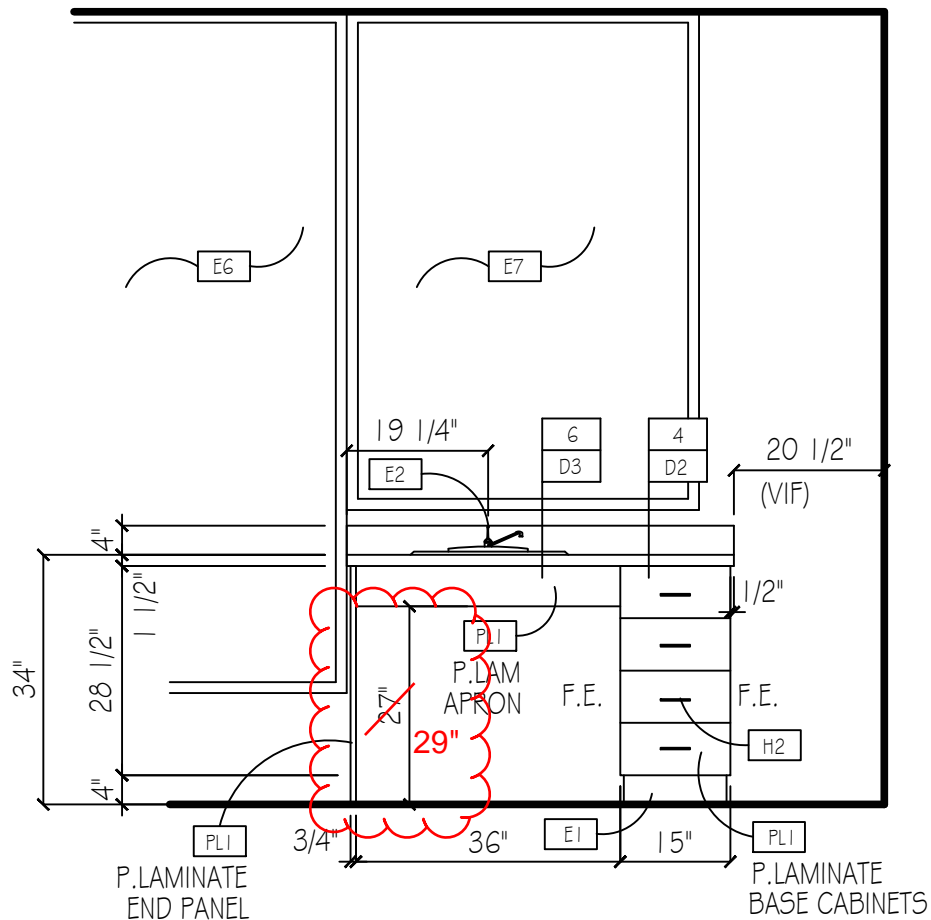
PLAN @ "CLASSROOM #1-214"

1/2" = 1'-0"



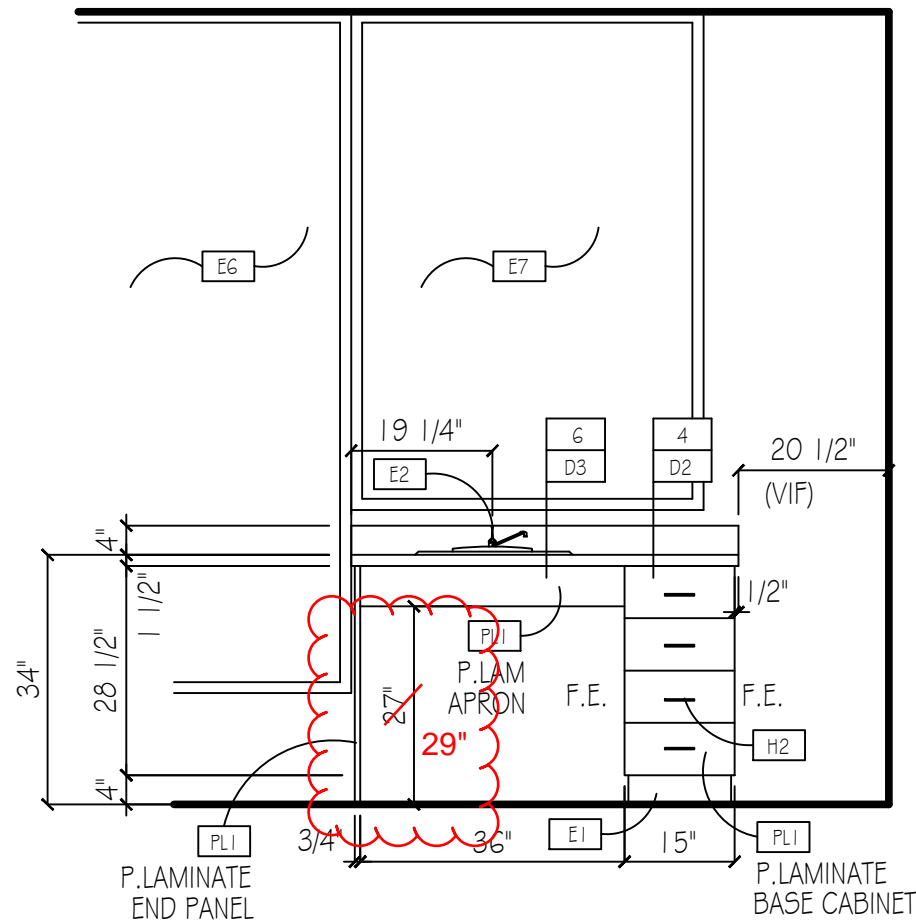
PLAN @ "CLASSROOM #1-216"

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-214"

1/2" = 1'-0"



ELEVATION @ "CLASSROOM #1-216"

1/2" = 1'-0"



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PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:

BY:

REVISIONS

REV. #	REV. DATE
A	4/15/18

PROJECT NO.

760

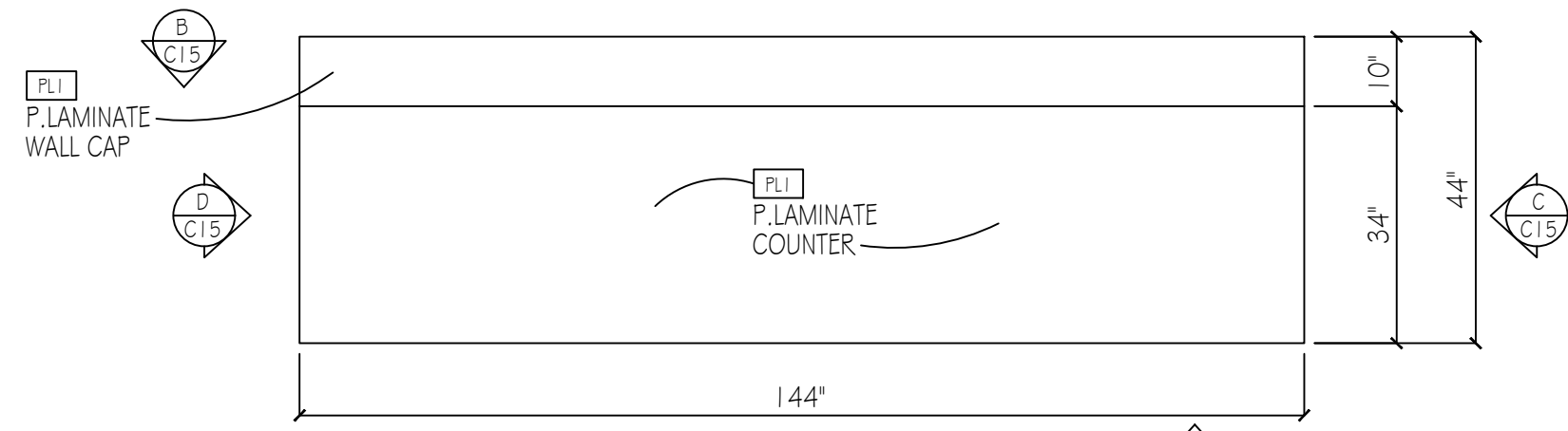
SHEET

C14

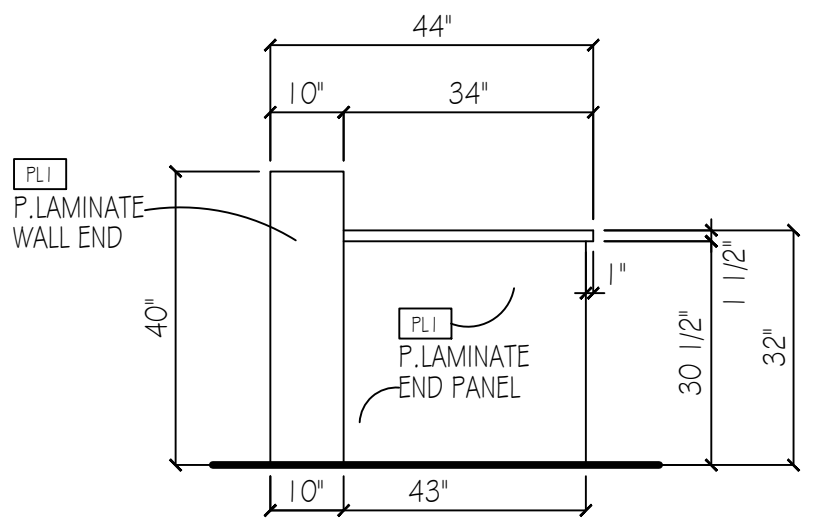


PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

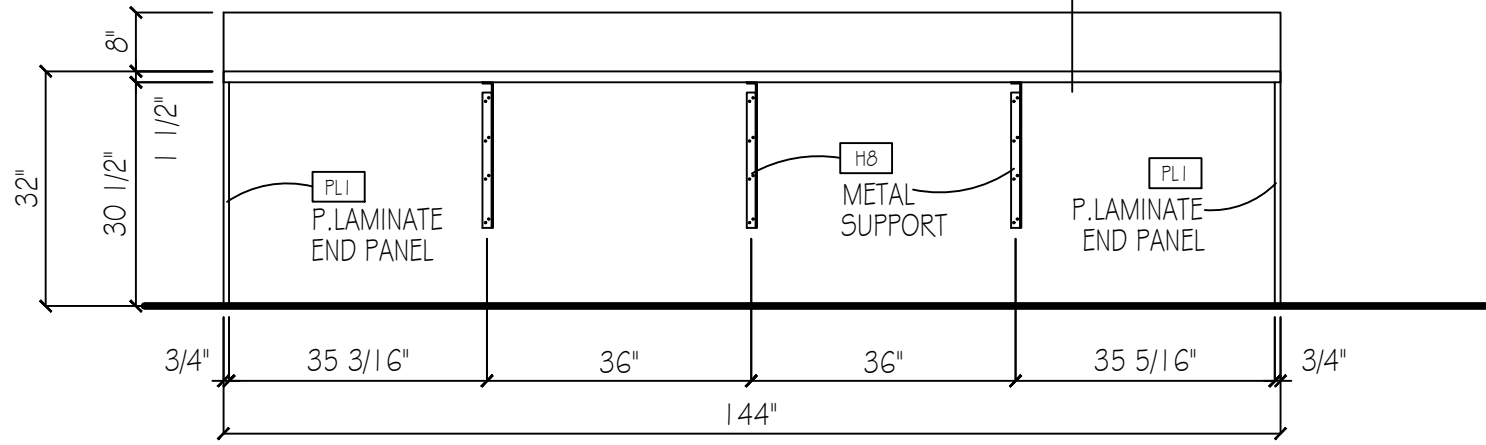
DATE:	
BY:	
REVISIONS	
REV. #	REV. DATE
PROJECT NO.	
760	
SHEET	
C15	



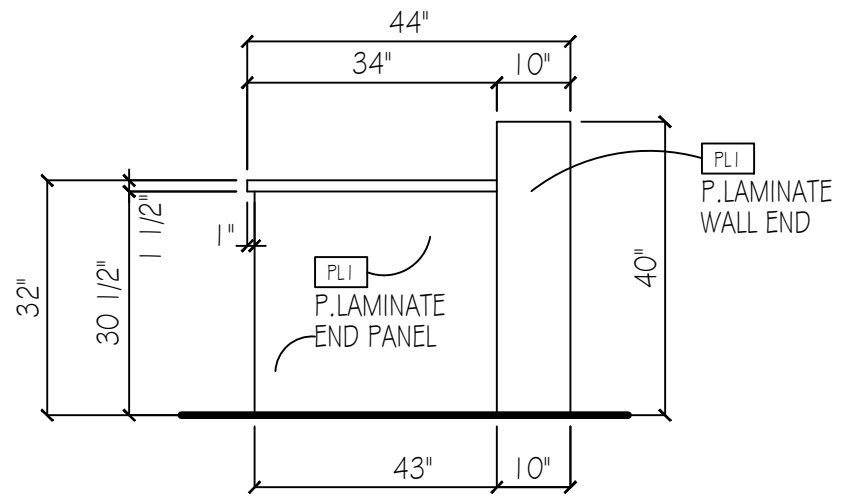
PLAN @ "STAFF WORK AREA #3-108"
 1/2" = 1'-0" (NORTH SIDE)



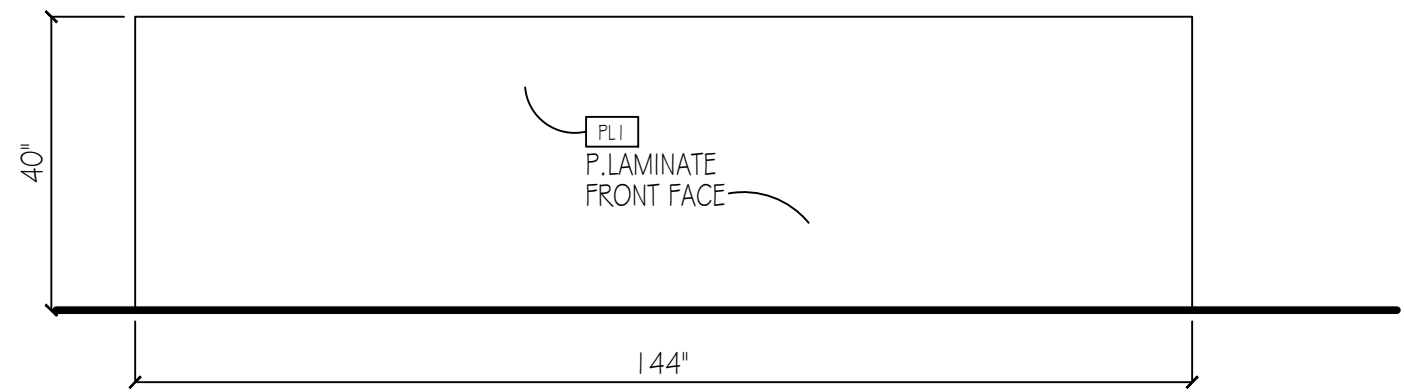
ELEVATION
 1/2" = 1'-0"



ELEVATION @ "STAFF WORK AREA #3-108"
 1/2" = 1'-0" (NORTH SIDE)



ELEVATION
 1/2" = 1'-0"



ELEVATION @ "STAFF WORK AREA #3-108"
 1/2" = 1'-0" (NORTH SIDE)



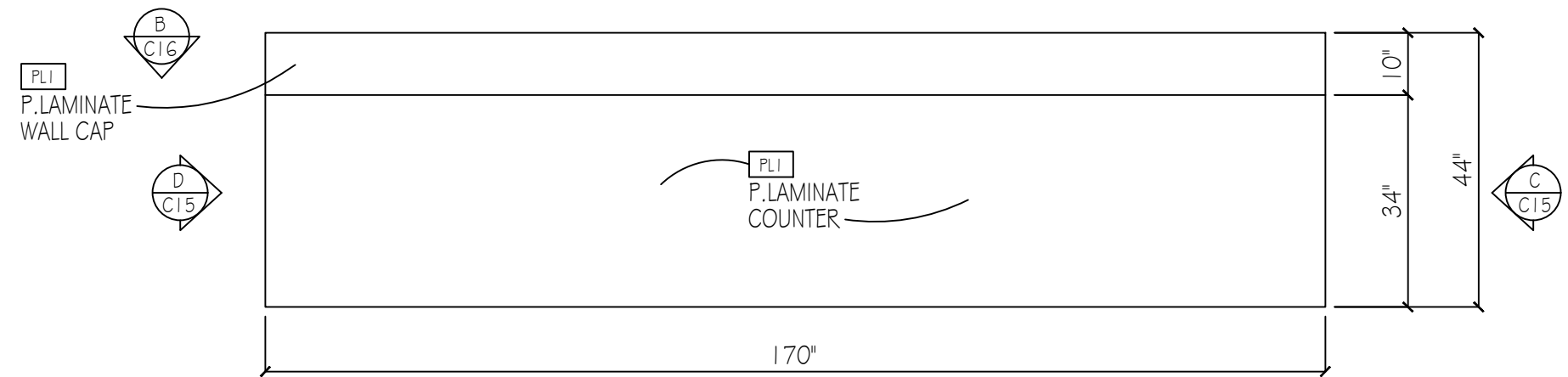
Fine Cabinetry•Millwork•Furniture

PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

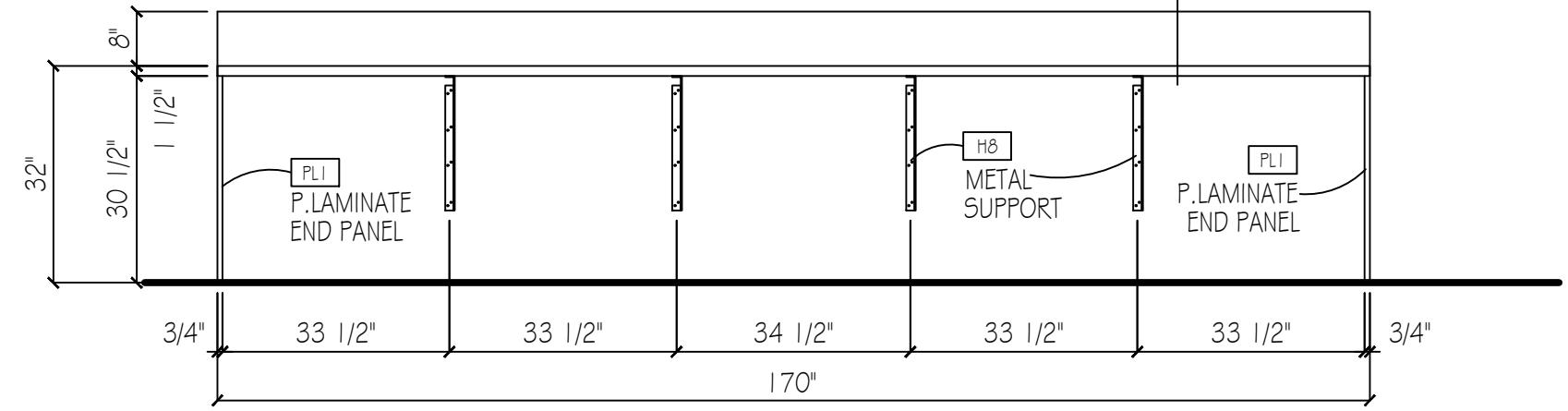
DATE:	
BY:	
REVISIONS	
REV. #	REV. DATE

PROJECT NO.
760
 SHEET

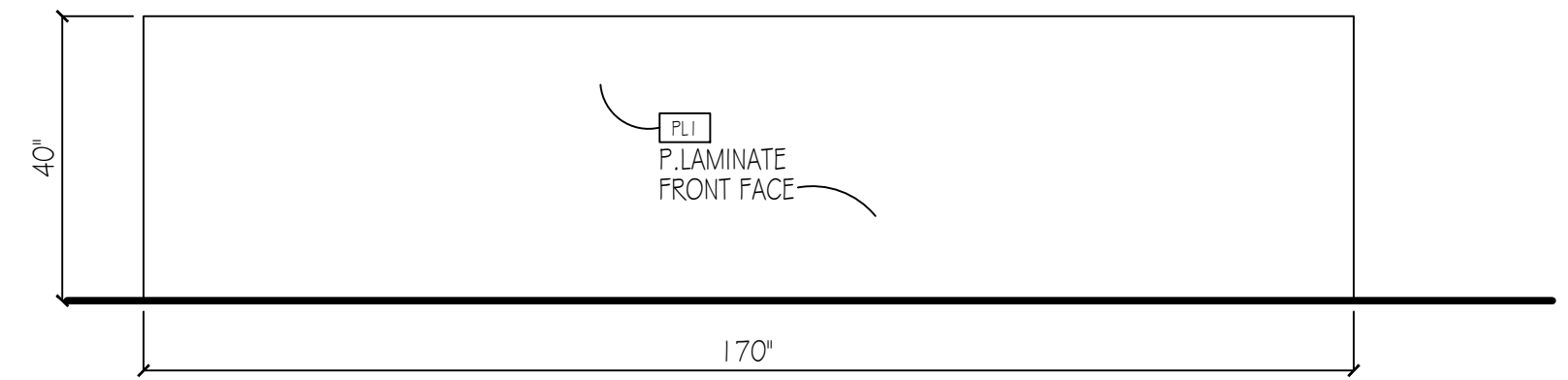
C16



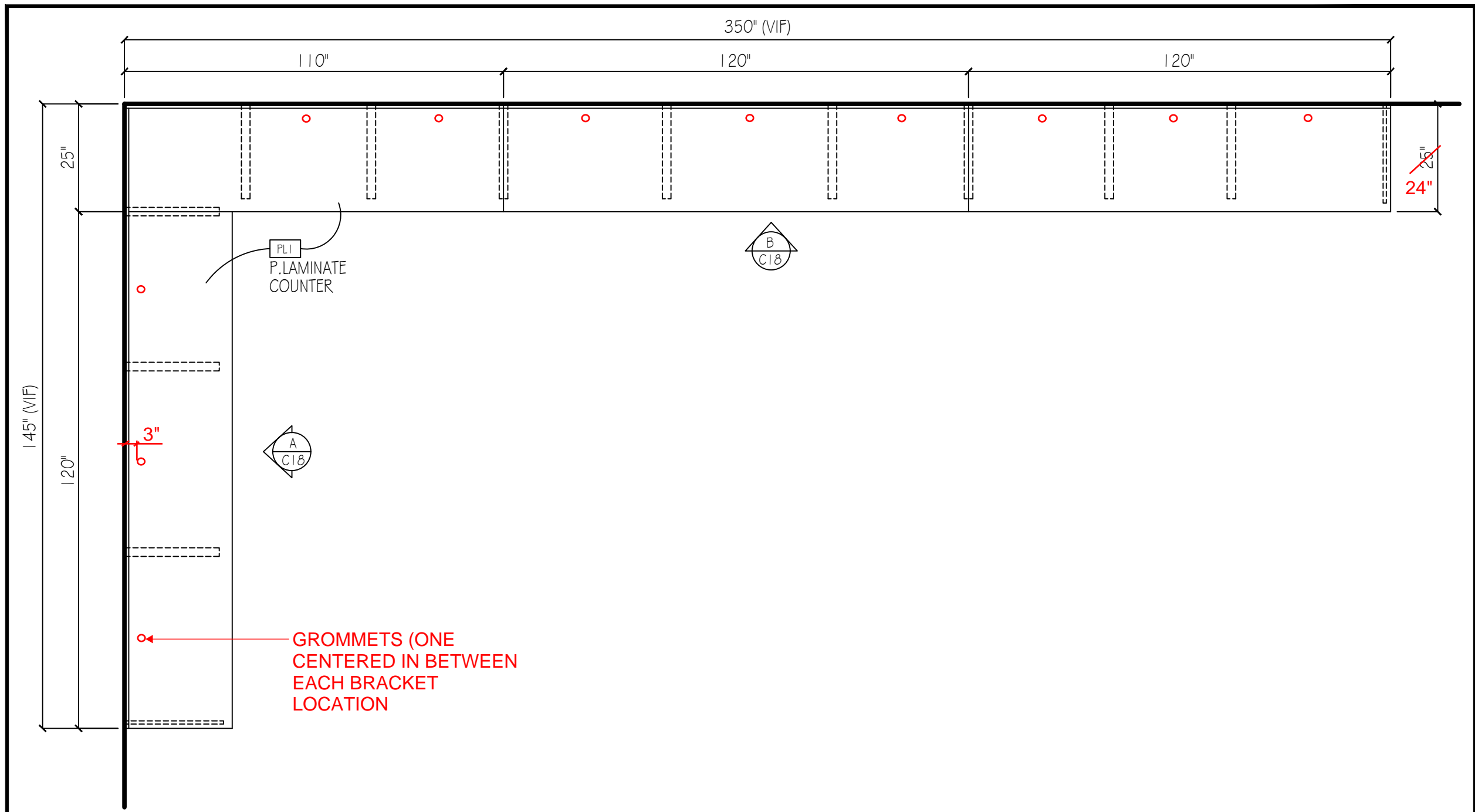
PLAN @ "STAFF WORK AREA #3-108"
 1/2" = 1'-0" (SOUTH SIDE)



ELEVATION @ "STAFF WORK AREA #3-108"
 1/2" = 1'-0" (SOUTH SIDE)



ELEVATION @ "STAFF WORK AREA #3-108"
 1/2" = 1'-0" (SOUTH SIDE)



PL1
P.LAMINATE
COUNTER

A
C18

B
C18

GROMMETS (ONE
CENTERED IN BETWEEN
EACH BRACKET
LOCATION)

PLAN @ "BOOK STACKS/CARTS #3-125"

1/2" = 1'-0"



PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

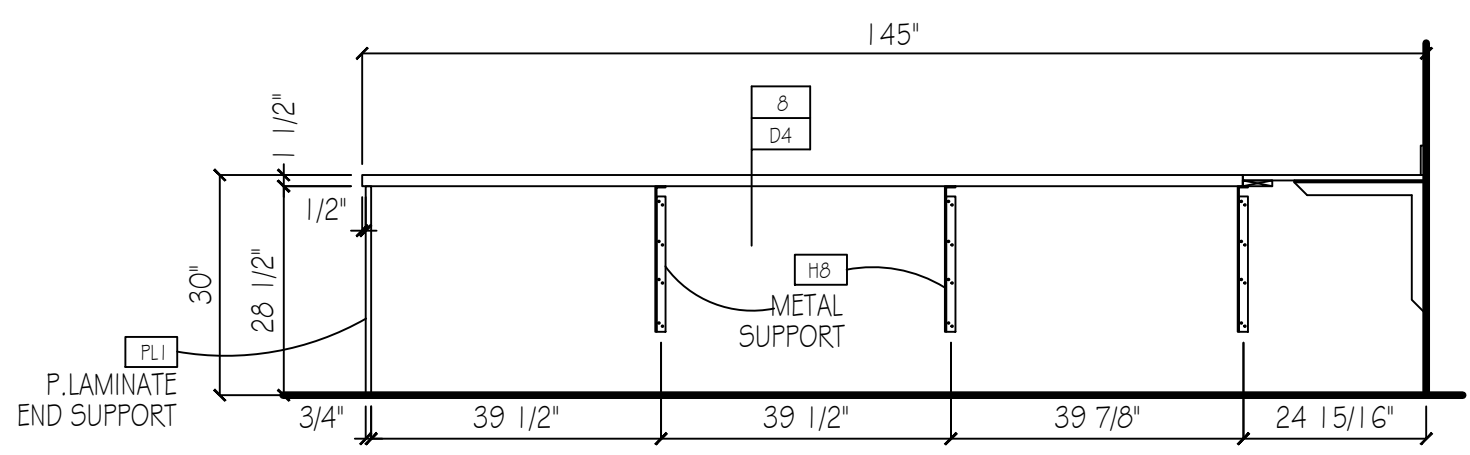
DATE:

BY:

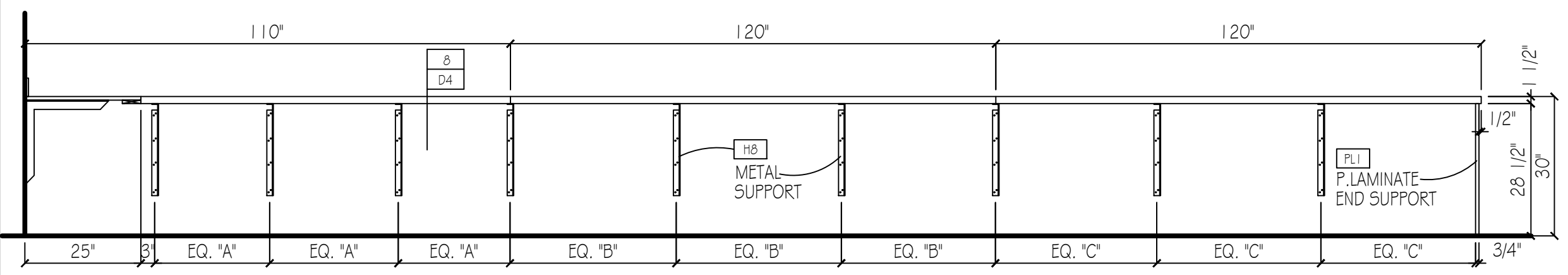
REVISIONS	
REV. #	REV. DATE

PROJECT NO.
760

SHEET
C17



A
C18
ELEVATION @ "BOOK STACKS/CARTS #3-125"
1/2" = 1'-0"



B
C18
ELEVATION @ "BOOK STACKS/CARTS #3-125"
1/2" = 1'-0"

PROJECT NAME:

ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:

BY:

REVISIONS

REV. #	REV. DATE

PROJECT NO.

760

SHEET

C18



Fine Cabinetry•Millwork•Furniture

PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:

BY:

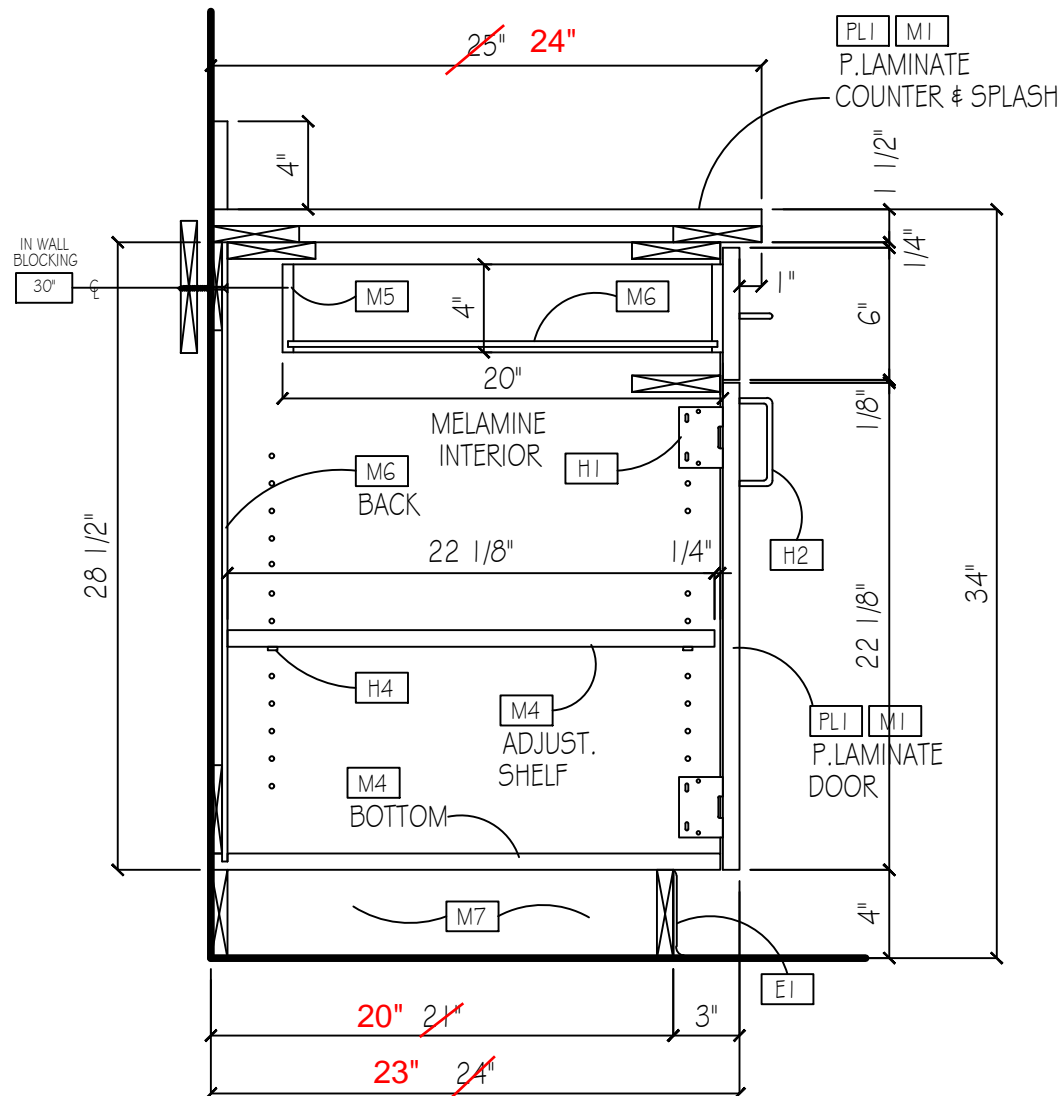
REVISIONS	
REV. #	REV. DATE
A	4/15/18

PROJECT NO.

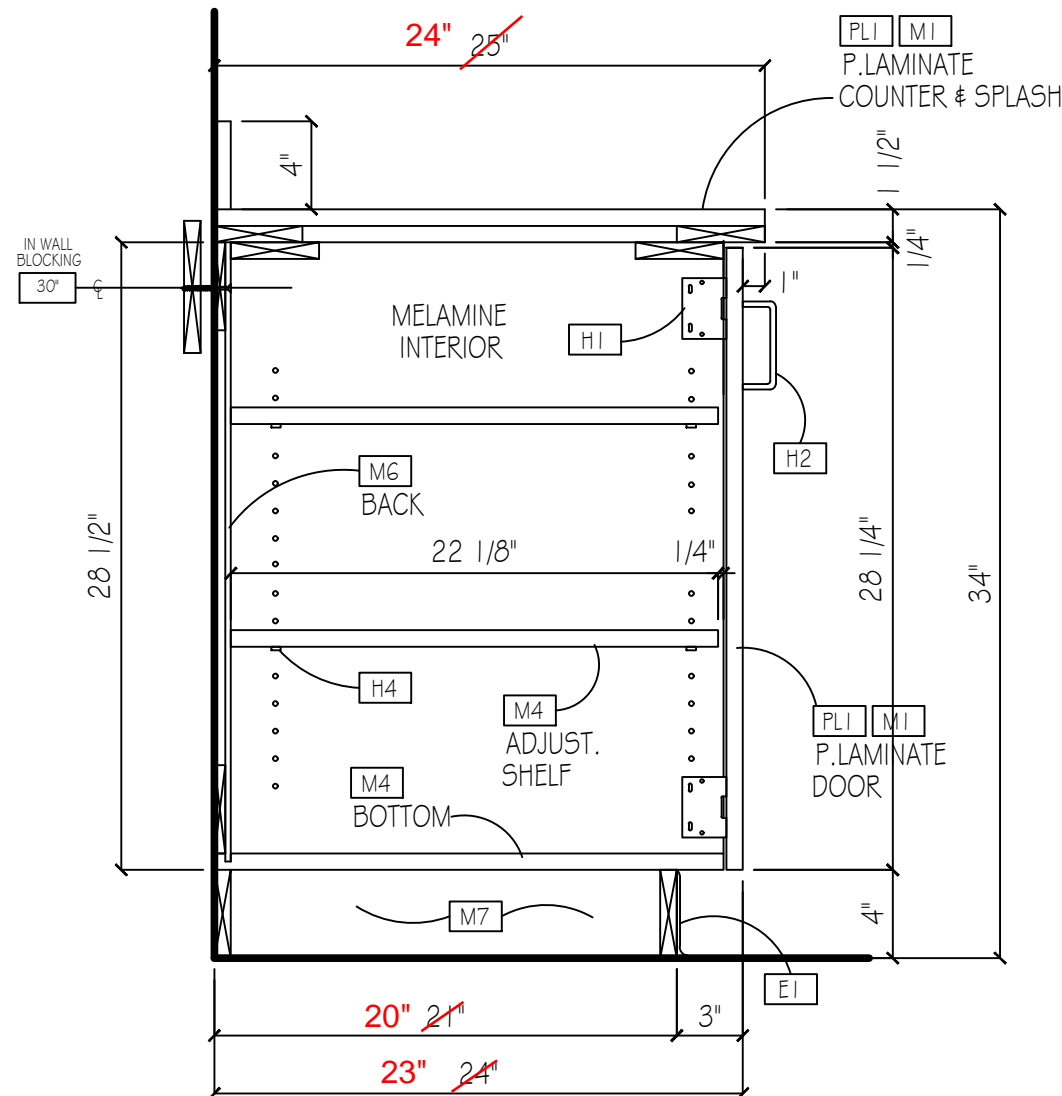
760

SHEET

D1



1 VERTICAL SECTION
 D1 1 1/2" = 1'-0"



2 VERTICAL SECTION
 D1 1 1/2" = 1'-0"



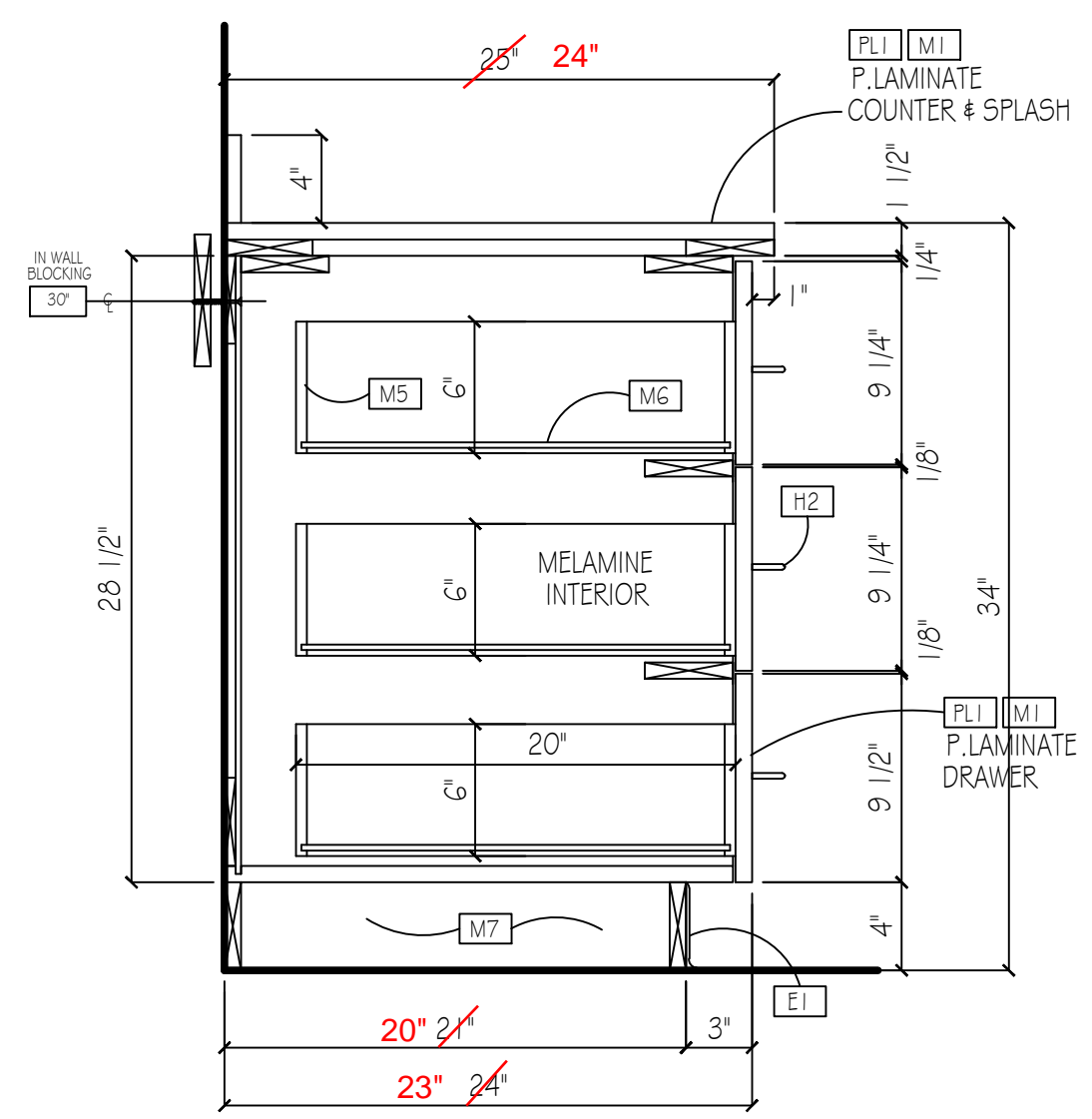
PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE: _____
 BY: _____

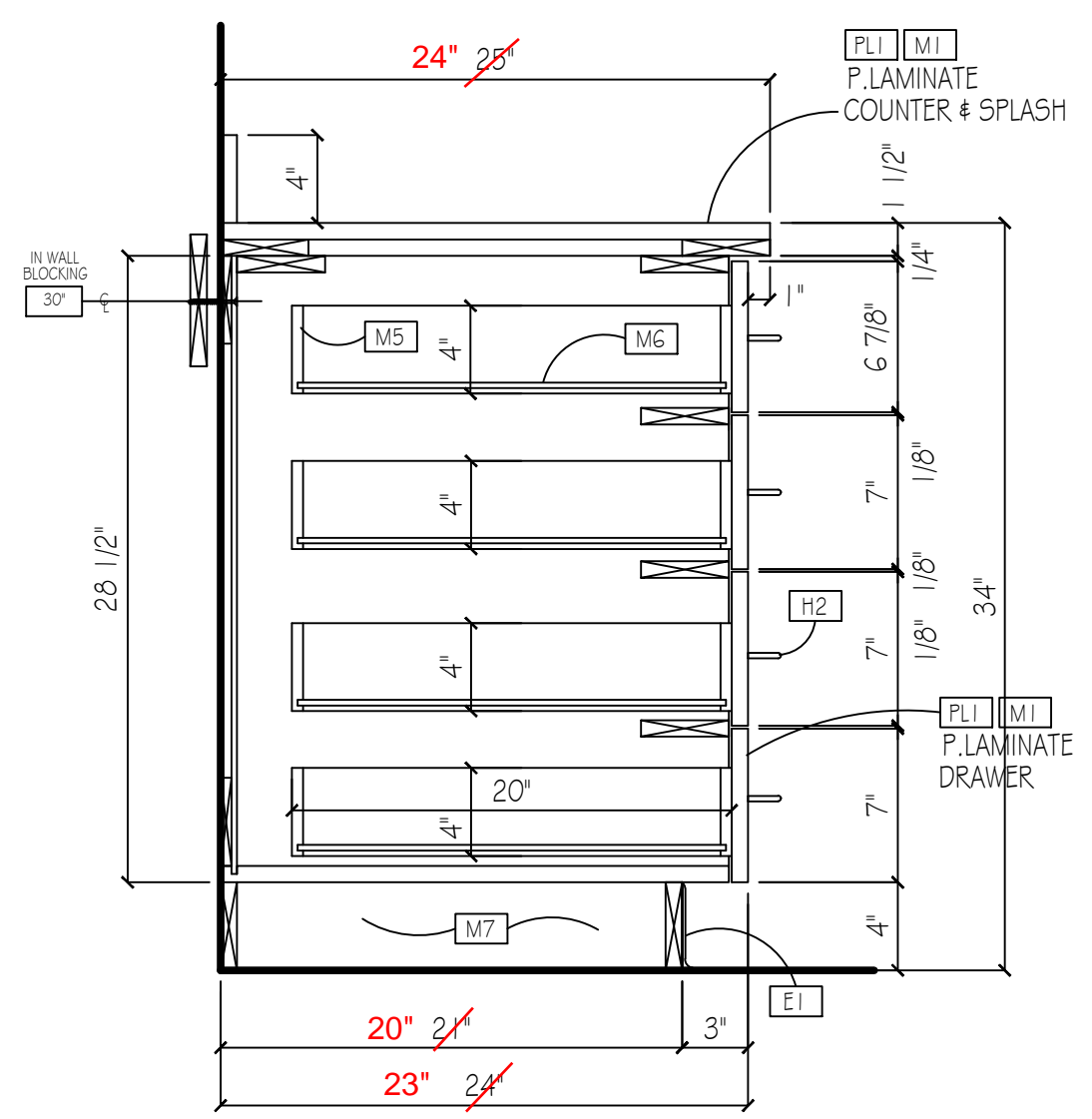
REVISIONS	
REV. #	REV. DATE
A	4/15/18

PROJECT NO.
760
 SHEET

D2



3
 D2
 VERTICAL SECTION
 1 1/2" = 1'-0"



4
 D2
 VERTICAL SECTION
 1 1/2" = 1'-0"



PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:

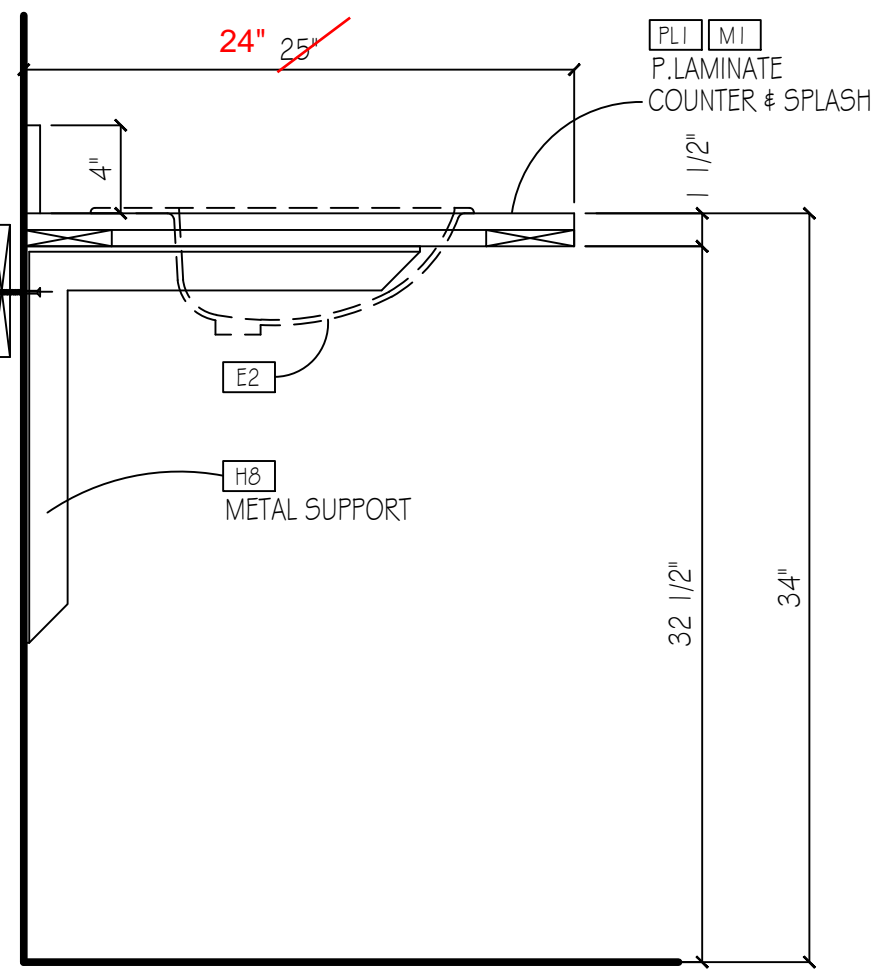
BY:

REVISIONS	
REV. #	REV. DATE
A	4/15/18

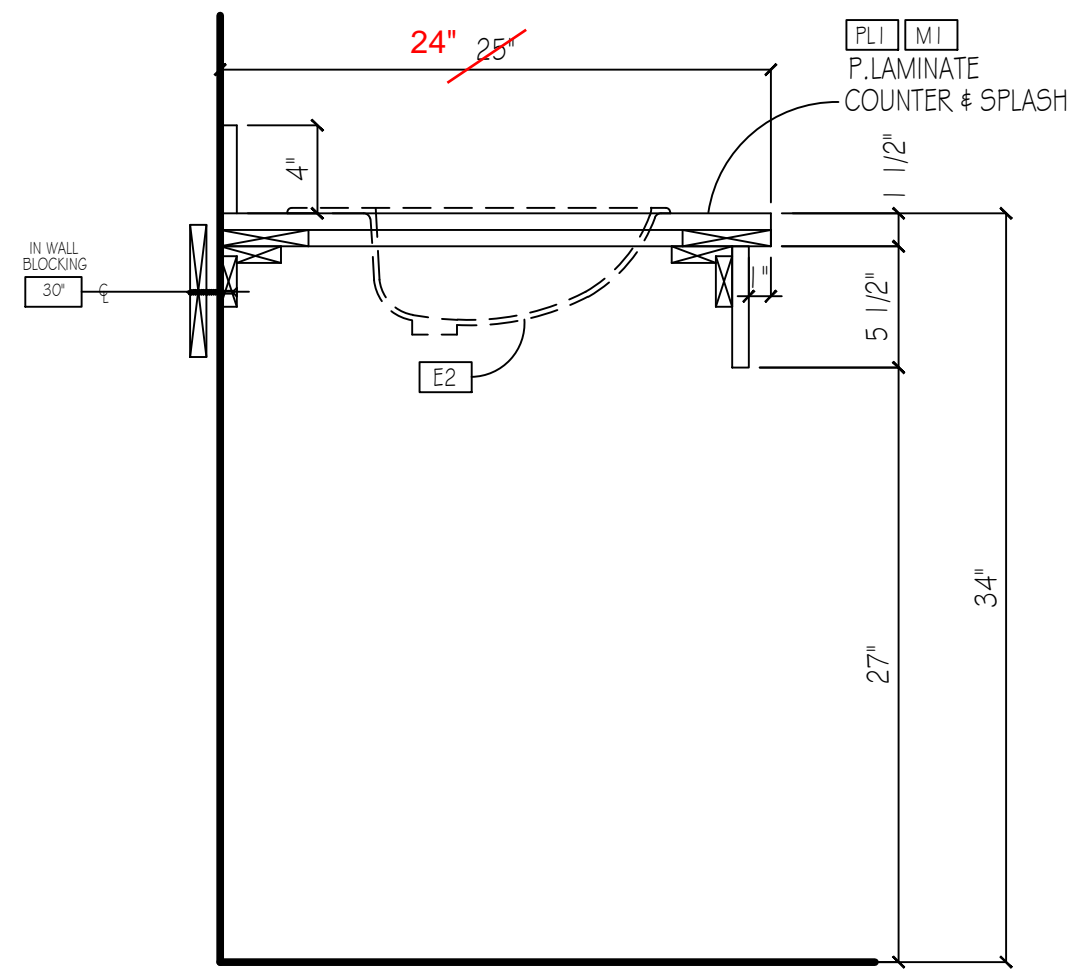
PROJECT NO.
760

SHEET

D3



5 VERTICAL SECTION
 D3 1 1/2" = 1'-0"



6 VERTICAL SECTION
 D3 1 1/2" = 1'-0"



Fine Cabinetry•Millwork•Furniture

PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

DATE:

BY:

REVISIONS

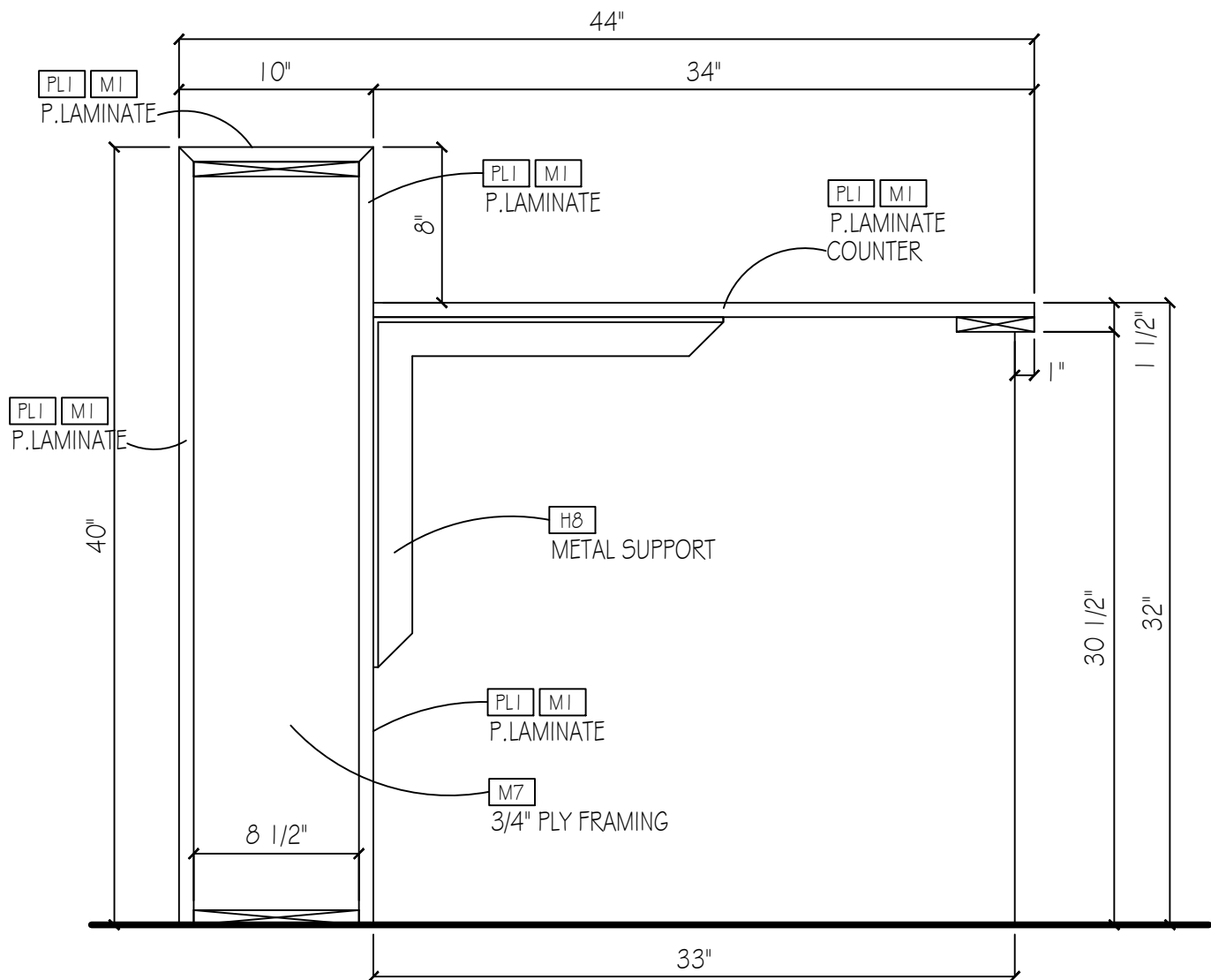
REV. #	REV. DATE

PROJECT NO.

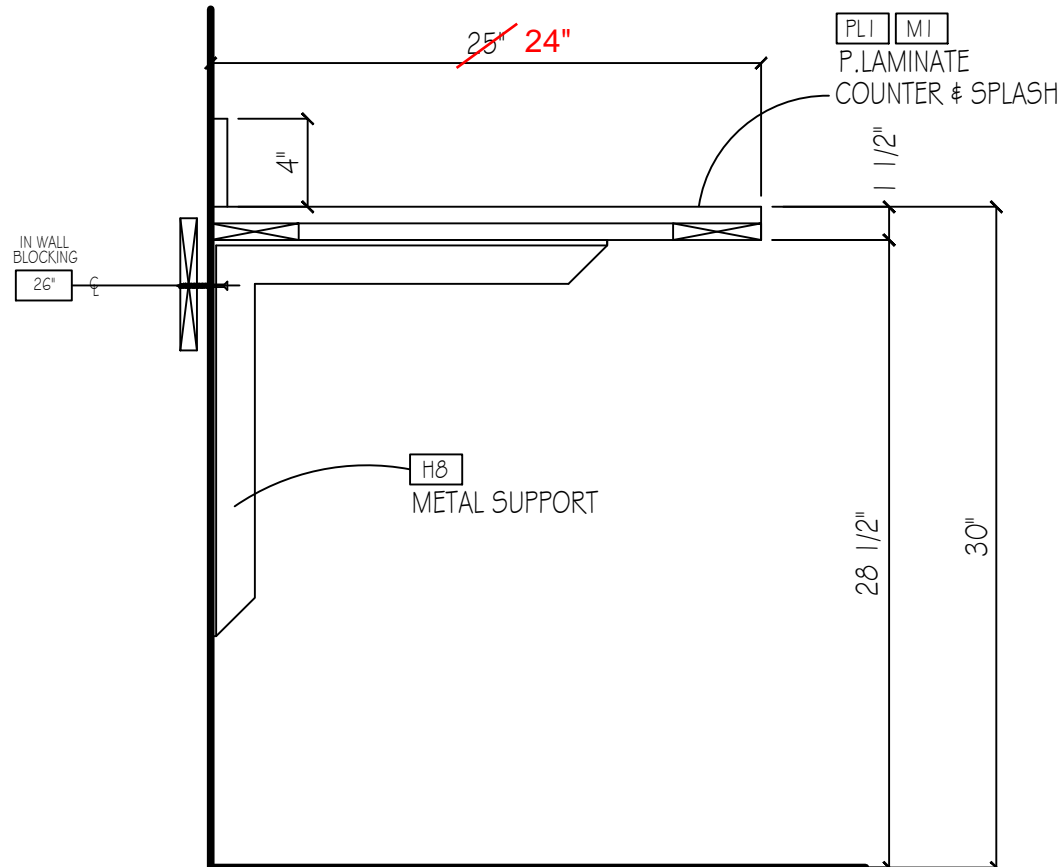
760

SHEET

D4



7 VERTICAL SECTION
 D4 1 1/2" = 1'-0"



8 VERTICAL SECTION
 D4 1 1/2" = 1'-0"

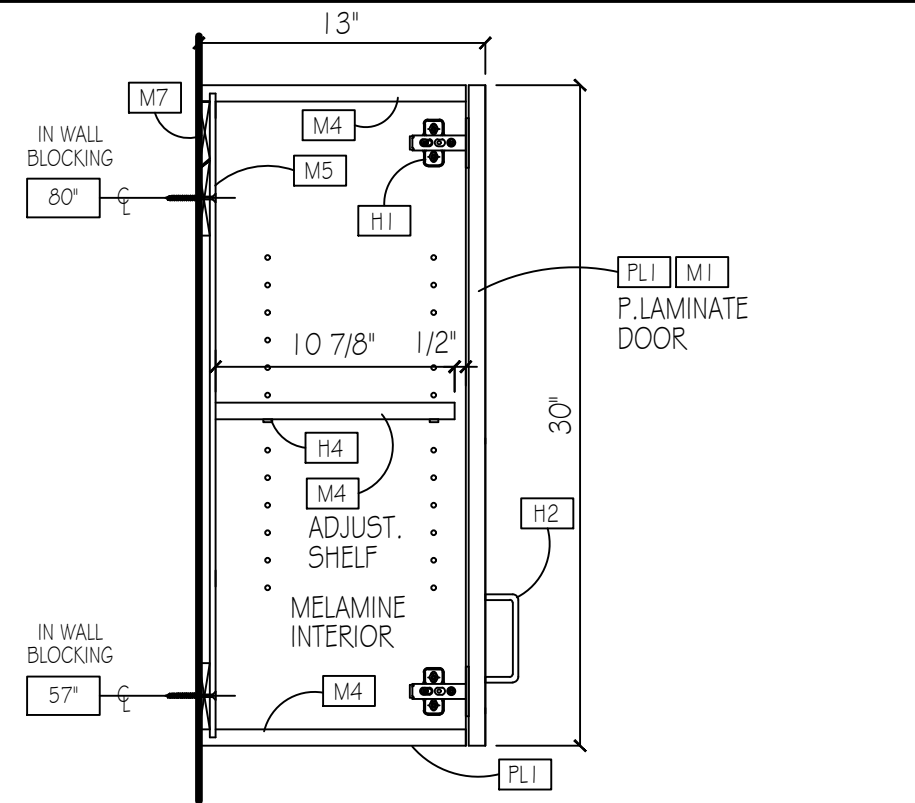


PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL
450 EAST ELM STREET
OXNARD, CA. 93033

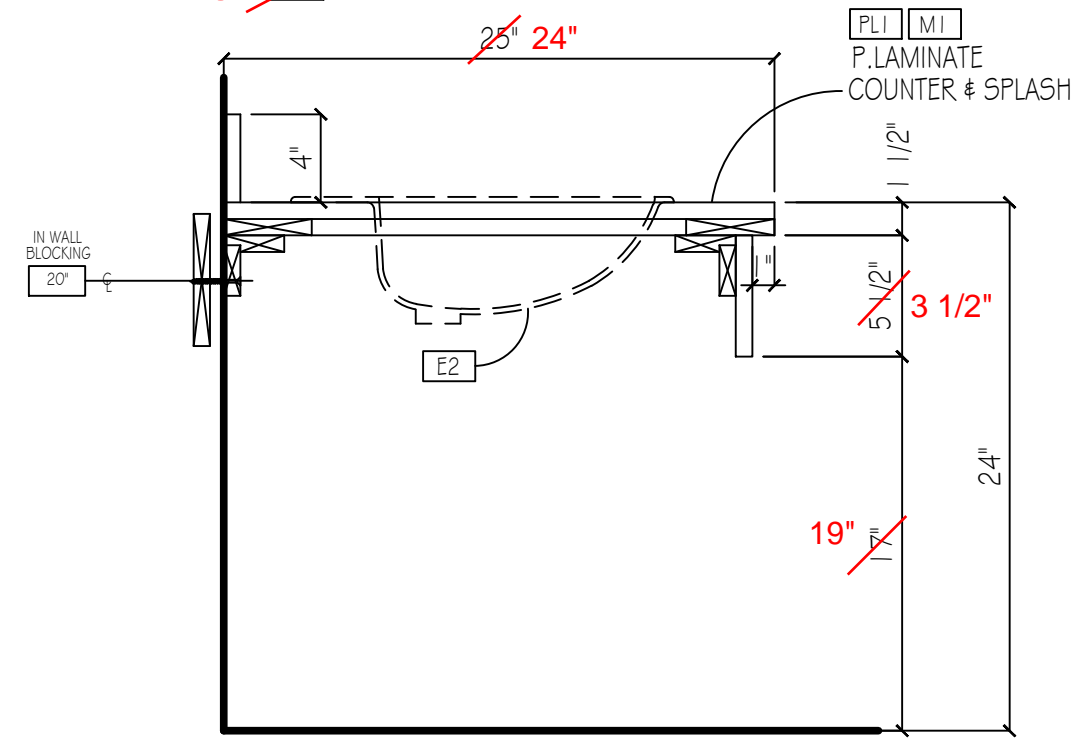
DATE:	
BY:	
REVISIONS	
REV. #	REV. DATE
A	4/15/18
PROJECT NO.	
760	
SHEET	

~~D4~~

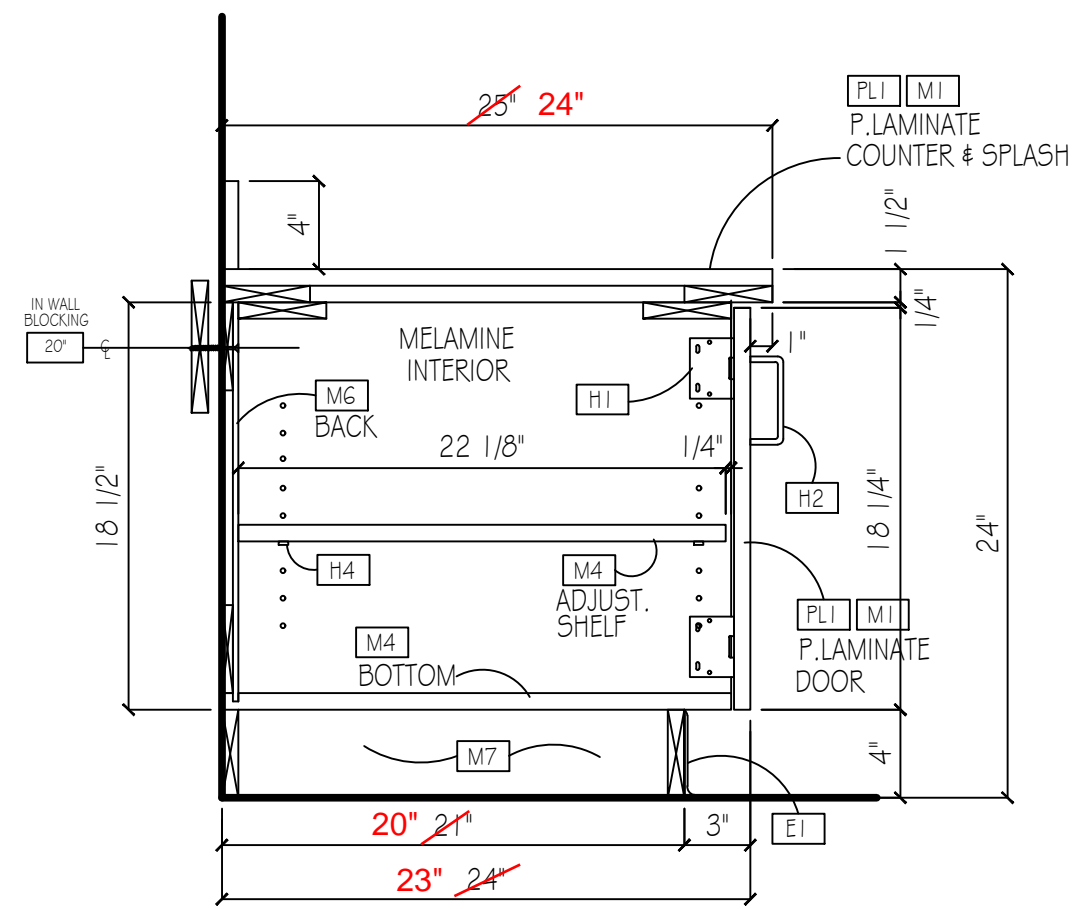
D5



~~D5~~ ⁹/_{D4} VERTICAL SECTION
 3" = 1'-0"



~~D5~~ ⁸/_{D4} VERTICAL SECTION
 1 1/2" = 1'-0"



~~D5~~ ⁷/_{D4} VERTICAL SECTION
 1 1/2" = 1'-0"



Item No.

Quantity

Line Level PO

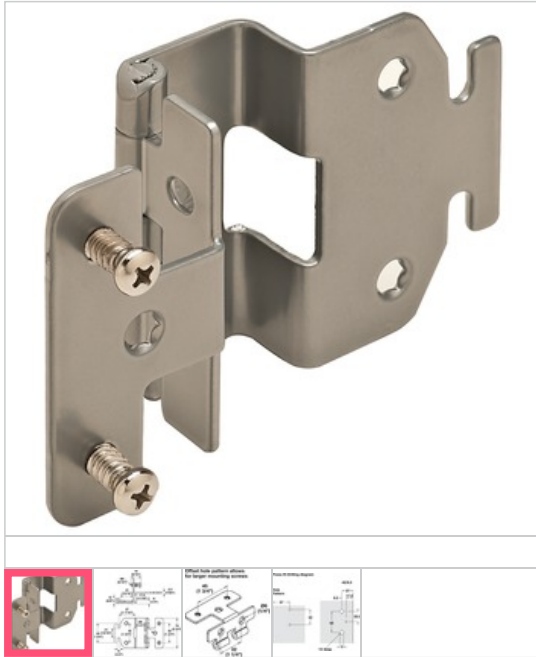
Select product features

Color



Product details

Features	With removable top Thin design, can be used with 5/8" thick panels
Installation	For press fitting in 2 1/2" (64 mm) holes
Material	Plastic



Item No.

Quantity Min. 10

Line Level PO

Finish

- Brushed nickel (plated)
- Dull chrome (powder coated)
- Gloss white (powder coated)
- Matt black (powder coated)

Product details

Hinge knuckles broached for precision pin alignment and smooth operation

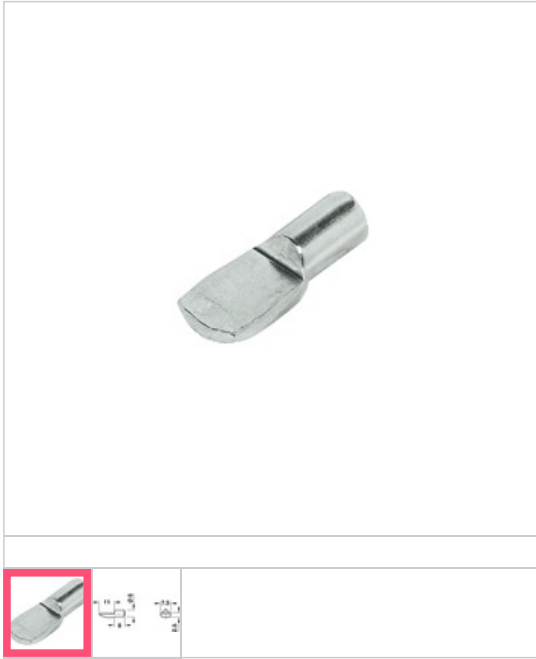
Hinge leaves punched after forming for precision alignment

ANSI/BHMA A-156.9-2001 Grade 1 approved

Standard drilling equipment can be used

Opening angle	270 °
Model series	Advantage 5 K
Application	Universal usage on 3/4" & 13/16" materials
Gauge	14
Installation	"Easy Hang" feature - requires one person operation for hanging large doors Universal drill pattern consistent with Aximat® and concealed hinges Standard 37 mm set back and 32 mm system drilling
Features	Pre-mounted 5 mm Euro Screws
Material	Steel





Item No. 282.04.711 Shelf Support, steel, nickel-plated, 5mm

Quantity Min. 1

Line Level PO

Finish

- Brass plated Bronze Nickel plated

Product details

Load bearing capacity (175 lbs.) 80 kg

For drill hole Ø 5 mm

Material Steel



Item No.

116.09.617 Handle, steel, matt nickel, 103ST48, M4, center to center 96mm

Quantity

Min. 1

Line Level PO

Finish

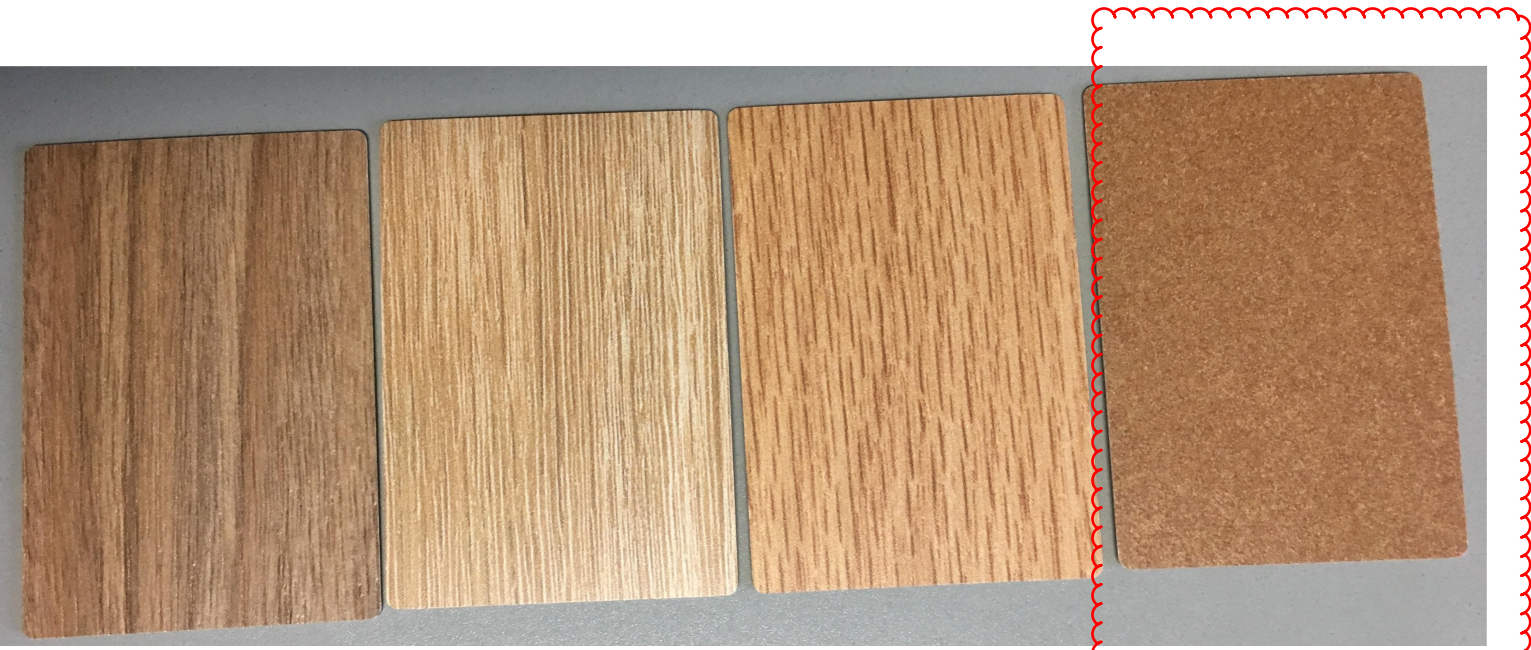
- Matt black
 Matt nickel
 Oil-rubbed bronze
 Polished chrome

Length 106 mm

Hole spacing 96 mm

Product details

Depth	35 mm
Height	10 mm
Thread	M4
Material	Steel
Finish Code	103ST48



SVA Architects, Inc.

ARCHITECTURE
PLANNING
INTERIORS
GRAPHICS

Submittal Number

167-064100/123600-1

Submittal Name

Samples - casework / counter tops

Date

4/17/18

Reviewed by

TB

ARCHITECTURAL REVIEW:

Review, comment or notation regarding the submitted material is for general conformance with information provided and design concept expressed in the Contract Documents.

FURNISH AS SUBMITTED

FURNISH AS CORRECTED

REVISE AND RESUBMIT

REJECTED

NOT SUBJECT TO REVIEW

REVIEWED FOR GENERAL
DESIGN CONFORMANCE

SUBSTITUTION ITEM:

SUBMIT REQUEST

ADDITIONAL INFO REQ'D

SUBMIT SPECIFIED ITEM



CHANGE ORDER REQUEST

COR No. 452 R1

Date: 12/18/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Rebar For Added Column Pedestals

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to for rebar for concrete pedestals added for columns and labor to install #4 ties.	Stantru Reinforcing Steel	1,097
Reason: Details shown framed columns originally placed on concrete flatwork. This is additional work and not included in our original scope.		
Requested By: SVA Architects		
Ref: RFI 345		
		Subtotal: 1,097
Contractual Costs		
Overhead 15%		165
		Subtotal: 165
Total Change Order Request Amount:		1,262

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

Stantru Reinforcing Steel

11175 Redwood Avenue Ph (909) 587-1441
 Fontana, CA 92337 Fax (909) 587-1585
 Branch # 0

Contractors Lic # CA 680659 C50

CHANGE ORDER



COR # 007
 Date: 6/19/2018
 Rev #: _____

GENERAL INFORMATION

Contractor: Benards Builders		Ph # 818-898-1521 Fax #	Job Name: Elm Street Elementary	Job No: 17452
Address: 555 First Street			Job Address: 450 East Elm Street	
City: San Fernando	State: CA	Zip: 91340	City: Oxnard	State: CA
Ordered By: Jaime Pace		Email: jpace@bernards.com	Date Ordered: 5/22/18	Contractor Ref. No: (CO#, RFI#, etc) RFI 345
Written By: Steve Torrey		Email: steve.torrey@stantru.com	Date Written: 6/19/18	Type of Cost: EXTRA
			Load Status: -	Lot No's Used: -

PRICING INFORMATION

Description of Change:																
Extra to Contract (Added Reinforcing & Labor) RFI #345																
Labor to install is for the #4 Ties Only.																
Labor Breakdown:					Material Breakdown:											
Rebar Labor	4.9815212	Hrs @	\$	69.81	/Hr=	\$	347.76	Rebar Mtrl	t	1,113	Lbs @	\$	0.5100	/Lb=	\$	567.63
Mesh Labor	-	SF @	\$	-	/SF=	\$	-	Mesh Mtl	t	-	SF @	\$	-	/SF=	\$	-
Couplers Lbr	-	Ea @	\$	-	/Ea=	\$	-	Couplers Mtrl	t	-	Ea @	\$	-	/Ea=	\$	-
Other #1	-	Ea @	\$	-	/Ea=	\$	-	Re-Detailing	t	-	Hrs @	\$	-	/Hr=	\$	-
Other #2	-	Ea @	\$	-	/Ea=	\$	-	Freight	t	-	Lds @	\$	-	/Ld=	\$	-
Other #3	-	Ea @	\$	-	/Ea=	\$	-	Other #1	t	-	LS @	\$	-	/Ea=	\$	-
Other #4	-	Ea @	\$	-	/Ea=	\$	-	Other #2	t	-	Ea @	\$	-	/Ea=	\$	-
Placing Cost Subtotal=								Material Cost Subtotal=								
\$ 347.76								\$ 567.63								
Markup of 15% \$ 52.16								Markup of 15% \$ 85.14								
Placer: Stantru Reinforcing Steel Subtotal=								Subtotal=								
\$ 399.92								\$ 652.77								
Taxable Value: \$0.00 @ 0.00% =								Taxable Value: \$567.63 @ 7.75% =								
\$ -								\$ 43.99								
Total Price for Labor=								Total Price for Material=								
\$ 399.92								\$ 696.77								

NOTE: If the customer wishes to use their Change Order Form instead of this form, please refer to the CO # listed in the above right corner of this page. NO WORK ASSOCIATED WITH THIS CHANGE SHALL START UNTIL THIS FORM IS APPROVED & RETURNED.

Subtotal (Labor & Material)= \$ 1,097.00

Bond 0.00% \$ -

Total Price for this Change= \$ 1,097.00

CUSTOMER ACCEPTANCE:

Above described work is in excess of contract scope. Work to be performed under same conditions as specified in original contract unless otherwise stipulated:

Signed: _____
 Title: _____

Date: _____

Stantru Reinforcing Steel

We hereby agree to furnish labor and materials-complete in accordance with the above specification, at the above stated price.

Signed: Steve Torrey
 Title: Project Manager

Date: June 19, 2018

Release Details

Job#: 017452
Cust#: BERRDS
Release: 00111EX

Elm Street Elementary
Bernards Builders
Extra to Contract (RFI #345) Drill and Epoxy

Comment:

Bid: COR 007 ()
Sac: 028 Stairs-Pits-Misc.
Code: Normal Release (Bill Adj: 1)

MTR: Yes
Lab: N/A
Status: Shipped

Item#	Type	Qty	Part	Grade	TotLgt	Mark	Bend	A	B	C	D	E	F	G	H	K	R	J	O	Weight
0001	Str	136	8+	706 Gr	2-2															787
0002	Lig	85	4+	706 Gr	5-9	4000	T1	0-4½	1-3	1-3	1-3	1-3		0-4½						326

Size	Total #	Total Pcs	Total Weight	Stock Weight	Str Pcs	Straight Weight	Hvy #	Heavy Pcs	Heavy Weight	Lig #	Light Pcs	Light Weight	Med Pcs	Medium Weight	Spiral Pcs	Spiral Weight	Thread Pcs	Thread Weight	
Rebar-Black	706 Gr																		
4 Bar	1	85	326	0	0	0	0	0	0	1	85	326	0	0	0	0	0	0	
8 Bar	1	136	787	0	136	787	0	0	0	0	0	0	0	0	0	0	0	0	
SizeTot:	2	221	1,113	0	136	787	0	0	0	1	85	326	0	0	0	0	0	0	
RptTot:	2	221	1,113	0	136	787	0	0	0	1	85	326	0	0	0	0	0	0	



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 345

Project: Elm Elementary School Reconstruction Project

Date: 02-02-18
Discipline: Structural

Subject: Steel Column Concrete Pedestals

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A64.4	3	
S-302	10	
S-303	14	

QUESTION

All of the steel columns that were installed per 14/S-303(caisson-type) will need a concrete pedestal added around them. The wood framing (3/A-64.4) around the column must terminate above finish surface.

SUGGESTION

We recommend doweling rebar into the top of the footing and creating a cage around the steel column for the concrete pedestal similar to 10/S-302.

ANSWER

Structurally acceptable to use 10/S-302. Min. 6" embedment for rebar dowels into footing, PSE-02/02/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
JT Wimsatt Contracting Co Inc	Mike Taylor	2/10/2018

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: Steve Johnson - Bernards
Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 345

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-02-18
Discipline: Structural

Subject: Steel Column Concrete Pedestals

Response Requested By: 02-09-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A64.4	3	
S-302	10	
S-303	14	

QUESTION

All of the steel columns that were installed per 14/S-303(caisson-type) will need a concrete pedestal added around them. The wood framing (3/A-64.4) around the column must terminate above finish surface.

SUGGESTION

We recommend doweling rebar into the top of the footing and creating a cage around the steel column for the concrete pedestal similar to 10/S-302.

ANSWER

Structurally acceptable to use 10/S-302. Min. 6" embedment for rebar dowels into footing,
PSE-02/02/18

Response Provided By: _____
Name Company Date

Question Initiated By: Steve Johnson - Bernards

Submitted By: Alex Rivera - Bernards

1450



HOURLY LABOR COST RATES

Sub/Contractor: Stantru Resources Inc. **Trade:** Ironworker
Date: 6/19/17 **Classification:** Journeyman
Project: Elm Elementary School
Rate Effective Through: 6/30/17 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	36.00	\$ 54.00	\$ 72.00
Vacation & Holiday Accrual	\$ 4.00	\$ 4.00	\$ 4.00
Hourly Taxable Wage Costs Subtotal	\$ 40.00	\$ 58.00	\$ 76.00
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.48	\$ 3.60	\$ 4.71
Medicare	\$.58	\$.84	\$ 1.10
FUI	\$.32	\$.46	\$.61
SUI	\$ 2.48	\$ 3.60	\$ 4.71
Workers Compensation Insurance	\$.36	\$.52	\$.68
General Liability Insurance (If Applicable)	\$	\$	\$
Hourly Payroll Tax & Insurance Subtotal	\$ 6.22	\$ 9.02	\$ 11.82
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	13.32	\$ 13.32	\$ 13.32
Pension & Retirement (or equivalent)	9.55	\$ 9.55	\$ 9.55
Training (or equivalent)	\$.72	\$.72	\$.72
Hourly Benefits Subtotal	\$ 23.59	\$ 23.59	\$ 23.59
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 69.81	\$ 90.61	\$ 111.41

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: Stantru Resources Inc. **Trade:** Ironworker
Date: 6/19/17 **Classification:** Apprentice 1
Project: West Hollywood Park
Rate Effective Through: 6/30/17 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	18.00	\$ 27.00	\$ 36.00
Vacation & Holiday Accrual	\$ 4.00	\$ 4.00	\$ 4.00
Hourly Taxable Wage Costs Subtotal	\$ 22.00	\$ 31.00	\$ 40.00
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 1.36	\$ 1.92	\$ 2.48
Medicare	\$.32	\$.45	\$.58
FUI	\$.18	\$.25	\$.32
SUI	\$ 1.36	\$ 1.92	\$ 2.48
Workers Compensation Insurance	\$ 2.42	\$ 2.42	\$ 2.42
General Liability Insurance (If Applicable)	\$	\$	\$
Hourly Payroll Tax & Insurance Subtotal	\$ 5.64	\$ 6.96	\$ 8.28
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	5.50	\$ 5.50	\$ 5.50
Pension & Retirement (or equivalent)		\$	\$
Training (or equivalent)	\$.72	\$.72	\$.72
Hourly Benefits Subtotal	\$ 6.22	\$ 6.22	\$ 6.22
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 33.86	\$ 44.18	\$ 54.50

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: Stantru Resources Inc. **Trade:** Ironworker
Date: 6/19/17 **Classification:** Apprentice 2
Project: Elm Elementary School
Rate Effective Through: 6/30/17 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	19.80	\$ 19.80	\$ 19.80
Vacation & Holiday Accrual	\$ 4.00	\$ 4.00	\$ 4.00
Hourly Taxable Wage Costs Subtotal	\$ 22.00	\$ 31.00	\$ 40.00
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 1.48	\$ 2.09	\$ 2.70
Medicare	\$.35	\$.49	\$.63
FUI	\$.19	\$.27	\$.35
SUI	\$ 1.48	\$ 2.09	\$ 2.70
Workers Compensation Insurance	\$ 2.62	\$ 2.62	\$ 2.62
General Liability Insurance (If Applicable)	\$	\$	\$
Hourly Payroll Tax & Insurance Subtotal	\$ 6.12	\$ 7.56	\$ 9.00
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	9.55	\$ 9.55	\$ 9.55
Pension & Retirement (or equivalent)		\$	\$
Training (or equivalent)	\$.72	\$.72	\$.72
Hourly Benefits Subtotal	\$ 10.27	\$ 10.27	\$ 10.27
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 38.39	\$ 48.83	\$ 59.27

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:	Stantru Resources Inc.	Trade:	Ironworker
Date:	6/19/17	Classification:	Apprentice 3
Project:	Elm Elementary School	Union :	<input checked="" type="checkbox"/> Non Union: <input type="checkbox"/>
Rate Effective Through:	6/30/17		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	21.60	\$ 32.40	\$ 43.20
Vacation & Holiday Accrual	\$ 4.00	\$ 4.00	\$ 4.00
Hourly Taxable Wage Costs Subtotal	\$ 25.60	\$ 36.40	\$ 47.20
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 1.59	\$ 2.26	\$ 2.93
Medicare	\$.37	\$.53	\$.68
FUI	\$.20	\$.29	\$.38
SUI	\$ 1.59	\$ 2.26	\$ 2.93
Workers Compensation Insurance	\$ 2.82	\$ 2.82	\$ 2.82
General Liability Insurance (If Applicable)	\$	\$	\$
Hourly Payroll Tax & Insurance Subtotal	\$ 6.57	\$ 8.16	\$ 9.74
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	9.55	\$ 9.55	\$ 9.55
Pension & Retirement (or equivalent)	3.33	\$ 3.33	\$ 3.33
Training (or equivalent)	\$.72	\$.72	\$.72
Hourly Benefits Subtotal	\$ 13.60	\$ 13.60	\$ 13.60
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 45.77	\$ 58.16	\$ 70.54

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|--|---|



HOURLY LABOR COST RATES

Sub/Contractor: Stantru Resources Inc. **Trade:** Ironworker
Date: 6/19/17 **Classification:** Apprentice 4
Project: Elm Elementary School
Rate Effective Through: 6/30/17 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	23.40	\$ 35.10	\$ 46.80
Vacation & Holiday Accrual	\$ 4.00	\$ 4.00	\$ 4.00
Hourly Taxable Wage Costs Subtotal	\$ 27.40	\$ 39.10	\$ 50.80
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 1.70	\$ 2.42	\$ 3.15
Medicare	\$.40	\$.57	\$.74
FUI	\$.22	\$.31	\$.41
SUI	\$ 1.70	\$ 2.42	\$ 3.15
Workers Compensation Insurance	\$ 3.01	\$ 3.01	\$ 3.01
General Liability Insurance (If Applicable)	\$	\$	\$
Hourly Payroll Tax & Insurance Subtotal	\$ 7.03	\$ 8.73	\$ 10.46
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	9.55	\$ 9.55	\$ 9.55
Pension & Retirement (or equivalent)	3.33	\$ 3.33	\$ 3.33
Training (or equivalent)	\$.72	\$.72	\$.72
Hourly Benefits Subtotal	\$ 13.60	\$ 13.60	\$ 13.60
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 48.03	\$ 61.43	\$ 74.86

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor:	Stantru Resources Inc.	Trade:	Ironworker
Date:	6/19/17	Classification:	Apprentice 5
Project:	Elm Elementary School	Union :	<input checked="" type="checkbox"/> Non Union: <input type="checkbox"/>
Rate Effective Through:	6/30/17		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	27.00	\$ 40.50	\$ 54.00
Vacation & Holiday Accrual	\$ 4.00	\$ 4.00	\$ 4.00
Hourly Taxable Wage Costs Subtotal	\$ 31.00	\$ 44.50	\$ 58.00
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 1.92	\$ 2.76	\$ 3.60
Medicare	\$.45	\$.65	\$.84
FUI	\$.25	\$.36	\$.46
SUI	\$ 1.92	\$ 2.76	\$ 3.60
Workers Compensation Insurance	\$ 3.41	\$ 3.41	\$ 3.41
General Liability Insurance (If Applicable)	\$	\$	\$
Hourly Payroll Tax & Insurance Subtotal	\$ 7.95	\$ 9.94	\$ 11.91
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	9.55	\$ 9.55	\$ 9.55
Pension & Retirement (or equivalent)	6.66	\$ 6.66	\$ 6.66
Training (or equivalent)	\$.72	\$.72	\$.72
Hourly Benefits Subtotal	\$ 16.93	\$ 16.93	\$ 16.93
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 55.88	\$ 71.37	\$ 86.84

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: Stantru Resources Inc. **Trade:** Ironworker
Date: 6/19/17 **Classification:** Apprentice 6
Project: Elm Elementary School
Rate Effective Through: 6/30/17 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	28.80	\$ 43.20	\$ 57.60
Vacation & Holiday Accrual	\$ 4.00	\$ 4.00	\$ 4.00
Hourly Taxable Wage Costs Subtotal	\$ 32.80	\$ 47.20	\$ 61.60
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.03	\$ 2.93	\$ 3.82
Medicare	\$.48	\$.68	\$.89
FUI	\$.26	\$.38	\$.49
SUI	\$ 2.03	\$ 2.93	\$ 3.82
Workers Compensation Insurance	\$ 3.61	\$ 3.61	\$ 3.61
General Liability Insurance (If Applicable)	\$	\$	\$
Hourly Payroll Tax & Insurance Subtotal	\$ 8.42	\$ 10.53	\$ 12.63
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	9.55	\$ 9.55	\$ 9.55
Pension & Retirement (or equivalent)	6.66	\$ 6.66	\$ 6.66
Training (or equivalent)	\$.72	\$.72	\$.72
Hourly Benefits Subtotal	\$ 16.93	\$ 16.93	\$ 16.93
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 58.15	\$ 74.66	\$ 91.16

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: Stantru Resources Inc. **Trade:** Ironworker
Date: 6/19/17 **Classification:** Apprentice 7
Project: Elm Elementary School
Rate Effective Through: 6/30/17 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	32.40	\$ 48.60	\$ 64.80
Vacation & Holiday Accrual	\$ 4.00	\$ 4.00	\$ 4.00
Hourly Taxable Wage Costs Subtotal	\$ 36.40	\$ 52.60	\$ 68.80
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.26	\$ 3.26	\$ 4.27
Medicare	\$.53	\$.76	\$ 1.00
FUI	\$.29	\$.42	\$.55
SUI	\$ 2.26	\$ 3.26	\$ 4.27
Workers Compensation Insurance	\$ 4.00	\$ 4.00	\$ 4.00
General Liability Insurance (If Applicable)	\$	\$	\$
Hourly Payroll Tax & Insurance Subtotal	\$ 9.34	\$ 11.70	\$ 14.09
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	9.55	\$ 9.55	\$ 9.55
Pension & Retirement (or equivalent)	9.99	\$ 9.99	\$ 9.99
Training (or equivalent)	\$.72	\$.72	\$.72
Hourly Benefits Subtotal	\$ 20.26	\$ 20.26	\$ 20.26
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 66.00	\$ 84.56	\$ 103.15

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: Stantru Resources Inc. **Trade:** Ironworker
Date: 6/19/17 **Classification:** Apprentice 8
Project: Elm Elementary School
Rate Effective Through: 6/30/17 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	34.20	\$ 51.30	\$ 68.40
Vacation & Holiday Accrual	\$ 4.00	\$ 4.00	\$ 4.00
Hourly Taxable Wage Costs Subtotal	\$ 38.20	\$ 55.30	\$ 72.40
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.37	\$ 3.43	\$ 4.49
Medicare	\$.55	\$.80	\$ 1.05
FUI	\$.31	\$.44	\$.58
SUI	\$ 2.37	\$ 3.43	\$ 4.49
Workers Compensation Insurance	\$ 4.20	\$ 4.20	\$ 4.20
General Liability Insurance (If Applicable)	\$	\$	\$
Hourly Payroll Tax & Insurance Subtotal	\$ 9.80	\$ 12.30	\$ 14.81
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	9.55	\$ 9.55	\$ 9.55
Pension & Retirement (or equivalent)	9.99	\$ 9.99	\$ 9.99
Training (or equivalent)	\$.72	\$.72	\$.72
Hourly Benefits Subtotal	\$ 20.26	\$ 20.26	\$ 20.26
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 68.26	\$ 88.16	\$ 107.47

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. : 345

Project: Elm Elementary School Reconstruction Project

Date: 02-02-18
Discipline: Structural

Subject: Steel Column Concrete Pedestals

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A64.4	3	
S-302	10	
S-303	14	

QUESTION

All of the steel columns that were installed per 14/S-303(caisson-type) will need a concrete pedestal added around them. The wood framing (3/A-64.4) around the column must terminate above finish surface.

SUGGESTION

We recommend doweling rebar into the top of the footing and creating a cage around the steel column for the concrete pedestal similar to 10/S-302.

ANSWER

Structurally acceptable to use 10/S-302. Min. 6" embedment for rebar dowels into footing, PSE-02/02/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
JT Wimsatt Contracting Co Inc	Mike Taylor	2/10/2018

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: Steve Johnson - Bernards
Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 345

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-02-18
Discipline: Structural

Subject: Steel Column Concrete Pedestals

Response Requested By: 02-09-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A64.4	3	
S-302	10	
S-303	14	

QUESTION

All of the steel columns that were installed per 14/S-303(caisson-type) will need a concrete pedestal added around them. The wood framing (3/A-64.4) around the column must terminate above finish surface.

SUGGESTION

We recommend doweling rebar into the top of the footing and creating a cage around the steel column for the concrete pedestal similar to 10/S-302.

ANSWER

Structurally acceptable to use 10/S-302. Min. 6" embedment for rebar dowels into footing, PSE-02/02/18

Response Provided By: _____
Name Company Date

Question Initiated By: Steve Johnson - Bernards

Submitted By: Alex Rivera - Bernards

1464

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14th) day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Elm Street Elementary School, located at 450 East Elm Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

#16-199

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

- 2 -

#16-199

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

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibits A and B** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

#16-199

- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00). The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of Twenty-One Million Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents (\$21,462,701.00) and, (2) a Contractor Contingency in the amount of Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00), and, (3) Sublease Payments in the amount of \$97,112.00 per month for 12 months, for a total lease value of One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00) pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibits A and B** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

#16-199

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 to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

- 6 -

#16-199

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.

- 7 -

#16-199

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of

- 8 -

#16-199

proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- 9 -

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

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

#16-199

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.

- 11 -

#16-199

- 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.

- 12 -

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.

#16-199

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,

- 16 -

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

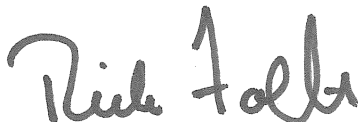
SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR

Bernards



THE DISTRICT

Oxnard School District,
a California school district

- 18 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

#16-199

By: Rick Fochtman

Title: Senior Vice President

Date: 01/12/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 1-24-17

- 19 -

OXNARD SCHOOL DISTRICT
Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

1486

#16-199

EXHIBITS A and B

Scope of Work

- 20 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

1487

EXHIBIT A**Scope of Work**

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project will be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

GENERAL PLAN SHEETS**PLAN SHEET DATE**

GEN-1	SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2	GENERAL NOTES	1/8/2016
GEN-3	PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4	COMMON AREA ACCESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5	SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6	ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016

CIVIL PLAN SHEETS

C-01	TITLE SHEET	4/8/2016
C-02	DETAIL SHEET	4/8/2016
C-03	DETAIL SHEET	4/8/2016
C-04	DETAIL SHEET	4/8/2016
C-05	DEMOLITION PLAN	4/8/2016
C-06	PRECISE GRADING	4/8/2016
C-07	PRECISE GRADING	4/8/2016
C-08	UTILITY PLAN	4/8/2016
C-09	STORM DRAIN PLAN	4/8/2016
C-10	STORM DRAIN DETAILS	4/8/2016
C-11	STORM DRAIN DETAILS	4/8/2016
C-12	STORM DRAIN DETAILS	4/8/2016
C-13	STORM DRAIN DETAILS	4/8/2016

ARCHITECTURE PLAN SHEETS

A0-0.1	PROJECT DATA	1/8/2016
A0-1.0	CAMPUS PLAN	1/8/2016
A0-1.1	SITE PLAN	1/8/2016
A0-1.2	FIRE ACCESS PLAN	1/8/2016
A0-1.3	ENLARGED SITE PLANS	1/8/2016
A0-2.1	CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2	MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3	ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4	KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53-1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016

STRUCTURAL PLAN SHEETS

S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

STRUCTURAL PLAN SHEETS, continued

SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016

PLUMBING PLAN SHEETS

P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014

FIRE SPRINKLER PLAN SHEETS

FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016

EXHIBIT A

Scope of Work

FIRE SPRINKLER PLAN SHEETS, continued

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

MECHANICAL PLAN SHEETS

M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014

EXHIBIT A

Scope of Work

MECHANICAL PLAN SHEETS, continued

M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

ELECTRICAL PLAN SHEETS

E-0.1	GENERAL NOTES AND ABBREVIATIONS	3/6/2015
E-0.2	ELECTRICAL SYMBOL LIST	3/6/2015
E-0.3	FIRE ALARM SYMBOL LIST	3/6/2015
E-0.4	CABLE SCHEDULE	3/6/2015
E-0.5	LIGHT FIXTURE SCHEDULE	3/6/2015
E-0.6	MECHANICAL SCHEDULE	3/6/2015
E-1.1	SITE UTILITY PLAN	3/6/2015
E-1.2	ELECTRICAL SITE PLAN	3/6/2015
E-1.3	SITE LIGHTING PLAN	3/6/2015
E-1.4	SITE LIGHTING CALC. PLAN	3/6/2015
E-1.6	SIGNAL SITE PLAN	3/6/2015
E1-2.1F	CLASSROOM FIRST FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.1L	CLASSROOM FIRST FLOOR LIGHTING PLAN	3/6/2015
E1-2.1LC	CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL	3/6/2015
E1-2.1LCE	CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.1P	CLASSROOM FIRST FLOOR POWER PLAN	3/6/2015
E1-2.1S	CLASSROOM FIRST FLOOR SIGNAL PLAN	3/6/2015
E1-2.2F	CLASSROOM SECOND FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.2L	CLASSROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E2-3.1	MULTI-PURPOSE ROOF POWER PLAN	3/6/2015
E2-4.1	MULTI-PURPOSE ENLARGED PLAN	3/6/2015
E2-5.1	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-5.2	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-6.1	MULTI-PURPOSE F. A. RISER DIAGRAM	3/6/2015
E2-6.2	MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E2-8.1	MULTI-PURPOSE TITLE 24	3/6/2015
E2-8.2	MULTI-PURPOSE TITLE 24	3/6/2015
E3-2.1F	ADMINISTRATION FIRE ALARM PLAN	3/6/2015
E3-2.1L	ADMINISTRATION LIGHTING PLAN	3/6/2015
E3-2.1LC	ADMINISTRATION LIGHTING CALC NORMAL	3/6/2015
E3-2.1LCE	ADMINISTRATION LIGHTING CALC EGRESS	3/6/2015
E3-2.1P	ADMINISTRATION POWER PLAN	3/6/2015
E3-2.1S	ADMINISTRATION SIGNAL PLAN	3/6/2015
E3-2.2P	ADMINISTRATION ROOF POWER PLAN	3/6/2015
E3-3.1	ADMINISTRATION BUILDING ENLARGED PLAN	3/6/2015
E3-5.1	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-5.2	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-6.1	ADMINISTRATION F. A. RISER DIAGRAM	3/6/2015
E3-6.2	ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E3-8.1	ADMINISTRATION TITLE 24	3/6/2015
E3-8.2	ADMINISTRATION TITLE 24	3/6/2015
E4-2.1F	KINDERGARTEN FIRE ALARM PLAN	3/6/2015
E4-2.1L	KINDERGARTEN LIGHTING PLAN	3/6/2015
E4-2.1LC	KINDERGARTEN LIGHTING CALC NORMAL	3/6/2015
E4-2.1LCE	KINDERGARTEN LIGHTING CALC EGRESS	3/6/2015
E4-2.1P	KINDERGARTEN POWER PLAN	3/6/2015
E4-2.1S	KINDERGARTEN SIGNAL PLAN	3/6/2015
E4-3.1	KINDERGARTEN ENLARGED PLAN	3/6/2015
E4-5.1	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-5.2	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-6.1	KINDERGARTEN F. A. RISER DIAGRAM	3/6/2015
E4-6.2	KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E4-8.1	KINDERGARTEN TITLE 24	3/6/2015
E4-8.2	KINDERGARTEN TITLE 24	3/6/2015
E-4.0	SINGLE LINE DIAGRAM	3/6/2015
E-6.0	ELECTRICAL BLOCK DIAGRAMS	3/6/2015
E-7.1	MOUNTING DETAILS	3/6/2015
E-7.2	MOUNTING DETAILS	3/6/2015
E-7.3	MOUNTING DETAILS	3/6/2015
E-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E-7.6	MISC. DETAIL	3/6/2015
E-7.7	MISC. DETAIL	3/6/2015
E-7.8	FIRE ALARM DETAILS	3/6/2015
E-7.9	FIRE ALARM DETAILS	3/6/2015
E-7.10	SIGNAL DETAILS	3/6/2015
E-8.1	OUTDOOR LIGHTING TITLE 24	3/6/2015

FOOD SERVICE PLAN SHEETS

FS-001	SYMBOLS, NOTES & INDEX	6/8/2016
FS-101	EQUIPMENT FLOOR PLAN	6/8/2016
FS-201	EQUIPMENT SCHEDULE	6/8/2016
FS-301	PLUMBING PLAN	6/8/2016
FS-401	ELECTRICAL PLAN	6/8/2016
FS-501	REFRIGERATION & CONDUIT PLAN	6/8/2016
FS-502	REFRIGERATION DETAILS	6/8/2016
FS-503	WALK-IN DETAILS	6/8/2016
FS-601	BUILDING WORKS & EXHAUST PLAN	6/8/2016
FS-602	HOOD DETAILS	6/8/2016
FS-603	HOOD DETAILS	6/8/2016
FS-604	VEGETABLE WASHING SYSTEM	6/8/2016
FS-701	EQUIPMENT ELEVATIONS	6/8/2016
FS-801	CONSTRUCTION DETAILS & SECTIONS	6/8/2016

THEATRICAL LIGHTING PLAN SHEETS

TL2.1.1	STAGE LIGHTING PLAN	4/8/2016
TL2.1.2	STAGE LIGHTING RCP	4/8/2016
TL6.0.1	STAGE LIGHTING SECTION	4/8/2016
TL8.1.1	STAGE LIGHTING DETAILS	4/8/2016
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

LANDSCAPE PLAN SHEETS

L101	IRRIGATION PLAN	6/20/2016
L102	IRRIGATION PLAN	6/20/2016
L103	IRRIGATION LEGEND & NOTES	6/20/2016
L201	PLANTING PLAN	6/20/2016
L202	PLANTING PLAN	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016

EXHIBIT A

Scope of Work

Prepared by SVA Architects

PROJECT SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

		8/1/2016
00 00 02	TABLE OF CONTENTS	8/1/2016
00 07 00	GENERAL CONDITIONS	8/1/2016
01 11 00	SUMMARY OF WORK	8/1/2016
01 20 00	PRICE AND PAYMENT PROCEDURES	8/1/2016
01 30 00	ADMINISTRATIVE REQUIREMENTS	8/1/2016
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8/1/2016
01 32 00	CONSTRUCTION SCHEDULE - NETWORK ANALYSIS	8/1/2016
01 33 00	SUBMITTAL PROCEDURES	8/1/2016
01 42 30	REFERENCE STANDARDS	8/1/2016
01 45 00	QUALITY CONTROL	8/1/2016
01 45 80	TESTING LABORATORY SERVICES	8/1/2016
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8/1/2016
01 60 00	PRODUCT REQUIREMENTS	8/1/2016
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	8/1/2016
01 63 00	PRODUCT SUBSTITUTION PROCEDURES	8/1/2016
01 73 00	EXECUTION REQUIREMENTS	8/1/2016
01 73 20	CUTTING AND PATCHING	8/1/2016
01 77 00	CLOSEOUT PROCEDURES	8/1/2016

DIVISION 2 - EXISTING CONDITIONS

		8/1/2016
02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016

DIVISION 3 - CONCRETE

		8/1/2016
03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN -PLACE CONCRETE	8/1/2016

DIVISION 4 - MASONRY

		8/1/2016
04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016

DIVISION 5 - METAL WORK

		8/1/2016
05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016

DIVISION 6 - WOOD AND PLASTIC

		8/1/2016
06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 6 - WOOD AND PLASTIC, continued**

06 50 00	OPEN WEB TRUSS	8/1/2016
06 60 00	RED-I JOIST	8/1/2016
06 70 00	REDLAM LVL	8/1/2016

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 14 00	FLUID-APPLIED WATERPROOFING	8/1/2016
07 16 16	CRYSTALLINE WATERPROOFING	8/1/2016
07 21 00	THERMAL INSULATION	8/1/2016
07 25 00	WEATHER BARRIERS	8/1/2016
07 28 00	BUILDING ENVELOPE UNDERLAYMENT	8/1/2016
07 31 10	ASPHALT SHINGLES	8/1/2016
07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)	8/1/2016
07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	8/1/2016
07 72 00	ROOF ACCESSORIES	8/1/2016
07 81 00	APPLIED FIREPROOFING	8/1/2016
07 84 00	FIRE STOPPING	8/1/2016
07 90 05	JOINT SEALERS	8/1/2016

DIVISION 8 - DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	8/1/2016
08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
08 43 13	ALUMINUM-FRAMED STOREFRONTS	8/1/2016
08 5 113	ALUMINUM WINDOWS	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 1	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 2	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 3	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 4	8/1/2016
08 80 00	GLAZING	8/1/2016

DIVISION 9 - FINISHES

09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/1/2016
09 21 16	GYPSUM BOARD ASSEMBLIES	8/1/2016
09 22 16	NON-STRUCTURAL METAL FRAMING	8/1/2016
09 22 36	METAL LATH	8/1/2016
09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
09 51 00	ACOUSTICAL CEILINGS	8/1/2016
09 65 00	RESILIENT FLOORING	8/1/2016
09 65 66	RESILIENT ATHLETIC FLOORING	8/1/2016

EXHIBIT A

Scope of Work

Prepared by SVA Architects

PROJECT SPECIFICATIONS

DIVISION 9 - FINISHES, continued

09 68 00	CARPET TILE	8/1/2016
09 77 33	FIBER REINFORCED PANELS	8/1/2016
09 84 00	ACOUSTIC ROOM COMPONENTS	8/1/2016
09 84 13	FIXED SOUND-ABSORPTIVE PANELS	8/1/2016
09 90 00	PAINTING AND COATING	8/1/2016
09 93 00	CONCRETE STAINING	8/1/2016

DIVISION 10 - SPECIALTIES

10 11 01	VISUAL DISPLAY BOARDS	8/1/2016
10 14 00	SIGNAGE	8/1/2016
10 21 13	PLASTIC TOILET COMPARTMENTS	8/1/2016
10 22 29	FULL HEIGHT GLAZED PARTITION SYSTEM	8/1/2016
10 28 00	TOILET ACCESSORIES	8/1/2016
10 44 00	FIRE PROTECTION SPECIALTIES	8/1/2016
10 51 00	LOCKERS	8/1/2016
10 71 13	FIXED SUN SCREENS	8/1/2016
10 75 00	FLAGPOLES	8/1/2016

DIVISION 11 - EQUIPMENT

11 40 00	FOOD SERVICE EQUIPMENT	8/1/2016
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DIVISION 12 - FURNISHING

12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016

DIVISION 13 - SPECIAL CONSTRUCTION

13 00 00	NOT USED -	N/A
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DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	8/1/2016
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DIVISION 21 - FIRE SUPPRESSION

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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DIVISION 22 - PLUMBING

22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

EXHIBIT A**Scope of Work**

Prepared by SVA Architects

PROJECT SPECIFICATIONS**DIVISION 23 - MECHANICAL**

23 05 00	COMMON WORK RESULTS FOR HVAC	8/1/2016
23 05 13	BASIC HVAC MATERIALS AND METHODS	8/1/2016
23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
23 07 00	HVAC INSULATION	8/1/2016
23 08 00	HVAC SYSTEMS COMMISSIONING	8/1/2016
23 08 13	ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING	8/1/2016
23 09 23	ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS	8/1/2016
23 30 00	AIR DISTRIBUTION	8/1/2016
23 33 19	DUCT SILENCERS	8/1/2016
23 38 13	KITCHEN VENTILATION SYSTEM	8/1/2016
23 80 00	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT	8/1/2016

DIVISION 26 - ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8/1/2016
26 05 13	BASIC ELECTRICAL MATERIALS AND METHODS	8/1/2016
26 05 19	LOW VOLTAGE WIRES	8/1/2016
26 05 26	GROUNDING BONDING	8/1/2016
26 05 33	RACEWAYS, BOXES, FITTINGS, AND SUPPORTS	8/1/2016
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
26 09 23	LIGHTING CONTROL SYSTEMS	8/1/2016
26 10 00	SERVICE ENTRANCE	8/1/2016
26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
26 24 13	SWITCHBOARDS	8/1/2016
26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
26 50 00	LIGHTING	8/1/2016
26 52 00	EMERGENCY POWER	8/1/2016
26 55 61	THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT	8/1/2016

DIVISION 27 - COMMUNICATIONS

27 05 36	CABLE TRAYS FOR COMMUNICATIONS	8/1/2016
27 51 16	PUBLIC ADDRESS/CLOCK SYSTEM	8/1/2016
27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 16 00	INTRUSION ALARM SYSTEM	8/1/2016
28 23 00	VIDEO SURVEILLANCE (CCTV) SYSTEM	8/1/2016
28 31 00	FIRE DETECTION ALARM	8/1/2016

EXHIBIT A

Scope of Work

Prepared by SVA Architects

PROJECT SPECIFICATIONS

DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	8/1/2016
32 12 16	ASPHALT PAVING	8/1/2016
32 13 13	CONCRETE PAVING	8/1/2016
32 16 13	CURBS AND GUTTERS	8/1/2016
32 17 13	PARKING CURBS	8/1/2016
32 17 23	PAVEMENT MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

APPENDICES

ACM SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Enviromental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL REPORT	Earth Systems Southern California	3/4/2014
MEPF CONTRACTOR QUALIFICATION PROCESS	Oxnard School District	
SWPPP REPORT	Rick Engineering Company	10/25/2016
SWPPP Plan	Rick Engineering Company	11/17/2016
Pre Bid RFI's - #1 - 52	SVA Architects, Inc.	11/15/2016



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OXNARD SCHOOL DISTRICT



ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

To: Marlene Hickie
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue #106
Oxnard, CA 93035

BID SUMMARY



BID SUMMARY

Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Building Summary

Elm Street Elementary School Reconstruction

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

Subtotal				\$ 18,681,807
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General Conditions				1,755,609
General Requirements				365,885
Contractors Bond		0.64%		148,101
CCIP		1.25%		287,739
Builders Risk		1.15%		268,303
Subcontractor Default Insurance		1.20%		224,182
General Contractor's Fee		4.00%		896,419

SUBTOTAL				\$ 22,628,045
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Contractors Contingency		3.00%		678,841
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TOTAL				\$ 23,306,886
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Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43



SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description		Recommended Subcontractor	Bids Received	Amount
01000	ALLOWANCES			\$ 960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$ 67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$ 58,648
03200	REINFORCING STEEL	Stantru	3	\$ 182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$ 1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$ 43,195
04200	MASONRY	Skidmore Masonry	2	\$ 79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$ 501,400
05700	ORNAMENTAL METALS			w/ Structural Steel
06100	ROUGH CARPENTRY	WS Klem	2	\$ 2,984,977
06200	MILLWORK / CABINERY / COUNTERTOPS	ICI Millwork	4	\$ 65,042
07140	WATERPROOFING	Systems WP	4	\$ 95,436
07200	INSULATION	DJ Insulation	3	\$ 80,000
07540	ROOFING	Eberhard	4	\$ 344,200
07600	SHEET METAL	R&J SM	2	\$ 220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$ 236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$ 317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$ 1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$ 118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$ 190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$ 114,964
09900	PAINTING	Vanguard	8	\$ 329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$ 335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$ 525,000
10140	SIGNAGE	Kendall Sign	6	\$ 60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$ 48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$ 349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$ 24,950
14200	ELEVATORS	Otis	1	\$ 143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$ 283,790
22000	PLUMBING	Precision Plumbing	5	\$ 728,974
23000	HVAC	Sheldon Mech.	5	\$ 1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$ 2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$ 936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$ 239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$ 671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$ 270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$ 363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$ 519,039

SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description	Recommended Subcontractor	Bids Received	Amount
Subcontracted Direct Costs			
		140	\$ 18,681,807
General Conditions			\$ 1,755,609
General Requirements			\$ 365,885
General Contractor Bond		0.64%	\$ 148,101
CCIP		1.25%	\$ 287,739
Builders Risk		1.15%	\$ 268,303
Subcontractor Default Insurance		1.20%	\$ 224,182
General Contractor's Fee		4.00%	\$ 896,419
Contractor Contingency		3.00%	\$ 678,841
Total Contract Amount			\$ 23,306,886

ALLOWANCES

ALLOWANCES

QUALIFICATIONS

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
Base Bid	42,000	39,504	65,100	44,975	76,000	Incomplete
Spec #: 017300	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Set-up	Included	Included	Included	Included	Included	
Travel Costs	5,000	5,000	5,000	5,000	5,000	
Horizontal Control	Included	Included	Included	Included	Included	
Survey Boundary Map	5,800	5,920	5,800	5,800	5,800	
Excavation	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
Buildings	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
Site	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
Recommendation:	Amount					
Hunsaker & Assoc.	58,648					

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	10 Days	30 Days	30 Days	30 Days	60 Days	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Abatement						
Potential Inaccessible Asbestos Materials	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Asbestos as Surveyed	N/A	N/A	N/A	N/A	N/A	N/A
Abatement for Grading	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Demo - Standard Industries	297,500	331,603	322,000	331,603	331,603	331,603
Phase 1	Included	Included	Included	Included	Included	Included
Offsite per Page 4 of 4	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) PCC Curb and Gutter	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) Sidewalks	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) 2' AC Paving in Street Along Elm, Montrose and Fir - 9/C02	Included	Included	Included	Included	Included	Included
Sawcut AC in Street for New Utilities - C08	4,608	4,608	4,608	4,608	4,608	4,608
Sawcut and Remove (E) Curb Ramps for New ADA Ramps with Truncated Domes	Included	Included	Included	Included	Included	Included
Onsite Clearing / Demolition - C05	Included	Included	Included	Included	Included	Included
Underground Utility Location	2,400	2,400	2,400	2,400	2,400	2,400
Remove Existing Trees	Included	Included	Included	Included	Included	Included
Sawcut & Remove AC Paving Parking Lot	Included	Included	Included	Included	Included	Included
Remove Fencing and Gates	Included	Included	Included	Included	Included	Included
Remove (E) Utilities, SD & Irrigation	Included	Included	Included	Included	Included	Included
(E) Drywell per RFI 35	Included	Included	Included	Included	Included	Included
Remove Trash Enclosure	Included	Included	Included	Included	Included	Included
Phase 2	Included	Included	Included	Included	Included	Included
Remove All Existing Facilities - Portables & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Date Printed	12/6/2016
					Sharma Gen. Eng.	Toro Ent.
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Grading	579,100	536,995	533,500	720,118	748,340	589,068
Water Meter and Construction Watering for Own Scope	21,000	21,000	21,000	21,000	21,000	21,000
Move-Ins	Included	Included	Included	Included	Included	Included
April '17 Movie-In for MPR Bldg Due to Portables	Included	Included	Included	Included	Included	Included
Mass Excavation and Fine Grade Subgrade	Included	Included	Included	Included	Included	Included
Temp Soil Stabilization	7,500	7,500	7,500	7,500	7,500	7,500
Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39	Included	Included	Included	Included	Included	Included
Extend 5' from Perimeter Edges - RFI 7	Included	Included	Included	Included	Included	Included
Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7	Included	Included	Included	Included	Included	Included
1' Crushed Rock	Included	Included	Included	Included	Included	Included
Over-Ex at Elevator Pit, 1.5' Below Bottom and 3' Lateral per RFI 40	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Site Conditions	Included	Included	Included	Included	Included	Included
Sub-Grade Compaction of 95%	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Play Field (Phase 2)	Included	Included	Included	Included	Included	Included
Import per Geotech +/- 8,000 CY	Included	Included	Included	Included	Included	Included
Export Spoils Stockpiled by Others	\$19 / CY	\$20.30 / CY	\$29 / CY	\$25.57 / CY	\$26.10 / CY	\$28.80 / CY
Concrete Spoils	18,810	20,097	28,710	25,314	25,839	28,512
Site Utilities	9,500	10,150	14,500	12,785	13,050	14,400
Plumbing, Electrical	1,900	2,030	2,900	2,557	2,610	2,880
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
TOTALS	942,318	936,383	937,118	1,127,885	1,156,950	1,001,971
Recommendation:	Amount					
Damar Const.	936,383					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
	Base Bid	384,000	221,230	205,557	
Spec #: 321126, 321216, 321723	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days					
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
AC Paving	Included	Included	Included		
Phase 1	Included	Included	Included		
Road Work at Elm, Montrose & Fir	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 8" Sub Base	Included	Included	10,981		
4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
Phase 1A	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
Phase 2	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
Striping	ABC Resources	Included	ABC Resources		
Parking Lot - 4/C02	14,368	9,800	14,368		
Concrete Wheel Stops - 7/Gen2	Included	Included	Included		
Stripe Crosshatch Areas	Included	Included	Included		
Standard Parking Spaces	Included	Included	Included		
Fire Lane Curbs Red - F12/A01.2	Included	Included	Included		
Handicap Parking Spaces	Included	Included	Included		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		



Bid Evaluation Report

Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.		Date Printed	12/6/2016
Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included			
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
TOTALS	401,532	239,302	260,553	0	0	0
Recommendation:	Amount					
Onyx Paving	239,302					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
Base Bid	See Below	625,000	479,000	Incomplete		
Spec #: 321213, 321613, 321713	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
On Site	Included	Included	Included			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg with Truncated Domes- 6/C02	2,040	Included	Included			
Curb & Gutters	21,890	Included	Included			
Parking Lot per C06	Included	Included	Included			
6" Curb and Gutter - 111/C03	Included	Included	Included			
6" PCC Curb - 111/C03	Included	Included	Included			
0" Curb - 12/C02	Included	Included	Included			
Curb Ends - 7/C02	Included	Included	Included			
Concrete Mow Curbs at Site Fencing and Site Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301	2,256	2,256	2,256			
Concrete Stairs at Stair 3 Per 1/A1-45.3	17,680	18,000	Included			
Fire Hydrant Bollards/Footings - 301/C04 (12)	Included	Included	Included			
3' Deep Footings	3,600	3,600	3,600			
Footings for Site Fencing and Gates - 3&4/A63.5	Included	Included	Included			
Kindergarten Bldg per RFI 41	Included	Included	Included			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
Throughout Site per A0-1.1	Included	Included	Included			
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250		Included			
Marquee Sign Footing & Cap per 18/S303	4,320	Included	Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 9&10/S303 - (3'-6" x 1'-4")	17,380	Included	17,380			
9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
Base for all Paving	41,045	Included	Included			
Reinforcing Steel for All Work	37,762	Included	39,300			
Control and Expansion Joints / Sealants	20,070	20,070	20,070			
Washout Bins	2,500	2,500	2,500			
Off Site	Included	Included	Included			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and Ramp per 10/Gen 5 & C06 (2)	Included	Included	Included			
Join and Match (E) Curb, Gutter, Sidewalk	10,724	Included	Included			
Driveway Entrances per 115/C03 (3)	6,732	Included	Included			
4' Ribbon Gutter in Street Drop Off - 117/C03	10,800	Included	Included			
8" PCC Turnouts per Pg 4of4 & 200/Pg 2	39,101	Included	38,000			
Site Pavers (MFR TBD)	45,177	45,177	45,177			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
TOTALS	671,962	775,311	711,847	0	0	0
Recommendation:	Amount					
Lopez Eng.	671,962					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Pilgrim Fence					
Base Bid	270,872					
Spec #: N/A	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Chain Link Fencing	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
Steel Fence and Gates - (A0-1.1, No Spec)	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
Fencing Throughout Site per 9/A63.5	Included					
Single Gates Throughout Site - 1/A63.5 (1)	Included					
Double Gates Throughout Site - 8/A63.5 (9)	Included					
Panic Hardware at All Gates	Included					
TOTALS	270,872	0	0	0	0	0
Recommendation:	Amount					
Pilgrim Fence	270,872					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Planting	146,171	117,918	113,905	186,000	105,213	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root Barriers	Included	Included	Included	Included	Included	
Backfill Mix for Use of Planting	Included	Included	Included	Included	Included	
Planting Details per L302	Included	Included	Included	Included	Included	
Irrigation	169,413	149,757	143,545	178,000	189,247	
Irrigation Legend per L103	Included	Included	Included	Included	Included	
All Piping - Sch 40 PVC or Class 315 / Class 200 PVC	Included	Included	Included	Included	Included	
Irrigation POC on Fir Ave per L102 - RFI 12	Included	Included	Included	Included	Included	
Auto Controllers, Backflow Device, Master Valve and Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Dripline Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
Misc						
Gravel Floor Covering at Elec Enclosure - 1/A0-1.3	3,426	3,426	3,426	3,426	3,426	
Gravel Pads at Curb Cuts in Parking Lot - 14/C02	2,939	3,000	3,000	3,000	3,000	
2x2 Gravel 1-1.5" Dia x 4" Deep (4)	In Above	In Above	In Above	In Above	In Above	
DG - 2.5 Tons	Included	5,471	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & Geotextile Fabric	Included	In Above	In Above	In Above	In Above	
90 Day Maintenance	17,790	18,000	15,600	16,000	15,900	
(1) Year Warranty	Included	Included	Included	Included	Included	
Spoils Removal	2,275	3,000	3,000	3,000	3,000	
Move-Ins (2)	Included	Included	10,000	Included	Included	
TOTALS	428,292	363,185	369,596	466,546	396,906	0
Recommendation:	Amount					
Advanced Land. 2000	363,185					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.	Date Printed	12/6/2016
Base Bid	154,165	201,542	148,400	No Bid		
Spec #: 032000	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Rebar	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab on Grade	Included	Included	Included			
Site Concrete Reinforcing	In Site Conc	In Site Conc	In Site Conc			
Site CMU Wall Reinforcing	In CMU	In CMU	In CMU			
Hoisting as Required	7,500	7,500	7,500			
Allowance - 5 Tons/2% per 7/S303	12,000	11,347	14,900			
Misc Site Work	11,750	11,750	11,750			
Conc Pads for HVAC Equip - 16/S301	In Above	In Above	In Above			
Conc Pad for Elec Equip at Elec Yard - 16/S301	In Above	In Above	In Above			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
TOTALS	185,415	232,139	182,550	0	0	0
Recommendation:	Amount					
Stantru	182,550					

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt		Date Printed	12/6/2016
Base Bid	988,000	955,000			
Spec #: 031000, 033000-AD1	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mil. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			
Column Footings (F-2 & F-3) - 10/S302	Included	Included			
5" SOG - 3&4/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Elevator Pit per S-111	Included	Included			
1-6" W x 1'-6" D Continuous Footing Between Ext. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	Included	18,000			
Balco Stair Strips AB-2 per 6/A1-45.3	3,250	3,250			
Bldg 2-4	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt			Date Printed	12/6/2016
5" SOG - 384/S301	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included				
4" Conc Curb at Locker Alcove at MPR Bldg per 6/A64.4	450	450				
Dewatering as Required	See Allowances	See Allowances				
Setting Anchor Bolt Templates	Included	Included				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Wash Out Bins	Included	Included				
TOTALS	1,051,700	1,032,700	0	0	0	0
Recommendation:	Amount					
JT Wimsatt	1,032,700					

Bid Evaluation Report



Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Loyd Tonsing Masonry	Skidmore Masonry				
Base Bid	35,910	39,697				
Spec #: 042000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	45 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Site Masonry						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A0 1.3 & 9&10/S303	Included	Included				
Grouting as Required	Included	Included				
Furnish & Install Rebar for All CMU Site Walls	3,500	Included				
Scaffolding as Required	Included	Included				
Washout Bins	850	Included				
Mock-Up	2,500	2,500				
Precast Column Covers - 4/A64.4	36,847	36,847				
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
TOTALS	79,607	79,044	0	0	0	0
Recommendation:	Amount					
Skidmore Masonry	79,044					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Ironman, Inc	Golden State Steel			
Base Bid	481,000	475,480			
Spec #: 051200, 055000, 055100, 055213	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	14 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Steel	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 5x5 & 6x6	Included	Included			
HSS Beams at Elevator - 4/S501	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included			
Pipe Columns at Roof Hip Beams - 19/S602	Included	Included			
"W" Steel Beams at Elevator - S113 & 2/S501	Included	Included			
Bldg 2 - MPR	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 3 - Admin	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (4)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 4 - Kindergarten	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (10)	Included	Included			
Pipe Column at Roof Hip Beams - 19/S602 (1)	Included	Included			
Safety Cable Railing as Required	6,500	6,500			
FOB Anchor Bolts/ Templates for Own Work	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included			
Hoisting for All Work	Included	Included			
Steel Stairs	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included				
Stair 1 - A1-45.4	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Steel Stairs (Pan Filled Concrete)	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included				
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500				
Stair Railings and Guardrails	Included	Included				
Railings & Guardrails	Included	Included				
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included				
Stair Railings and Guardrails	Included	Included				
1-1/2" Handrail Both Sides - A63.2	Included	Included				
Guardrail at Midlandings - A63.2	Included	Included				
Guardrail at Top of Stairs - A63.2	Included	Included				
Stair 1 - A1-45.1	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Guardrails at 2nd Floor Walkways - A1-11.2	Included	Included				
Elevations - 12/A63.2	Included	Included				
Bldg 2 - MPR	Included	Included				
Roof Guardrail -16/A63.1	Included	Included				
1" & 1-1/2" Dia Galv. Tube Steel	Included	Included				
Site	Included	Included				
Steel Bollards at Fire Hydrants - 301/C04	4,800	4,800				
Metal Gates are Site Elec Yard - 4/A0-1.3	Included	Included				
6'-8"Wx8'H Gate (1)	Included	Included				
10'Wx8'H Gate (1)	Included	Included				
HSS Posts, 22 GA Corrugated Panels, Hinges, Cane Bolts and Embed Plates	Included	Included				
Misc. Metal	Included	Included				
L2x2 Bracket for Countertops in Bldg 3 Admin	Included	Included				
Rms 3-121 & 3-122 - 8/A64.3	Included	Included				
Ridge Connection Plates per 12/S612	Included	4,200				
Drinking Fountain Cane Rails per 11/Gen-5 (2)	900	Included				
Drinking Fountain Cane Rails per 6/Gen-4 (1)	450	Included				
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	4,500	4,500				
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included				

Bid Evaluation Report



Structural Steel		Elm Street Elementary School Reconstruction			Job Number	Elm
		Subcontractors			Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Elevator Sill Angle & Threshold	Included	1,200				
Roof Access Ladders - 2/A64.4	Included	Included				
Bldg 1 - Classroom (1)	Included	Included				
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
Fixed Sun Screens	Included	Included				
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included				
Bldg 1 - Classroom (8)	Included	Included				
Bldg 2 - MPR (6)	Included	Included				
Bldg 3 - Admin (2)	Included	Included				
Bldg 4 - Kindergarten (2)	Included	Included				
TOTALS	501,400	504,880	0	0	0	0
Recommendation:	Amount					
Ironman, Inc	501,400					

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Base Bid	2,903,000	2,895,000	Incomplete		
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included			
Spec #: 067000, 097733, 107113.43	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Rough Framing	Included	Included			
Wall Schedule per A61.1	Included	Included			
Plywood Sheathing as Shown on Wall Types	Included	Included			
MFR - Standard Structures	Included	Included			
GIU-Laminated Beams & Struc Eng. Beams	Included	Included			
MFR - RedBuilt Drawings 1-5	Included	Included			
Open Web Trusses, I-Joists, LVL	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	61,173	62,000			
Hold Down Schedule (A-H4)	Included	Included			
Shear Wall Panels per 2/S621	Included	Included			
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included			
Plywood Backboards - Electrical / Low Voltage	1,250	1,250			
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included			
Safety Railing as Required at Bldg 1 2nd Floor	3,200	3,200			
Bldg 1 - Classroom	Included	Included			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
	Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included		
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - S701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tetcum Panel Ceiling at Presentation/Serving Area Rm 105	In ACT	In ACT			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Admin	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Subcontractors				Date Printed	12/6/2016	
Description	WS Kiem	Abdellatif Ent.	JF Construction			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included				
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included				
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650				
Fixed Sun Screens	Included	Included				
Fire Treated Lumber	Included	Included				
Window Shades per 20/S602 & A64.5 & A64.6	Included	Included				
4x4 & 4x6 Beams	Included	Included				
3x3 @ 8" OC	Included	Included				
4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kicker	Included	Included				
4x6 & 4x10 Blocking per 3/S601	Included	Included				
Entrance Canopies per 17/S602 & A64.5 & A64.6	Included	Included				
4x10 & 6x10 Beams	Included	Included				
3x3 @ 8" OC	Included	Included				
Simpson Hardware	Included	Included				
4x Blocking	Included	Included				
Bldg 1 - Classroom	Included	Included				
Window Shades (8)	Included	Included				
Bldg 2 - MPR	Included	Included				
Window Shades (6)	Included	Included				
Entrance Canopies (1)	Included	Included				
Bldg 3 - Admin	Included	Included				
Window Shades (2)	Included	Included				
Entrance Canopies (2)	Included	Included				
Bldg 4 - Kindergarten	Included	Included				
Window Shades (2)	Included	Included				
FRP Panels - Miller Paneling	10,400	10,400				
MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo	Included	Included				
Janitors Closets (Not Shown)	Included	Included				
Bldg 1 - Janitors Closets - 104, 112, 204	Included	Included				
Bldg 4 - Janitors Closet - 114	Included	Included				
TOTALS	2,984,977	2,997,004	0	0	0	0
Recommendation:	Amount					
WS Kiem	2,984,977					

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stolo Cab.	Fremont Millwork	Dennis Reeves	ICI Millwork		
Base Bid	67,190	68,530	62,974	62,042		
Spec #: 062000, 064100, 123600	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	45 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Millwork						
Lower Cabinets with Hardware	Included	Included	Included	Included		
Plastic Laminate Finish	Included	Included	Included	Included		
Plastic Laminate Countertops	Included	Included	Included	Included		
Details per A64.3	Included	Included	Included	Included		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 101,2,6,7,8,9,18,19,20,21	Included	Included	Included	Included		
Rms - 201,2,6,7,8,9,11,13,14,15,16	Included	Included	Included	Included		
Bldg 3 - Admin per A3-11.1	Included	Included	Included	Included		
Countertops per 8/A64.3	Included	Included	Included	Included		
Rms - 3-121 & 3-122	Included	Included	Included	Included		
Rm - 3-125 - 1/A3-41.1	Included	Included	Included	Included		
Rm - 3-108 - 1/A3-41.2	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rm - 3-113 - 2/A3-51.1	Included	Included	Included	Included		
Rm - 3-111 - 1/A3-51.1	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-51.1	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1	Included	Included	Included	Included		
Install Countertop Supports	3,000	3,000	3,000	3,000		
TOTALS	70,190	71,530	65,974	65,042	0	0
Recommendation:	Amount					
ICI Millwork	65,042					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Base Bid	33,200	43,500	63,115	45,630		
Spec #: 071400, 071616, 079005	Included	Included	Included	Included		
Spec #: 099723	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Waterproofing	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 1 Classroom - 3/A63.4	Included	Included	Included	Included		
Under Topping Slabs at Exterior Decks	Included	Included	Included	Included		
Crystalline	Included	Included	Included	Included		
MFR - Euclid, Gemite, Koster or Vandez	Included	Included	Included	Included		
Inside of Elevator Pit	Included	Included	Included	Included		
Misc	Included	Included	Included	Included		
2" Thick WP at Flag Pole per 8/A64.4	2,000	2,000	2,000	2,000		
Caulking & Sealants	Included	Included	Included	Included		
Per Schedule in Specs 3.3	Included	Included	Included	Included		
Windows, Doors, Walls, As Shown	34,642	34,642	34,642	34,642		
Sealed Concrete per RFI 10	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 1- Classroom	In Above	In Above	In Above	In Above		
Rms - 104, 110A, 112, 116, 122, 204, 212, 217	In Above	In Above	In Above	In Above		
Bldg 2 - MPR	In Above	In Above	In Above	In Above		
Rms - 109 & 110	In Above	In Above	In Above	In Above		
Bldg 3 - Admin	In Above	In Above	In Above	In Above		
Rms - 116, 119, 123	In Above	In Above	In Above	In Above		

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Bldg 4 - Kindergarten	In Above	In Above	In Above	In Above		
Rms - 114, 115, 116	In Above	In Above	In Above	In Above		
TOTALS	95,436	105,736	125,351	107,866	0	0
Recommendation:	Amount					
Systems WP	95,436					

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products		Date Printed	12/6/2016
Base Bid	151,100	147,000			
Spec #: 076200, 077123, 077200	Included	Included			
Spec #: 034900	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Sheet Metal	Included	Included			
All General Sheet Metal: Roof, Decking, Walls	Included	Included			
Flashings	Included	Included			
Trim	Included	Included			
Flexible Flashing and Underlayment	Included	Included			
Flashing at Mechanical Pads	Included	Included			
SS Sill Pan at Ext. Storefront Base - 19/A62.3	Included	Included			
Bldg 1 - Classroom	Included	Included			
Balcony Flashing at 2nd Floor - 3/A63.4	Included	Included			
Bldg 2 - MPR	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
Bldg 3 - Admin	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
GSM Flashing at Wall Popout - 13/A64.2	Included	Included			
Door & Window Sill/Head Flashings	42,582	50,000			
Gutters & Downspouts - 12&13/A64.4 - RFI 26	Included	Included			
Galvanized, Rectangular Shaped - Painted	Included	Included			
Bldg 1 - Classroom	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Splash Blocks at Downspouts per Elevations	Included	Included			
Roof Hatch - 9/A63.1	Included	Included			
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included			
Prefab Curb by MFR	Included	Included			
Bldg 1 - Classroom - (1)	Included	Included			



Bid Evaluation Report

Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products			Date Printed	12/6/2016
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
GFRC Panels - RFI 50						
Bldg 2 - MPR - A2-11.2	12,697	12,697				
GFRC Panels at Parapet Overhang - 11/A64.2	In Above	In Above				
Bldg 3 - Admin	14,127	14,127				
GFRC Panels at Parapet Top - 11/A64.2	In Above	In Above				
TOTALS	220,506	223,824	0	0	0	0
Recommendation:	Amount					
R&J SM	220,506					

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Date Printed	12/6/2016
					Ferguson & Melvin	
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	90 Days	30 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Asphalt Shingles	Included	Included	Included	Included		
MFR - GAF, Owens-Corning, CertainTeed	Included	Included	Included	Included		
Underlayment per 072800	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.3	Included	Included	Included	Included		
Bldg 4 - Kindergarten - A4-11.2	Included	Included	Included	Included		
TPO Roofing	Included	Included	Included	Included		
MFR - Firestone or Equal per RFI 1	Included	Included	Included	Included		
Single Ply Roofing System	Included	Included	Included	Included		
Fully Adhered	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included		
R30 Rigid Insulation - RFI 22	Included	Included	Included	Included		
5/8" Coverboard at Roof per RFI 21	Included	Included	Included	Included		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included		
Parapet Walls	Included	Included	Included	Included		
Bldg 2 - MPR - A2-11.2	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.2	Included	Included	Included	Included		
TOTALS	344,200	422,350	472,000	352,124	0	0
Recommendation:	Amount					
Eberhard	344,200					

Bid Evaluation Report



Doors, Frames & Hardware	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Design Hardware	Star Hardware	Construction Hardware	Date Printed	12/6/2016
Base Bid	277,648	225,035	222,820		
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
Hollow Metal Doors and Frames	Included	Included	Included		
MFR per Specs	Included	Included	Included		
Frame Details - A62.1	Included	Included	Included		
Site					
Site 3'-4"x8' HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250		
Bldg 1 - Classroom - A1-52.1	Included	Included	Included		
Bldg 2 - MPR - A2-52.1	Included	Included	Included		
Bldg 3 - Admin - A3-52.1	Included	Included	Included		
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included		
Install HM Doors	Included	Included	Included		
Install HM Frames	In Drywall	In Drywall	In Drywall		
Install Wood Doors	Included	Included	Included		
Door Hardware	Included	Included	Included		
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included		
Door Thresholds	Included	Included	Included		
Misc. Door Hardware	Included	Included	Included		
Storefront Doors	13,000	11,550	12,760		
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing		
TOTALS	291,898	237,835	236,830	0	0
Recommendation:	Amount				
Construction Hardware	236,830				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Barbara Glass	Coast to Coast		Date Printed	12/6/2016
	Base Bid	259,650	No Bid		
Spec #: 084313, 085113, 088000, 102229	Included				
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included				
Acknowledgment of Addendum 1	Included				
Bid Good for 60 Days	Included				
Prevailing Wage	Included				
Prequalification per Bid Invite	N/A				
Attachment C Acknowledgement	N/A				
Aluminum-Framed Storefronts	Included				
MFR - Coral, CR Laurence, EFCO or Kawneer	Included				
SS Sill Pan at Ext. Storefront Base - 19/A62.3	In Sheet Metal				
Bldg 2- MPR	Included				
Alum Storefront Entrance Doors 101 per 1/A2-52.2 per RFI 51	Included				
Bldg 3 - Admin	Included				
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included				
Makers Space Room 120 - 3/A3-52.2	Included				
Health Office Room 113 - 2/A3-52.2	Included				
Entrances 101 & 126 - 4/A3-52.2	Included				
Storefront Hardware	33,125				
Aluminum Windows	Included				
BOD - Arcadia or EFCO, Wausau, YKK	Included				
Arcadia Series T200 - Factory Finish	Included				
1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI 23	Included				
Bldg 1 - Classroom - A1-52.2	Included				
Type 1 - 6x6 (46)	Included				
Type 2 - 4x6 (4)	Included				
Type 3 - 6x2 (42)	Included				
Bldg 2 - MPR - A2-52.1	Included				
Type 1 - 8x2 (2)	Included				
Type 2 - 6x2 (4)	Included				
Type 3 - 8x4 (2)	Included				
Type 4 - 10x4 (5)	Included				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
Glazing	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
Full Height Glazed Partition System	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
TOTALS	317,025	0	0	0	0	0
Recommendation:	Amount					
Santa Barbara Glass	317,025					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Date Printed	12/6/2016
					Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaproshield	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
All Required Caulking and Sealants at Penetrations	Included	Included	Included	Included	Included	Included
Scaffolding for Own Work	90 Days	90 Days	Included	Included	Included	Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	Included	Included	Included	Included	Included	Included
Drywall per Wall Schedule - A61.1 & A61.2	Included	Included	Included	Included	Included	Included
Drywall Ceilings per A60.2 & A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 - No Notes for Gyp on Roof Joists	Included	Included	Included	Included	Included	Included
Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-32.1 & A4-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
5/8" Drywall Vertical Surfaces	Included	Included	Included	Included	Included	Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included	Included	Included
Level 1-4 Finish at Locations per Specifications Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls per A61.1	Included	Included	Included	Included	Included	Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included	Included	Included
Installation of HM Door Frames Supplied by Others	25,250	25,250	25,250	25,250	25,250	25,250
Supply and Install of Access Panels 12x12	4,500	4,500	4,500	4,500	4,500	4,500
Installation of FEC Supplied by Others	3,000	3,000	3,000	3,000	3,000	3,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,801	10,802	10,803
TOTALS	2,317,950	1,559,031	1,848,940	1,674,898	1,516,532	1,689,941
Recommendation:	Amount					
Pacific Int. / Perlite Plaster	1,516,532					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stoneware Tile	J. Colavin & Son	Stonerock Tile			
Base Bid	118,809	145,690	171,350			
Spec #: 093000, 090561	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	60 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
MFR - Dal-Tile, Groups 2 & 3	Included	Included	Included			
DalTile Keysontes 2"x2" Mosaic - Floors	Included	Included	Included			
DalTile Ceramic 4-1/4"x4-1/4" - Walls in Checkerboard Pattern - RFI 25	Included	Included	Included			
Tile on Cement Backer Board	In Drywall	In Drywall	In Drywall			
Cold Applied Waterproofing Membrane	Included	Included	Included			
Men's & Women's Restrooms	Included	Included	Included			
Faculty Restrooms	Included	Included	Included			
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included			
Rms - 103, 105, 110, 111, 113, 203, 205	Included	Included	Included			
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included			
Rm - 114	In Above	Included	Included			
Quarry Tile in Rms 106, 107, 108, 111, 112, 113, 114	In Above	Included	Included			
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included			
Rms - 115, 117, 118	Included	Included	Included			
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included			
Rms - 107, 108, 112, 113	Included	Included	Included			
Sink Vestibule 106 & 111	Included	Included	Included			
TOTALS	118,809	145,690	171,350	0	0	0
Recommendation:	Amount					
Stoneware Tile	118,809					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elljay Acoustics	Date Printed	12/6/2016
					Cali-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,900	16,058	17,000	10,000	17,000
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
ACT Details per A64.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
Fixed Sound-Absorptive Panels	Included	Included	Included	Included	Included	Included
ACP-1 MPR/Gym	Included	Included	Included	Included	Included	Included
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included	Included	Included
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 -MPR	Included	Included	Included	Included	Included	Included
2" Tectum Ceiling Panels	Included	Included	Included	Included	Included	Included
Presentation Area - 8/A64.2	Included	Included	Included	Included	Included	Included
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736	2,736	2,736
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included	Included	Included
Acoustic Room Components	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



Acoustical Ceilings		Elm Street Elementary School Reconstruction				Job Number	Elm	
		Subcontractors				Bid Date	12/7/2016	
						Date Printed	12/6/2016	
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljjay Acoustics	Cali-USA Acoustics	Prime Acoustics		
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A		
TOTALS	194,496	232,636	215,362	301,736	190,736	240,736		
Recommendation:	Amount							
Cali-USA Acoustics	190,736							

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo		
Base Bid	200,370	201,500	248,200	366,593		
Spec #: 095100, 098400, 098413	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	60 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included	Included	Included		
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included		
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included		
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,000	17,000	17,000		
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A		
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A		
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A		
ACT Details per A64.1 & 2	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included		
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included		
Fixed Sound-Absorptive Panels	Included	Included	Included	Included		
ACP-1 MPR/Gym	Included	Included	Included	Included		
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included		
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included		
Acoustic Room Components	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo	Date Printed	12/6/2016
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
TOTALS	220,106	221,236	267,936	386,329	0	0
Recommendation:	Amount					
Cali-USA Acoustics	190,736					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Reliable Flooring	
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721	108,814	
Spec #: 096500, 096566, 096800, 090561	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	60 Days	Included	60 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Flooring						
Minor Floor Prep	Included	Included	Included	Included	Included	
Testing for PH and Moisture	Included	Included	Included	6,500	Included	
Remediation if Applicable	\$3.70 / SF	\$5.25 / SF	\$5.00 / SF	\$5.00 / SF	\$5.00 / SF	
Resilient Flooring						
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom						
All Classrooms	Included	Included	Included	Included	Included	
VCT in Elevator Cab per 7/Gen-6	650	650	650	650	650	
Bldg 2 - MPR						
Rms - 102, 103, 104, 115	Included	Included	Included	Included	Included	
Bldg 3 - Admin						
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included	Included	
Bldg 4 - Kindergarten						
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
Carpet Tile						
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 29701 Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin						
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
Resilient Athletic Flooring						
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick	Included	Included	Included	Included	Included	

Bid Evaluation Report



Carpet & Resilient Flooring		Elm Street Elementary School Reconstruction				Job Number	Elm
		Subcontractors				Bid Date	12/7/2016
Description		Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
						Reliable Flooring	
Color A & B - A63.3		Included	Included	Included	Included	Included	
Bldg 2 - MPR		Included	Included	Included	Included	Included	
Rm - 101 & 105		Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3		5,500	5,500	5,500	5,500	5,500	
Volleyball Court		In Above	In Above	In Above	In Above	In Above	
Basketball Court		In Above	In Above	In Above	In Above	In Above	
TOTALS		121,150	197,768	158,895	115,371	114,964	0
Recommendation:		Amount					
Reliable Flooring		114,964					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RF1 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
Intumescent Fireproofing	110,000	93,125	110,000	110,000	110,000	110,000
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	Included	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	Included	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4	In Above	5,000	In Above	In Above	In Above	In Above

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
Base Bid	368,123	343,000	Incomplete		
Spec #: 099000	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalification per Bid Invite	N/A	N/A			
Painting and Coating					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
Bldg 3 Finish Sch - A3-53.1	Included	Included			
Bldg 4 Finish Sch - A4-53.1	Included	Included			
(2) Top Coats and (1) Coat Primer	Included	Included			
Exterior Plaster All Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
Intumescent Fireproofing	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
Bldg 1 - (22)	In Above	In Above			
Bldg 2 - (5)	In Above	In Above			
Bldg 3 - (4)	In Above	In Above			
Bldg 4 - (10)	In Above	In Above			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting		Date Printed	12/6/2016
TOTALS	478,123	453,000	0	0	0	0
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Visual Display Boards						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(4) per Classroom & (3) in RSP Rm = (87) Total	53,650	Included	Included			
Markerboards 4x8 (164)	58,000	Included	Included			
Markerboards 4x5.5 (8)	Included	Included	Included			
Tackboards 4x8 (40)	Included	Included	Included			
Tackboards 4x6 (20)	Included	Included	Included			
Tackboards 4x5.5 (4)	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(3) per Classroom = (12) Total	17,400	Included	Included			
Markerboards 4x8 (12)	Included	Included	Included			
Markerboards 4x6 (4)	Included	Included	Included			
Tackboards 4x8 (10)	Included	Included	Included			
Tackboards 4x6 (6)	Included	Included	Included			
TOTALS	527,857	525,000	527,666	0	0	0
Recommendation:	Amount					
Claridge	525,000					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	CA Signs - San Diego	John Pence Bldg Spec.
Base Bid	21,174	38,617	13,128	62,975	16,205	21,860
Spec #: 101400	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Signage						
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included	Included	Included
Sign Schedule per Gen-3 Sheet & Specs	Included	Included	Included	Included	Included	Included
Room Signs	Included	Included	Included	Included	Included	Included
Exit Signs	Included	Included	Included	Included	Included	Included
Stair Signs at Classroom Bldg	Included	Included	Included	Included	Included	Included
Restroom Signs	Included	Included	Included	Included	Included	Included
Assistive Listening Signage	Included	Included	Included	Included	Included	Included
Occupancy Signs	Included	Included	Included	Included	Included	Included
ADA Signage	Included	Included	Included	Included	Included	Included
Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
Site Signage	Included	Included	Included	Included	Included	Included
Marquee Sign - 15/A64.4	12,330	12,330	12,330	Included	12,330	12,330
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
Electronic Sign	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 17/A64.4	17,627	17,627	17,627	Included	17,627	17,627
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
TOTALS	68,831	79,774	60,785	69,475	63,862	69,517
Recommendation:	Amount					
Kendall Sign	60,785					

Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Inland Empire Arch	SDI	Russco	John Pence Bldg Spec.		
Base Bid	43,157	48,061	51,001	54,200		
Spec #: 102113.19, 102800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments & Accessories						
MFR - Ampco, Metpar, PSI, Scranton or Bradley	Included	Included	Included	Included		
Urinal & Vestibule Screens	Included	Included	Included	Included		
Solid Plastic Compartments	Included	Included	Included	Included		
Accessories, Hand Dryers, Mirrors, Shower Curtain Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/Broom Holder	5,600	Included	5,600	5,600		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included	Included		
Rms - 103, 105, 110, 111, 203, 205	Included	Included	Included	Included		
Rm - 113	Included	Included	Included	Included		
Janitors Closets - 104, 112, 204	Included	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included	Included		
Rm - 114	Included	Included	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included	Included		
Rms - 117, 118	Included	Included	Included	Included		
Rm - 115	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included	Included		
Sink Vestibules 106 & 111	Included	Included	Included	Included		
Janitors Closet - 114	Included	Included	Included	Included		
TOTALS	48,757	48,061	56,601	59,800	0	0
Recommendation:	Amount					
SDI	48,061					



Bid Evaluation Report

Fire Sprinklers	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
				Date Printed		12/6/2016
Description	Subcontractors					
	Apex Fire Protection	Superior Fire				
Base Bid	501,200	268,790				
Spec #: 212000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	Yes	Yes				
Attachment C Acknowledgement	N/A	N/A				
Fire Sprinklers	Included	Included				
MFR - Tyco	Included	Included				
Standard Upright, Pendent, Sidewall Sprinklers	Included	Included				
Bldg 1 - Classroom - FP02 & 3	Included	Included				
Bldg 2 - MPR - FP04	Included	Included				
Bldg 3 - Admin - FP05	Included	Included				
Bldg 4 - Kinder - FP06	Included	Included				
4" Fire Riser at Each Bldg - 1/FP07	Included	Included				
POC 5" Outside of Bldg	Included	Included				
Upright Sprinkler Deflectors as Shown	Included	Included				
Brass or White Finish	Included	Included				
Heads to be Centered in ACT Panels	Included	Included				
Furnish & Install Sleeves	Included	Included				
All Seismic Bracing, Hangers, Embeds as Required	Included	Included				
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included				
All Gauges, Valves, Flow and Tamper Switches	Included	Included				
Sound and Vibration Control	Included	Included				
All Bracing and Hangers - FP07	Included	Included				
Firestopping & Sealants as Required at Penetrations	Included	Included				
BIM Requirements	18,700	15,000				
TOTALS	519,900	283,790	0	0	0	
Recommendation:	Amount					
Superior Fire	283,790					

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Description	Subcontractors				Bid Date
		Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.	Date Printed
Base Bid	671,450	513,546	456,457	526,000		
Spec #: 331000, 333000, 334000	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	60 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included		
Cutting and Capping of Existing Utilities	2,450	2,450	2,450	2,450		
Layout and Trenching	Included	Included	Included	Included		
Sawcutting for New Utilities	Included	Included	Included	Included		
Traffic Control	3,584	3,584	3,584	3,584		
Traffic Rated Trench Plates	Included	Included	Included	Included		
Temp Asphalt Patching	Included	Included	Included	Included		
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048		
Pressure Test and Flush System	Included	Included	Included	Included		
Sewer						
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included		
Cleanouts (8)	Included	Included	Included	Included		
All Piping and Connections to Main line (2)	Included	Included	Included	Included		
Storm Drain	3,000	3,000	3,000	2,600		
6", 8", 12" & 18" HDPE Storm Drain Pipe	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basins - 10/C02 (3)	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basin at Biofiltration - 11/C02 (3)	Included	Included	Included	Included		
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included		
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included		
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included		



Bid Evaluation Report

Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
Street Work (Sewer and Storm Trench Repairs Only)	See Allowances	See Allowances	See Allowances	See Allowances		
Base Pave Trenches	See Allowances	See Allowances	See Allowances	See Allowances		
Trench Repair	See Allowances	See Allowances	See Allowances	See Allowances		
Grind Existing	See Allowances	See Allowances	See Allowances	See Allowances		
Overlay with 1-1/2" Asphalt	See Allowances	See Allowances	See Allowances	See Allowances		
Lane Closure/Traffic Control	See Allowances	See Allowances	See Allowances	See Allowances		
Fire Water per C-08 (RFI 4)	Included	Included	Included	Included		
6" & 8" Class 150 C900 PVC Water Line	Included	Included	Included	Included		
Thrust Blocks - 320/C04	Included	Included	Included	Included		
Fire Hydrants per 300/C04 (3)	Included	Included	Included	Included		
8" Double Check Detector Backflow - 311/C04	Included	Included	Included	Included		
Post Indicator Valves (3)	Included	Included	Included	Included		
FDC (3)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Hydrant Bollards/Footings - 301/C04 (12)	3,000	3,000	3,000	2,600		
Fire Sprinkler Connections - 5' Outside Bldg	Included	Included	Included	Included		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	40,000	Included	Included		
Gas	Included	Included	Included	Included		
Gas Lines per Plumbing P005	N/A	N/A	45,000	N/A		
Performance Contingency						
TOTALS	698,032	580,128	519,039	541,895	0	0
Recommendation:	Amount					
J. Vega Eng.	519,039					

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000 Spec #:	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	15 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	Yes	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Plumbing						
Temporary Water Service & Distribution	Included	Included	Included	Included	Included	
All Related Trenching / Backfill	7,500	7,500	7,500	7,500	7,500	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
HW / CW Piping	Included	Included	Included	Included	Included	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Precision Plumbing	
Piping Insulation	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Access Panels - Furnish Only	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
Furnish and install all Metal Sleeves	Included	Included	Included	Included	Included	
Flashings at Roof Penetrations	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
All Related Caulking / Sealants	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Fire Stopping	Included	Included	Included	Included	Included	
Coring, as Required	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
Flush / Chlorinate / Disinfect Domestic Water	Included	Included	Included	Included	Included	
Ansul Gas valve	Included	Included	Included	2,500	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	767,473	902,141	802,500	747,000	728,974	0
Recommendation:	Amount					
Precision Plumbing	728,974					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
HVAC	Included	Included	Included	Included	Included	
Equipment	Included	Included	Included	Included	Included	
VAV - Anemostat	Included	Included	Included	Included	Included	
Fan Coil Units - Trane	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	Included	Included	Included	Included	Included	
VRF Diagrams M010 - M014	Included	Included	Included	Included	Included	
Exhaust Fans - Greenheck	Included	Included	Included	Included	Included	
Makeup Air - Greenheck	Included	Included	Included	Included	Included	
Air Handling Unit - Trane	Included	Included	Included	Included	Included	
Split AC Units - Trane	Included	Included	Included	Included	Included	
Supply Fans - Anemostat	Included	Included	Included	Included	Included	
Sound Traps - IAC Acoustic	Included	Included	Included	Included	Included	
Factory Curbs/ Install	Included	Included	Included	Included	Included	
Buildings	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, TAC, Trane, Carrier	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
6" Conc Pads for Equip - 16/S301	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
3 Makeup Air Units on Roof with Curbs	Included	Included	Included	Included	Included	
Kitchen Exhaust Ducting and Fans - M504 (Hood by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included	
Spring Isolation Hangers	Included	Included	Included	Included	Included	
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included	
Metal Ducts / Duct Work	Included	Included	Included	Included	Included	
Duct Liner	Included	Included	Included	Included	Included	
Supply & Return Air Plenums	Included	Included	Included	Included	Included	
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included	
Wall Louvers	Included	Included	Included	Included	Included	
Duct Insulation	Included	Included	Included	Included	Included	
Fire / Smoke Dampers	Included	Included	Included	Included	Included	
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included	
Mechanical Identification	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	1,273,955	1,406,229	1,399,230	1,226,000	2,119,673	0
Recommendation:	Amount					
Sheldon Mech.	1,226,000					

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Base Bid	2,440,000	2,385,000	2,440,275		
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265200, 265561	Included	Included	Included		
Spec #: 270536, 275116, 275123.50, 281600, 282300, 283100	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 days	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	Yes	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
Electrical	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included		
Temp Power Boxes and Cords	10,659	10,659	10,659		
Temporary Lighting	5,330	5,330	5,330		
Site	Included	Included	Included		
2" & 4" Conduits for Site Utilities - E1.1	Included	Included	Included		
Conduit Runs as Shown Site Plan - E1.2	Included	Included	Included		
Encase All Underground Conduits in Concrete per Note 6 on E0.1	Included	Included	Included		
Pour Back of Utility Trenches	Included	Included	Included		
Signal, Fire and Power Pull Boxes - 1/E7.7	Included	Included	Included		
Site Lighting Plan - E1.3	Included	Included	Included		
Site Lighting Fixtures, per Schedule	Included	Included	Included		
Site Signal, CCTV, FA Speakers - E1.6	Included	Included	Included		
U/G Power Distribution for Site Power	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included		
U/G Power Distribution for Site Lighting	Included	Included	Included		
Buildings 1-4	Included	Included	Included		
Lighting Fixtures per Schedule on E0.5	Included	Included	Included		
Mechanical Schedule - E0.6	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
				Cable Schedule - E0.4	Included
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included		
Distribution Panelboards	Included	Included	Included		
Panel Boards	Included	Included	Included		
Power Distribution	Included	Included	Included		
Conduits & Raceways	Included	Included	Included		
Terminal Cabinets & Racks	Included	Included	Included		
Cable Trays & Supports	Included	Included	Included		
Wiring / Conductors	Included	Included	Included		
Floor boxes	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included		
Connections to Existing Generator	Included	Included	Included		
Lighting Control Panel / System	Included	Included	Included		
Emergency Lighting / Exit Signs	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included		
Bldg 1 - Classroom	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Connections for all Kitchen Equipment	Included	Included	Included		
Conduit for Theatrical Lighting	Included	Included	Included		
Elec Room 102 - E2-4.1	Included	Included	Included		
Bldg 3 - Admin	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Power for VAV & Rooftop Equipment	Included	Included	Included		
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included		
Bldg 4 - Kindergarten	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included		
Single Line Diagram - E4.0	Included	Included	Included		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included		
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included		
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc		
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included		
MFR - Electronic Theatre Controls (ETC)	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Bldg 2 - MPR (TL2.1.1 & 2)	Included	Included	Included		
Dimmer Racks and Controls	Included	Included	Included		
Stage Lighting Control System	Included	Included	Included		
Lighting Track & Fixtures - 10/TL8.1.1	Included	Included	Included		
Panels & Receptacles	Included	Included	Included		
Miscellaneous	Included	Included	Included		
Plywood Backboards	In Rough Framing	In Rough Framing	In Rough Framing		
Flashings at Penetrations	Included	Included	Included		
Caulking / Sealants	Included	Included	Included		
Sleeves / Fire Caulking / Firestopping - 1/E0.7	Included	Included	Included		
BIM Requirements	15,000	15,000	15,000		
Low Voltage Systems	Included	Included	Included		
Computer Network Cabling	Included	Included	Included		
Communications Cabinets, Racks, Frames and Enclosures - E7.10	Included	Included	Included		
Communications Cabling	Included	Included	Included		
Devices, Equipment, Conduit & Conductors	Included	Included	Included		
Public Address/Clock System	Included	Included	Included		
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included		
Alt by Valcom	Included	Included	Included		
Assistive Listening System	Included	Included	Included		
MFR - Listen Technologies	Included	Included	Included		
FM Transmitters - LT-700 LT-800	Included	Included	Included		
Receiver - LR-100 & LR-400	Included	Included	Included		
(1) 8-Hour Training Session	Included	Included	Included		
Intrusion Alarm System	26,080	Included	26,080		
Contractor to Have C7 and C10 License	In Above	Included	In Above		
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
Video Surveillance (CCTV) System	72,395	Included	72,395		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
MFRs - Per Specs	In Above	Included	In Above		
Fire Detection Alarm	88,292	Included	Included		
Fire Alarm System	In Above	Included	Included		
MFR - Notifier, Simens, Simplex, Johnson or Gamewell-FCI	In Above	Included	Included		
Complete Addressable Fire Alarm System	In Above	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Subcontractors				Date Printed	12/6/2016	
Description	Venco Elec.	Taft Elec.	Oilfield Elec.			
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included			
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included			
Elevator System - E0.4	In Above	Included	Included			
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included			
Conduit & Back Boxes	In Above	Included	Included			
Submittals / Shop Drawings / As-Built	In Above	Included	Included			
TOTALS	2,657,756	2,415,989	2,569,739	0	0	0
Recommendation:	Amount					
Taft Elec.	2,415,989					

Bid Evaluation Report



Building Specialties		Elm Street Elementary School Reconstruction		Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Div	Description	Amount	Recommended Subcontractor	Bids Received	
104400	Fire Extinguishers & Specialties FEC at Elec Yard - Surface Mount per 16/A64.4 (1) Bldg 1 - FEC 1/A64.4 (22) Bldg 2 - FEC 1/A64.4 (3) Bldg 3 - FEC 1/A64.4 (3) Bldg 4 - FEC 1/A64.4 (2)	6,150	Glendon Co.	5	
105100	Lockers MFR - Art Metal, Penco, Republic Locker Alcove 2-113 2-Tier Lockers per 6&7/A64.4	1,650	John Pence	3	
107500	Flagpoles Flag Pole 35' per 8/A64.4 (1) Set Pole Footing per Site Concrete	4,293	Pole Tech	2	
114800	Physical Education Equipment MFR - Jaypro, Cassidy, Draper Volleyball Sleeves, Standards, Net, Antenna Ref Stand and Pad	5,150	Bernards		
124813	Entrance Floor Mats MFR - AFP, RC Musson, Pawling Rubber Mat 1/4" Thick, 48x72	N/A	N/A		
126823	Folding Cafeteria Tables	OFOI	OFOI		
N/A	Misc Site Furnishings Benches at Site per S32/A0-1.1 (18) Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5 Relocate Existing Playground Equipment and Reinstall at New Areas - S39/A0-1.1 New Conc Footings (TBD) Basketball Pole & Basket - 7/A63.6 (6) Coat Hooks - 14/A64.4 Dull Chrome - Single MFR - McMaster-Carr 1760A2 Wall-Mount Hook, Chrome-Plated Brass, 1-1/4" Wide x 1-1/2" High x 1-5/8" Deep Bldg 1 = 544 Bldg 4 = 60	128,099	Bernards		
N/A	Misc Equipment (TV's) TV's in Classrooms MFR - Sharp 50" & 60" LE65OU Wall Mount - Chief TS318TU Ceiling Mount - Chief MCM1U Bldg 1 - Classroom 60" TV's in Classroom Bldg per 9/A64.4 (62) TV Mounts (62) Bldg 4 - Kindergarten 50" TV's in Classroom Bldg per 11/A64.3 (4) TV Mounts (4)	121,300	Bernards		
N/A	Final Cleanup Exterior Interior	68,534	Bernards		
Total		335,176	Bids Received	10	

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Change Order No. 24 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction (Penanhoat/CFW)

This change order addresses backing and blocking associated with mechanical systems. COR's No. 259 and 260 are mechanical attachment upgrades. COR's 488R1 and 513 are revisions for louvers and TVs at the Kindergarten Building. Change Order No. 024 provides for the Board's ratification of the following four (4) COR's:

- COR No. 259 - Substitute Angle Irons for Thru bolts
- COR No. 260 - Unistrut in Lieu of Wood Blocking
- COR No. 488R1 - Revise Kinder Louver Framing
- COR No. 513 - Added Backing for Kindergarten TV's

FISCAL IMPACT:

Twenty-Five Thousand Eight Hundred Ninety-Seven Dollars and Zero Cents (\$25,897.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget as per the June 2019 six-month report.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #24 for Master Agreement #16-199 with Bernard Bros. Inc.

ADDITIONAL MATERIALS:

- Attached:** [Change Order #024 - Bernards Bros Inc \(2 Pages\)](#)
[COR No. 259 - Substitute Angle Irons for Thru Bolts \(24 Pages\)](#)
[COR No. 260 - Unistrut in Lieu of Wood Blkg \(4 Pages\)](#)
[COR No. 488R1 - Revise Kinder Louver Framing \(9 Pages\)](#)
[COR No. 513 - Added Backing for Kinder TV's \(8 Pages\)](#)
[Construction Services Agreement #16-199 \(108 Pages\)](#)



CHANGE ORDER

Date: 08.07.2019

CHANGE ORDER NO. 024

PROJECT: ELM E.S. RECONSTRUCTION PROJECT
 O.S.D. BID No. N/A
 O.S.D. Agreement No. 16-199

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

ARCHITECT SVA Architects, Inc.
 6 Hutton Centre Drive, Ste. 1150
 Santa Ana, CA 92707

CONTRACTOR:
 Bernards Bros. Inc.
 555 First Street
 San Fernando, CA 91340
 Attn: Carl Magness

Architects Proj. No.: 2013-40159
 D.S.A. File No.: 56-22
 D.S.A. App. No.: 03-116407

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All 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.....	\$ 23,306,886.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 3,001,160.00
ADJUSTED CONTRACT SUM.....	\$ 26,308,046.00
NET CHANGE -	\$ 25,897.00
Total Change Orders to Date: 024.....	\$ 3,027,057.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 024.....	\$ 26,333,943.00

Commencement Date:January 30, 2017
 Original Completion Date:October 16, 2018
 Original Contract Time:661 Calendar Days
 Time Extension for all Previous Change Orders:000 Calendar Days
 Time Extension for this Change Order:000 Calendar Days
 Adjusted Completion Date:October 16, 2018

Percentage(12.99%) 1577

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 259- Substitute Angle Irons for Thru bolts			\$6,563.00	
2.	COR No. 260- Unistrut in Lieu of Wood Blocking			\$5,400.00	
3.	COR No. 488R1- Revise Kinder Louver Framing			\$4,130.00	
4.	COR No. 513- Added Backing for Kindergarten TVs		\$9,804.00		
5.					
	TOTAL		\$9,804.00	\$16,093.00	

Total Change Order No. 024\$ 25,897.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DIRECTOR OF PURCHASING: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 259 R0

Date: 8/13/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

CCD 1 Angle Iron

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add 2'x2' 16 gauge angle iron in lieu of thru bolts shown in attachment details on M510.	Sheldon Mechanical Corp	5,707
Reason: Required Per CCD 1		
Requested By: SVA Architects		
Ref: CCD 1, M510		
		Subtotal:
		5,707
Contractual Costs		
Overhead 15%		856
		Subtotal:
		856
Total Change Order Request Amount:		6,563

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



SHELDON MECHANICAL CORPORATION

July 27, 2018

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Kyle Ramin

Subject: Elm Street Elementary School
SMC COR #14 CCD #1 Building 1 Upper Attachment

Dear Kyle,

Attached is our itemized cost for the work performed per CCD #1 to Furnish and Install 2"x2"x
16 Gauge Angle Iron for Building 1 and a credit for the 3/8" Thru Bolt per the Mechanical
Details on M510.

Cost for SMC COR #14 is \$5,707.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

Data	Sheldon 3/19/04
Job	Misc Jobs #2
Bid	SMC COR #14 Credit

Sheldon Mechanical Corp.
 26015 Avenue Hall
 Santa Clarita, CA 91355

DATE	PAGE
07/27/18	1
TIME	
03:16 PM	

Phone: 661-286-1361 FAX: 661-287-9086
 e-mail: Dillon@sheldonmech.com

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL:					
2 DFI					-487.00
3 SUBTOTAL					-487.00
4					
5 SALES TAX:					
6 Material Total	Line 3	-487.00	%	9.50	-46.27
7 SUBTOTAL					-46.27
8					
9 DIRECT FIELD LABOR:					
10 Thru-Bolt					
11 Jourmeyman	Calc	34.00	*	-98.14	-3,336.76
12 SUBTOTAL					-3,336.76
13					
14 JOB SUBTOTAL					-3,870.03
15					
16 OVERHEAD MARKUP:					
17 Material	Line 3	-487.00	%		
18 Major Quotations	Line 3	-487.00	%		
19 Sales Tax	Line 7	-46.27	%		
20 Direct Field Labor	Line 12	-3,336.76	%		
21 Direct Shop Labor	Line 12	-3,336.76	%		
22 Specialized Labor	Line 12	-3,336.76	%		
23 Indirect Labor	Line 12	-3,336.76	%		
24 Non-Productive Lbr.	Line 12	-3,336.76	%		
25 Direct Job Expenses	Line 12	-3,336.76	%		
26 Sub Contracts	Line 12	-3,336.76	%		
27 JOB TOTAL					-3,870.03

Data	Sheldon 3/19/04
Job	Misc Jobs #2
Bid	SMC COR #14 Add

Sheldon Mechanical Corp.
 26015 Avenue Hall
 Santa Clarita, CA 91355

DATE	PAGE
07/27/18	1
TIME	
03:13 PM	

Phone: 661-286-1361 FAX: 661-287-9086
 e-mail: Dillon@sheldonmech.com

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL:					
2 DFI					3,348.00
3 SUBTOTAL					3,348.00
4					
5 SALES TAX:					
6 Material Total	Line 3	3,348.00	%	9.50	318.06
7 SUBTOTAL					318.06
8					
9 DIRECT FIELD LABOR:					
10 Time & Material					
11 Journeyman	Calc	47.50	*	98.14	4,661.65
12 SUBTOTAL					4,661.65
13					
14 JOB SUBTOTAL					8,327.71
15					
16 OVERHEAD MARKUP:					
17 Flat Rate Markup	Line 14	8,327.71	%	15.00	1,249.16
18 Material	Line 3	3,348.00	%		
19 Major Quotations	Line 3	3,348.00	%		
20 Sales Tax	Line 7	318.06	%		
21 Direct Field Labor	Line 12	4,661.65	%		
22 Direct Shop Labor	Line 12	4,661.65	%		
23 Specialized Labor	Line 12	4,661.65	%		
24 Indirect Labor	Line 12	4,661.65	%		
25 Non-Productive Lbr.	Line 12	4,661.65	%		
26 Direct Job Expenses	Line 12	4,661.65	%		
27 Sub Contracts	Line 12	4,661.65	%		
28 JOB TOTAL					9,576.87

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 3-5-18

JOB NAME: Um Street

SUBJECT: CCO#1 upper Attachment

JOB #: 4306

LABOR

DATE	NAME	DESCRIPTION OF WORK	HOURS
3-8-18	Juan Chavolla	install & per CCO#1	3 1/2
	Chris Clark	overhead attachment	
	Chris Vera		

MATERIAL

DATE	DESCRIPTION	AMOUNT
3-8-18	7 - 3" x 3" x 16 ft & with 2 44" holes	
	14 or 14" x 3" wood joist	
	2 - tubes of fire rated sound caulking	

SUBMITTED ON: 4-2-18

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 3-6-18

JOB NAME: Elm Street

SUBJECT: CCD #1

JOB #: 4306

LABOR

DATE	NAME	DESCRIPTION OF WORK	HOURS
3-6-18	Chris Clark	Install & per CCD #1	4
	Chris Vera	Rm 101	
	Juan Charolla		

MATERIAL

DATE	DESCRIPTION	AMOUNT
3-6-18	80F 2" x 2" x 1000' w/ 3 holes	
	160F 1/4" x 3" w/ 10' wood legs	
	2 tubes of Acousti-Block sound caulking	

SUBMITTED ON: 4-2-18

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Burnerda

DATE: 3-9-18

SUBJECT: COO #1

JOB NAME: Elm Street

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Chavalla Chris Clark Chris Vera	install 2" x 2" x 16 ft. & per COO #1	3.5 hrs		

MATERIAL

DESCRIPTION	AMOUNT
70# 2" x 2" x 16 ft. & with 2- Nails	
140# 1/4" x 3" wood SHAP	
2- tubes fire rated solvent caulking	

SUBMITTED ON: 3-2-18

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernardo

DATE: 3-14-18

SUBJECT: ced #1 upper Attached Rm 108

JOB NAME: Elm Street

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Charolla Chris Clark Chris Vera	install 2" x 2 x 16ga. & per ced #1 (Rm 108.)	3.5 hrs		

MATERIAL

DESCRIPTION	AMOUNT
7 of 2" x 2 x 16ga. & with 3 holes	
14 of 1/4" x 3" wood lags	
2 of tubes fire rated sound caulking	

SUBMITTED ON: 4-2-18

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 3-15-18

SUBJECT: CD #1 Upper Attachment Rm 109

JOB NAME: Elm Street

JOB #: 4906

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Charolla	Install 3"x2" x 1/2" J per CD #1 (Rm 109)	1 1/2		
Chris Clark				
Chris Hens				

MATERIAL

DESCRIPTION	AMOUNT
3 - 3"x2" 1/2" J with holes.	
6 - 1/4" x 3" Jags	
7 - Tubes fire rated sound caulking.	

SUBMITTED ON: 4-2-18

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 3-16-18

SUBJECT: CCD #1 Upper Attachment Rem/Inst & W

JOB NAME: Elm Street

JOB #: 4306

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Charalla	install & per CCD #1 upper attachment	2		
Chris Clark				
Chris Uera				

MATERIAL

DESCRIPTION	AMOUNT
4- 2" x 2 x 16ft & w/holes	
8 of 1/4" x 3" wood lags	
1 tube fire rated round pulping	

SUBMITTED ON: 4-2-18

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Burnards

DATE: 3-19-18

SUBJECT: CCD #1 Upper Attachment

JOB NAME: Elm Street

JOB #: 43010

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Chevolla	Install & per CCD #1 upper attachments.	3 hrs		
Chris Clark				
Chris Vera				

MATERIAL

DESCRIPTION	AMOUNT
10 - 2" x 2" x 1/2" w/ holes	
12 - 1/4" x 3" wood lags	
2 - tubes fire rated bond caulking	

SUBMITTED ON: 4-2-18

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661) 287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernardo

DATE: 3-20-18

JOB NAME: Elm Street

SUBJECT: CCD-1

JOB #: 4306

LABOR

DATE	NAME	DESCRIPTION OF WORK	HOURS
3-20-18	Gunn Charalla Christopher Clark	install 11oga 375" per CCD-1	3

MATERIAL

DATE	DESCRIPTION	AMOUNT
3-20-18	600 20" x 2" x 32" x 1oga 4	
	1200 3" x 14" wood legs	
	1 table fire rated sound coupling	

SUBMITTED ON: 4-11-18

VERIFIED BY: M. Smith

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 3-21-18

JOB NAME: Elm Street

SUBJECT: CCD-1 Rm 121

JOB #: 4306

LABOR

DATE	NAME	DESCRIPTION OF WORK	HOURS
3-21-18	Guam Chavalla Christopher Clark	install 4 gun CCD-1	4

MATERIAL

DATE	DESCRIPTION	AMOUNT
3-21-18	8 OF 2" x 2" x 36" x 1600 w/ holes	
	110 OF 3" x 1/4" wood lags	
	1 tube fire rated sound caulking	

SUBMITTED ON: 3-21-18

VERIFIED BY: MSmith

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Burnards

DATE: 4-9-18

JOB NAME: LOW

SUBJECT: CRD-1

JOB #: 4306

LABOR

DATE	NAME	DESCRIPTION OF WORK	HOURS
4-9-18	Christopher Clark	INSTALL 2 PVC CRD-1 NR 201	3
	Christopher Clark		

MATERIAL

DATE	DESCRIPTION	AMOUNT
4-9-18	60F 3" x 2 x 26 x 1600	
	12 ft 3" x 1/4" wood legs	
	1 tube zinc coated square coupling.	

SUBMITTED ON: 4-12-18

VERIFIED BY: [Signature]

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Burnards

DATE: 4-10-18

JOB NAME: Elm Street

SUBJECT: CCD-1

JOB #: 4306

LABOR

DATE	NAME	DESCRIPTION OF WORK	HOURS
4-10-18	Christopher Clark	install support & pin	5
	Chris Kagan, Heras	CCD-1 nm 202	

MATERIAL

DATE	DESCRIPTION	AMOUNT
4-10-18	10 of 2" x 2" x 36" x 1/2" A	
	20 of 3" x 1/4" wood lags	
	1 tube fire rated sound caulking	

SUBMITTED ON: 4-10-18

VERIFIED BY: [Signature]

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661) 287-9086

TIME AND MATERIAL VERIFICATION

TO: Burnards

DATE: 4-11-18

JOB NAME: Elm Street

SUBJECT: CCD-1 rm 209

JOB #: 4906

LABOR

DATE	NAME	DESCRIPTION OF WORK	HOURS
4-11-18	Christopher Verd Christopher Clark	smoke support & pull CCD-1	2

MATERIAL

DATE	DESCRIPTION	AMOUNT
4-11-18	405 2" x 2" x 3/16" x 11ga. A	
	805 3" x 1/4" wood lag	
	1 tube fire rated sound caulking	

SUBMITTED ON: 4-11-18

VERIFIED BY: [Signature]

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 4-18-18

JOB NAME: ELM Street

SUBJECT: CCD-1

JOB #: 4306

LABOR

DATE	NAME	DESCRIPTION OF WORK	HOURS
4-18-18	Juan Charolla	Install & per CCD-1	2 1/2
	Chris Clark		

MATERIAL

DATE	DESCRIPTION	AMOUNT
4-18-18	9000 2" x 2" vloga. & per CCD-1 for duct supports	
	18pc 1/4" x 3" wood rods	
	1' tube around railing	

SUBMITTED ON: 5-23-18

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 4-19-18

JOB NAME: ELM Street

SUBJECT: CD-1

JOB #: 4306

LABOR

DATE	NAME	DESCRIPTION OF WORK	HOURS
4-19-18	Juan Chavella Chris Clark	install & pin CD-1 for duct supports.	3.5

MATERIAL

DATE	DESCRIPTION	AMOUNT
4-19-18	14 of 2" x 2" x 37" x 16ft & 28 of 1/4" x 3" long wood lag	
	1 trade fire rated wood crubbing.	

SUBMITTED ON: 5-23-18

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 4-20-18

JOB NAME: ELM Street

SUBJECT: CCD-1

JOB #: 4306

LABOR

DATE	NAME	DESCRIPTION OF WORK	HOURS
4-20-18	Juan Charolle Christopher Clark	install 2" x 2" x 37" x 1/2" L & per CCD-1 for dust support arm sig	3.5

MATERIAL

DATE	DESCRIPTION	AMOUNT
4-20-18	14 pcs 2" x 2" x 37" x 1/2" L	
	38 pcs 1/2" x 3" wood lag.	
	1 tube fire rated sound coupling	

SUBMITTED ON: 4-20-18

VERIFIED BY: _____

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Thru: December 31, 2018

Trade: HVAC (Sheet Metal)
Classification: Journeyman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.28	\$ 66.42	\$ 88.56
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 44.28	\$ 66.42	\$ 88.56
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.75	\$ 4.12	\$ 5.49
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.84	\$ 1.26	\$ 1.68
SUI	\$ 2.75	\$ 4.12	\$ 5.49
Workers Compensation Insurance	\$ 2.91	\$ 4.37	\$ 5.83
Hourly Payroll Tax & Insurance Subtotal	\$ 9.89	\$ 14.83	\$ 19.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 28.63	\$ 28.63	\$ 28.63
D. HOURLY OTHER			
Safety	\$ 1.66	\$ 2.49	\$ 3.32
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 3.52	\$ 4.68	\$ 5.85
Hourly Other Subtotal	\$ 15.18	\$ 17.17	\$ 19.17
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 97.98	\$ 127.05	\$ 156.13
General Liability Insurance	\$ 0.17	\$ 0.22	\$ 0.27
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.14	\$ 127.27	\$ 156.40

HOURLY LABOR COST RATES

Sub/Contractor:	Sheldon Mechanical Corp.	Trade:	HVAC (Sheet Metal)
Effective Date:		Classification:	Foreman
Project:		Union :	<input type="checkbox"/>
Rate Effective Through:	December 31, 2018	Non Union:	<input type="checkbox"/>

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.48	\$ 75.72	\$ 100.96
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 50.48	\$ 75.72	\$ 100.96
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.13	\$ 4.69	\$ 6.26
Medicare	\$ 0.73	\$ 1.10	\$ 1.46
FUI	\$ 0.96	\$ 1.44	\$ 1.92
SUI	\$ 3.13	\$ 4.69	\$ 6.26
Workers Compensation Insurance	\$ 3.32	\$ 4.98	\$ 6.64
Hourly Payroll Tax & Insurance Subtotal	\$ 11.27	\$ 16.91	\$ 22.54
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 28.63	\$ 28.63	\$ 28.63
D. HOURLY OTHER			
Safety	\$ 1.89	\$ 2.84	\$ 3.79
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 4.35	\$ 5.67	\$ 7.00
Hourly Other Subtotal	\$ 28.32	\$ 30.59	\$ 32.87
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 118.70	\$ 151.85	\$ 185.00
General Liability Insurance	\$ 0.20	\$ 0.26	\$ 0.31
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 118.91	\$ 152.11	\$ 185.31



CHANGE ORDER REQUEST

COR No. 260 R0

Date: 8/13/2018

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Unistrut

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to provide and install unistrut backing in lieu of wood blocking for the fan coil units in the closets.	Sheldon Mechanical Corp	4,696
Reason: Required By: Project Inspector		
Requested By: Project Inspector		
		Subtotal:
		4,696
Contractual Costs		
Overhead 15%		704
		Subtotal:
		704
Total Change Order Request Amount:		5,400

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



SHELDON MECHANICAL CORPORATION

July 31, 2018

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Kyle Ramin

Subject: Elm Street Elementary School
SMC COR #15 Unistrut in lieu of Wood Blocking for Fan Coil Units located in Closets

Dear Kyle,

Below is our cost to Furnish and Install Unistrut backing in lieu of Wood Blocking for the Fan Coil Units located in the Closets. The IOR would not accept Wood Blocking within the Closets because of the Closets being Rated.

DFI Invoice including Sales Tax.....	\$1,893.00
Foreman (12.5 Hours @ \$118.91).....	\$1,486.00
Journeyman (12.5 Hours @ 98.14).....	\$1,227.00
Sub Total.....	<u>\$4,696.00</u>
Overhead and Profit – 15%.....	\$N/A
Cost for SMC COR #15.....	\$4,696.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Thru: December 31, 2018

Trade: HVAC (Sheet Metal)
Classification: Journeyman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 44.28	\$ 66.42	\$ 88.56
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 44.28	\$ 66.42	\$ 88.56
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.75	\$ 4.12	\$ 5.49
Medicare	\$ 0.64	\$ 0.96	\$ 1.28
FUI	\$ 0.84	\$ 1.26	\$ 1.68
SUI	\$ 2.75	\$ 4.12	\$ 5.49
Workers Compensation Insurance	\$ 2.91	\$ 4.37	\$ 5.83
Hourly Payroll Tax & Insurance Subtotal	\$ 9.89	\$ 14.83	\$ 19.78
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 28.63	\$ 28.63	\$ 28.63
D. HOURLY OTHER			
Safety	\$ 1.66	\$ 2.49	\$ 3.32
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 3.52	\$ 4.68	\$ 5.85
Hourly Other Subtotal	\$ 15.18	\$ 17.17	\$ 19.17
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 97.98	\$ 127.05	\$ 156.13
General Liability Insurance	\$ 0.17	\$ 0.22	\$ 0.27
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.14	\$ 127.27	\$ 156.40

HOURLY LABOR COST RATES

Sub/Contractor:	Sheldon Mechanical Corp.	Trade:	HVAC (Sheet Metal)
Effective Date:		Classification:	Foreman
Project:		Union :	<input type="checkbox"/>
Rate Effective Through:	December 31, 2018	Non Union:	<input type="checkbox"/>

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 50.48	\$ 75.72	\$ 100.96
Wage Escalation	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	<u>\$ 50.48</u>	<u>\$ 75.72</u>	<u>\$ 100.96</u>
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.13	\$ 4.69	\$ 6.26
Medicare	\$ 0.73	\$ 1.10	\$ 1.46
FUI	\$ 0.96	\$ 1.44	\$ 1.92
SUI	\$ 3.13	\$ 4.69	\$ 6.26
Workers Compensation Insurance	\$ 3.32	\$ 4.98	\$ 6.64
Hourly Payroll Tax & Insurance Subtotal	<u>\$ 11.27</u>	<u>\$ 16.91</u>	<u>\$ 22.54</u>
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 10.80	\$ 10.80	\$ 10.80
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	<u>\$ 28.63</u>	<u>\$ 28.63</u>	<u>\$ 28.63</u>
D. HOURLY OTHER			
Safety	\$ 1.89	\$ 2.84	\$ 3.79
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 4.35	\$ 5.67	\$ 7.00
Hourly Other Subtotal	<u>\$ 28.32</u>	<u>\$ 30.59</u>	<u>\$ 32.87</u>
Total Hourly Labor Cost Rate (A+B+C+D)	<u><u>\$ 118.70</u></u>	<u><u>\$ 151.85</u></u>	<u><u>\$ 185.00</u></u>
General Liability Insurance	<u><u>\$ 0.20</u></u>	<u><u>\$ 0.26</u></u>	<u><u>\$ 0.31</u></u>
Total Hourly Labor Cost Rate + G.L. Insurance	<u><u>\$ 118.91</u></u>	<u><u>\$ 152.11</u></u>	<u><u>\$ 185.31</u></u>



CHANGE ORDER REQUEST

COR No. 488 R1

Date: 1/29/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Kindergarten Louver Openings

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to revise framing for outside air louvers at Kindergarten Building.	Abdellatif Enterprises Inc	3,591
Reason: Louver sizes were changed after openings had already been framed. This was rework not included in original scope.		
Requested By: SEOR		
Ref: RFI 366		
		Subtotal: 3,591
Contractual Costs		
Overhead 15%		539
		Subtotal: 539
Total Change Order Request Amount:		4,130

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



Change Order #

57R1

DATE: June 28, 2019

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 366- frame louver openings, block for straps per detail and add CMST

Description	Qty	Unit	Unit Price	Extension
6X6X12	6			\$ 522.72
2X6X12	6			\$ 87.12
CMST14	1		\$ 98.460	\$ 98.46
A35	48		\$ 0.24	\$ 11.52
Material Subtotal				\$ 719.84
Material Sales Tax			7.75%	\$ 55.79
CA Additional Lumber Assessment			1.0%	\$ 6.10
Freight				\$ -
Material Total				\$ 781.73
Equipment		week	\$ 525.00	
Labor	28	hour	\$ 72.48	\$ 2,029.44
Labor- Foreman	4	hour	\$ 77.79	\$ 311.16
Subtotal				\$ 3,122.33
Profit & Overhead			15%	\$ 468.35
Change Order Total				\$ 3,590.68



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u>	Local Union No.: <u>409</u>
<u>Laguna Hills, CA 92653</u>	Classification: <u>Journeyman</u>
Telephone: <u>(949) 215-4790</u>	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$41.25	\$61.88	\$20.63	\$82.50	\$41.25
2.) F.I.C.A	0.077	\$3.58	\$5.16	\$1.58	\$6.74	\$3.16
3.) Federal Unemployment Tax	0.008	\$0.37	\$0.54	\$0.17	\$0.70	\$0.33
4.) State Unemployment Tax	0.062	\$2.90	\$4.18	\$1.28	\$5.46	\$2.56
5.) Health & Welfare Fund		\$7.10	\$7.10	\$0.00	\$7.10	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.00	\$4.00	\$0.00	\$4.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.60	\$1.60	\$0.00	\$1.60	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Workmen's Compensation		\$5.80	\$5.80	\$0.00	\$5.80	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.93
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u>	Local Union No.: <u>409</u>
<u>Laguna Hills, CA 92653</u>	Classification: <u>Foreman</u>
Telephone: <u>(949) 215-4790</u>	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A %	B (\$) Straight Time	C (\$) Overtime [1 1/2x]	D=C-B (\$) Premium Cost	E (\$) Overtime [2x]	F=E-B (\$) Premium Cost
1.) Base Rate		\$44.25	\$66.38	\$22.13	\$88.50	\$44.25
2.) F.I.C.A	0.077	\$3.81	\$5.51	\$1.69	\$7.20	\$3.39
3.) Federal Unemployment Tax	0.008	\$0.40	\$0.58	\$0.18	\$0.75	\$0.35
4.) State Unemployment Tax	0.062	\$3.09	\$4.46	\$1.37	\$5.83	\$2.74
5.) Health & Welfare Fund		\$7.10	\$7.10	\$0.00	\$7.10	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.00	\$4.00	\$0.00	\$4.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.60	\$1.60	\$0.00	\$1.60	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$6.17	\$6.17	\$0.00	\$6.17	\$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		\$1.50	\$1.50	\$0.00	\$1.50	\$0.00
15.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$77.79	\$103.16	\$25.37	\$128.53	\$50.74
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$77.79	\$103.16	\$25.37	\$128.53	\$50.74



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 366

Project: Elm Elementary School Reconstruction Project

Date: 02-21-18
Discipline: Structural

Subject: Louver Openings in Shear Wall - Kindergarten

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-141		
M-4.1.1		

QUESTION

Please advise if it is acceptable to put a 22 1/4" x 22 1/4" opening in the shear walls for the outside air louvers at the locations shown on the attached document. An 1 3/4" sleeve will also be required near every louver location for the secondary drain of the FCU units See attached

ANSWER

Proposed openings structurally acceptable. See also RFI#188 for any add'l information
PSE-02/21/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Abdellatif Enterprises Inc	Hazem Abdellatif	2/27/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



REQUEST FOR INFORMATION

RFI No.: 366

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 02-21-18
Discipline: Structural

Subject: Louver Openings in Shear Wall - Kindergarten

Response Requested By: 02-28-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-141		
M-4.1.1		

QUESTION

Please advise if it is acceptable to put a 22 1/4" x 22 1/4" opening in the shear walls for the outside air louvers at the locations shown on the attached document. An 1 3/4" sleeve will also be required near every louver location for the secondary drain of the FCU units. See attached.

ANSWER

Proposed openings structurally acceptable. See also RFI#188 for any add'l information.
PSE-02/21/18

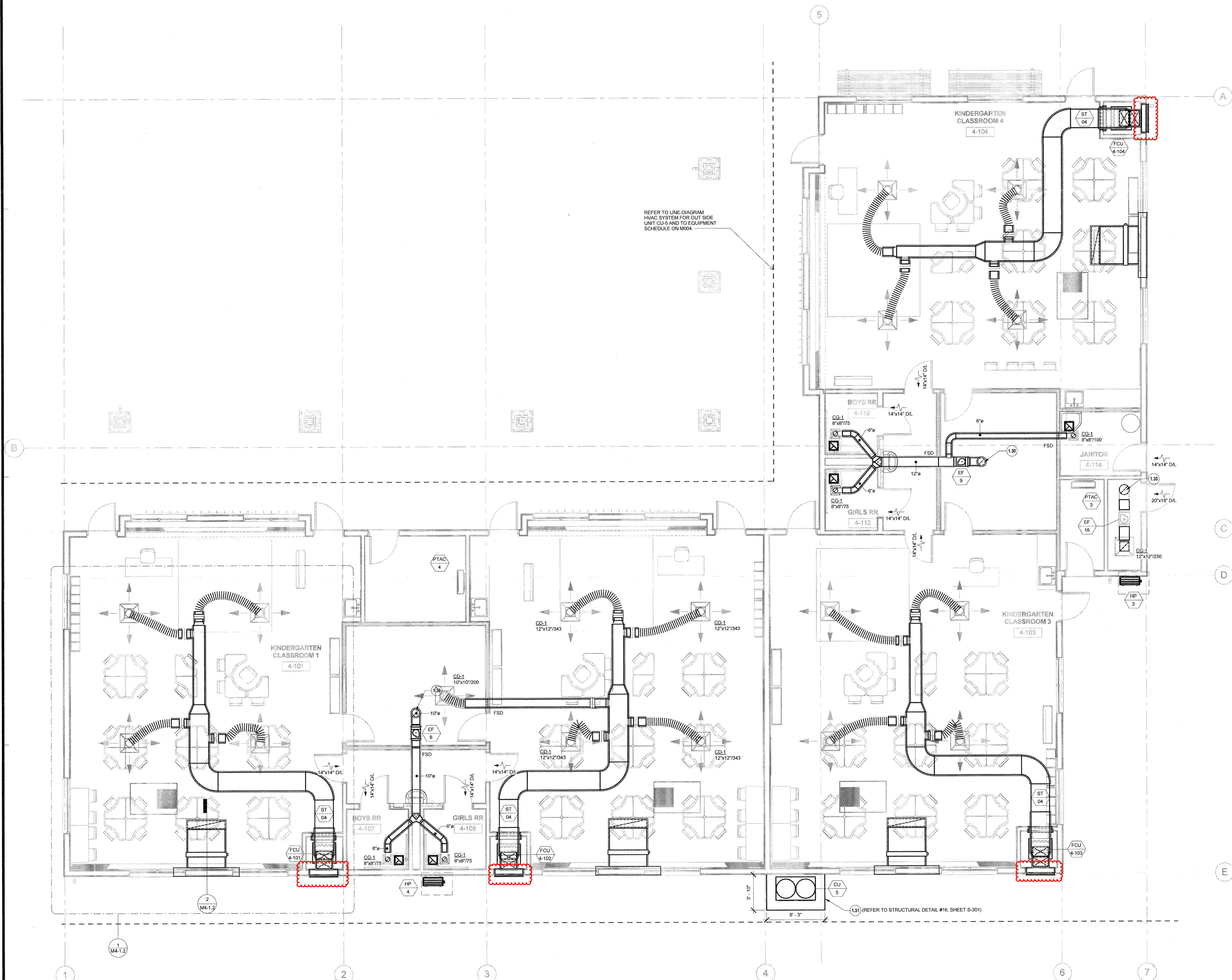
Response Provided By: _____
Name Company Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards

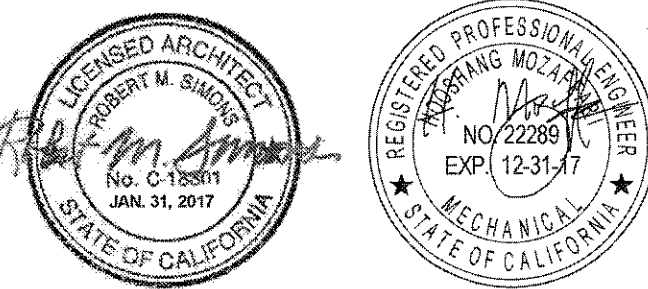
1612

KEYNOTES:

MARK	DESCRIPTION
1.30	10" EXHAUST DUCT THRU ROOF. PROVIDE FIRE DAMPER AT SHAFT PENETRATION
1.31	6" DEEP PAD FOR MECHANICAL EQUIPMENT. SEE DETAIL #16 ON SHEET S-301.



OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA



ROSHANIAN & ASSOCIATES, INC.
 ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
 6404 WILSHIRE BLVD, SUITE #610 LOS ANGELES, CA 90048
 TEL: (323) 933-5225 FAX: (323) 933-5559

IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES

A# 03-116407
 AC *W* FLS *SPH* SS *h2*
 DATE AUG 01 2016

REVISIONS:

NO.	DESCRIPTION	DATE

DATE ISSUED: 10/24/2014
 PROJECT NO: 1340159
 SCALE: 1/4" = 1'-0"

M4-1.1
 SHEET NUMBER:
 SHEET TITLE:

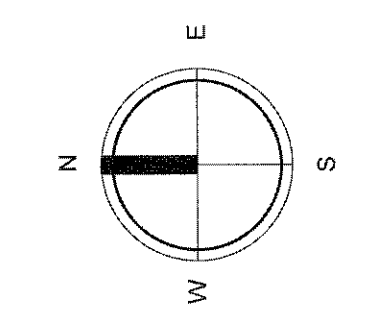
KINDERGARTEN - MECHANICAL FLOOR PLAN



3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
 T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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KINDERGARTEN BLDG - MECHANICAL FLOOR PLAN
 1/4" = 1'-0"



From: David Chieng <dchieng@petrastructural.com>
Sent: Thursday, March 08, 2018 9:14 AM
To: Alex Rivera; Peter Sarkis
Cc: Steve Johnson; 'Tom Bardwell'
Subject: RE: Elm ES RFI 366 - Louver Openings in Shear Wall - Kindergarten

With the updated opening sizes, double sided panels are not required structurally.
Thanks,
David

From: Alex Rivera [<mailto:ARivera@bernards.com>]
Sent: Wednesday, March 7, 2018 11:44 AM
To: David Chieng; Peter Sarkis
Cc: Steve Johnson; 'Tom Bardwell'
Subject: RE: Elm ES RFI 366 - Louver Openings in Shear Wall - Kindergarten

David/Peter,

Is the double shear required at these locations? RFI #188 says it's a "Recommendation", so we are a bit uncertain whether it's required or not. Pleas clarify.

Thanks,

Alex Rivera

Field Engineer | Elm Elementary School | **BERNARDS**

From: Tom Bardwell [<mailto:tbardwell@sva-architects.com>]
Sent: Friday, February 23, 2018 1:58 PM
To: Alex Rivera <ARivera@bernards.com>; Gina Sierra <GSierra@bernards.com>
Cc: Steve Johnson <SJohnson@bernards.com>; Jaime Pace <jpace@bernards.com>; Timothy Hoyt <timhoyt5@yahoo.com>
Subject: RE: Elm ES RFI 366 - Louver Openings in Shear Wall - Kindergarten

Alex,

Please see the attached RFI response for your records.

Thanks,

Tom Bardwell

Project Lead



CHANGE ORDER REQUEST

COR No. 513 R0

Date: 2/7/2019

Project: Elm Elementary School Reconstruction Project

DESCRIPTION OF WORK

Kindergarten TV Backing

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add backing for TVs in Kindergarten Building.	Abdellatif Enterprises Inc	8,525
Reason: Added work not included in original scope.		
Requested By: SVA Architects		
Ref: RFI 336		
		Subtotal: 8,525
Contractual Costs		
Overhead 15%		1,279
		Subtotal: 1,279
Total Change Order Request Amount:		9,804

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



Change Order #

74

DATE: August 17, 2018

PROJECT: Elm Street Elementary School

Cost proposal associated with RFI 336 - add TV blocking and double backing for the metal fur wall

Description	Qty	Unit	Unit Price	Extension
6x16 ga x 10' Flat Metal	480	LF	\$ 1.25	\$ 600.00
#10 12x 1.5 Phil pad HD 112	1	box	\$ 75.00	\$ 75.00
Material Subtotal				\$ 675.00
Material Sales Tax			7.75%	\$ 52.31
CA Additional Lumber Assessment			1.0%	\$ -
Freight				\$ 18.00
Material Total				\$ 745.31
Equipment				\$ -
Labor	92	hour	\$ 72.48	\$ 6,668.16
Subtotal				\$ 7,413.47
Profit & Overhead		15%		\$ 1,112.02
Change Order Total				\$ 8,525.49

1617



**HOURLY LABOR
RATE BREAKDOWN**

Contractor: <u>Abdellatif Enterprises, Inc.</u>	Trade: <u>Carpenter</u>
Address: <u>26071 Merit Circle, Suite 114</u> <u>Laguna Hills, CA 92653</u>	Local Union No.: <u>409</u>
Telephone: <u>(949) 215-4790</u>	Classification: <u>Journeyman</u>
	Effective Date: <u>07/01/17 to 03/31/18</u>

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$41.25	\$61.88	\$20.63	\$82.50	\$41.25
2.) F.I.C.A	0.077	\$3.58	\$5.16	\$1.58	\$6.74	\$3.16
3.) Federal Unemployment Tax	0.008	\$0.37	\$0.54	\$0.17	\$0.70	\$0.33
4.) State Unemployment Tax	0.062	\$2.90	\$4.18	\$1.28	\$5.46	\$2.56
5.) Health & Welfare Fund		\$7.10	\$7.10	\$0.00	\$7.10	\$0.00
6.) Pension Fund		\$4.91	\$4.91	\$0.00	\$4.91	\$0.00
7.) Vacation Fund		\$4.00	\$4.00	\$0.00	\$4.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$1.60	\$1.60	\$0.00	\$1.60	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Workmen's Compensation		\$5.80	\$5.80	\$0.00	\$5.80	\$0.00
12.) Public Liability (Bodily Injury)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.93
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Other: Joint Apprenticeship / Training		\$0.96	\$0.96	\$0.00	\$0.96	\$0.00
BASE CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		\$72.48	\$96.13	\$23.65	\$119.78	\$47.29



REQUEST FOR INFORMATION

RFI No.: 336

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project
Subject: TV Locations - Kindergarten Building

Date: 01-29-18
Discipline: Audio / Visual

Response Requested By: 02-05-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Please provide locations and heights for all TV's in the Kindergarten Building. Also, please clarify if the additional AV boxes that are not at the TV locations are required Please advise.

ANSWER

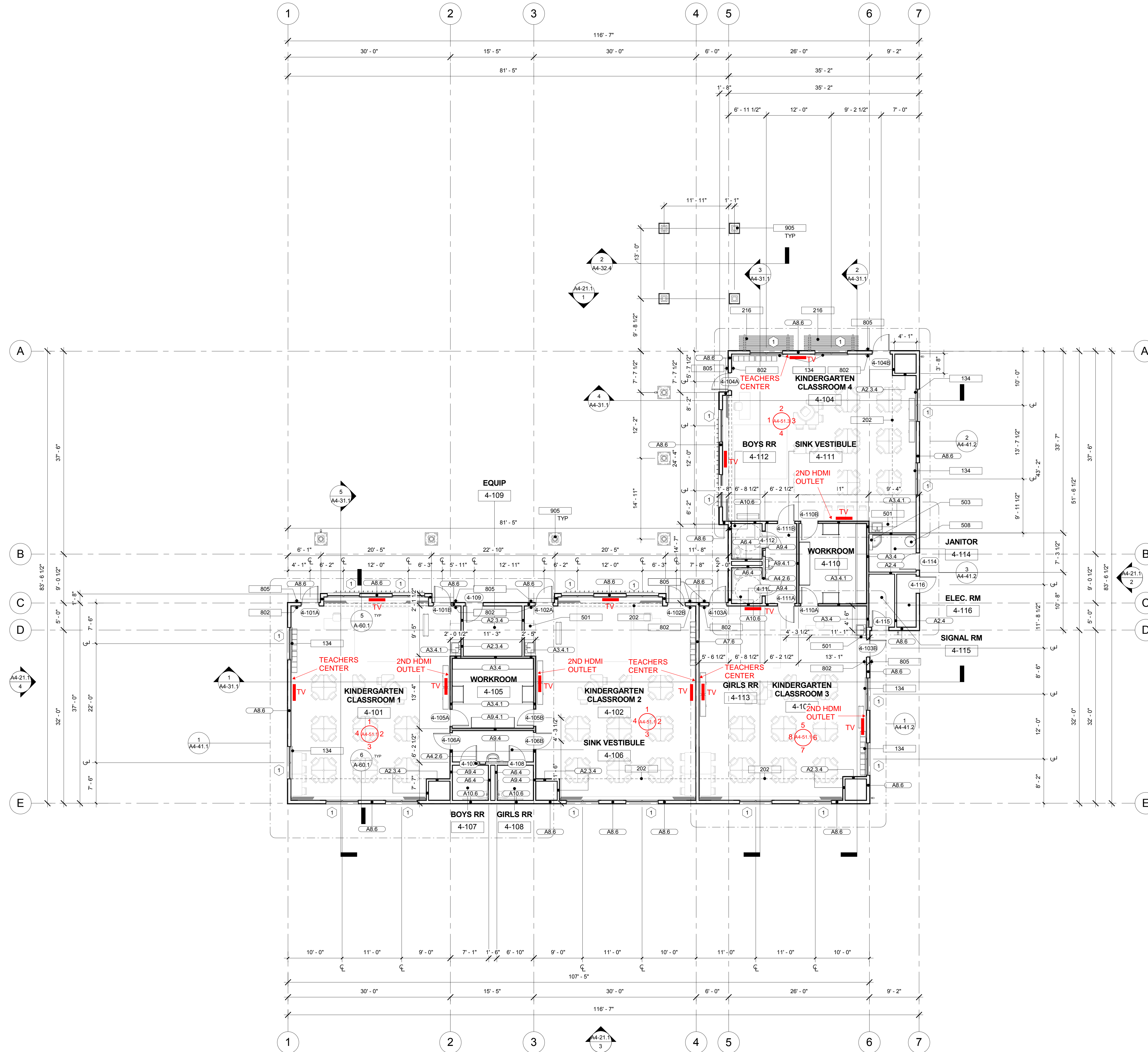
See attached sketch for the TV locations in the Kindergarten Building. Mount TVs at 4'-0" AFF. Provide furred walls below TVs per the attached sketch. All AV boxes that were required in the Classroom Building for the TV's will be incorporated into the Kindergarten Building.

Response Provided By:	<u>Tom Bardwell</u>	<u>SVA Architects</u>	<u>3-16-18</u>
	Name	Company	Date

Question Initiated By: Alex Rivera - Bernards

Submitted By: Alex Rivera - Bernards

1620



TV LOCATION

?	DESCRIPTION
134	WINDOW SHADES PER SPECIFICATIONS
202	SOFFIT ABOVE - REFER TO REFLECTED CEILING PLANS
216	SUN SHADE AT KINDERGARTEN BUILDING PER DETAIL 4/A-64.6
302	MECHANICAL EQUIPMENT PER MECHANICAL DRAWINGS
501	PLASTIC LAMINATE CASEWORK W/ 4" BACKSLASH - WITH STAINLESS SINK, REFER INTERIOR ELEVATION FOR TYPE, ANCHORAGE PER DETAIL 3/A-64.3
503	UTILITY SHELF WITH MOP AND BROOM HOLDERS, BOBRICK B-239 X 34
508	WATER HEATER PER PLUMBING DRAWINGS
516	CUSTODIAL SINK PER PLUMBING DRAWINGS
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
905	COLUMN AND BASE PER DETAIL 3 & 4/A-64.4

KEYNOTE LEGEND

(14)	WALL TYPE ANNOTATION, SEE SHEET A-61.1 & A-61.2 FOR DETAILS
(1)	WOOD STUD WALL - PER SHEET A-61.1 & A-61.2
(1)	WOOD STUD WALL - RATED PER SHEET 1, 3, 4 & 9 / A-61.1
(101)	NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A4-52.1
(X)	NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A4-52.2
(F.E.)	PORTABLE FIRE EXTINGUISHER CABINET, SEE DETAIL 1/A-64.4

- FLOOR PLAN NOTES**
- ALL DIMENSIONS ARE TO CENTER LINE OF THE GRID LINES AND OR TO FACE OF STUDS U.N.O. FINISH FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB OR TOP OF INTERIOR PAVING, U.N.O. CEILING HEIGHT DIMENSIONS ARE TO FINISH SURFACES U.N.O. ALL WALLS FULL HEIGHT U.N.O.
 - REFER TO GEN-4 FOR ACCESSIBILITY REQUIREMENTS.
 - REFER TO A-61.4 FOR PENETRATION ASSEMBLIES / DETAILS.
 - WALL TYPES: REFER TO A-61.1 & A-61.2. ALL WALL ASSEMBLIES TO BE FULL HEIGHT U.N.O.
 - REFER TO GEN-3 FOR ACCESSIBILITY AND ROOM SIGNAGE DETAILS
 - REFER TO A-64.3 FOR CABINETRY/CASEWORK
 - ALL OUTSIDE CORNERS SHALL HAVE EASED EDGES, REFER TO SPECIFICATIONS. NO SHARP EDGES ANYWHERE.
 - REFER TO ENLARGED PLANS FOR WALL TYPES AND ADDITIONAL INFORMATION.
 - REFER TO ALL LEVEL PLANS FOR ADDITIONAL DOOR LOCATIONS.

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
 CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CA 93033



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
A# 03-116407
 AC FLS SS
 DATE

REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: 01/08/16
 PROJECT NO: 1340159-Bldg 4
 SCALE: As indicated
 SHEET NUMBER: **A4-11.1**
 SHEET TITLE:

KINDERGARTEN - BLDG. 4 - FLOOR PLAN



CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14th) day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Elm Street Elementary School, located at 450 East Elm Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

#16-199

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

- 2 -

#16-199

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

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibits A and B** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**. The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of **Twenty-One Million Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents (\$21,462,701.00)** and, (2) a Contractor Contingency in the amount of **Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00)**, and, (3) Sublease Payments in the amount of **\$97,112.00** per month for **12** months, for a total lease value of **One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00)** pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibits A and B** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

#16-199

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

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

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

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

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

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

- 6 -

#16-199

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.

- 7 -

#16-199

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of

- 8 -

#16-199

proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

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

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

#16-199

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.

- 11 -

#16-199

- 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.

- 12 -

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.

#16-199

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,

- 16 -

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR

Bernards



THE DISTRICT

Oxnard School District,
a California school district

- 18 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

#16-199

By: Rick Fochtman

Title: Senior Vice President

Date: 01/12/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 1-24-17

- 19 -

OXNARD SCHOOL DISTRICT
Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

1642

#16-199

EXHIBITS A and B

Scope of Work

- 20 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

1643

EXHIBIT A**Scope of Work**

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project will be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

GENERAL PLAN SHEETS**PLAN SHEET DATE**

GEN-1	SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2	GENERAL NOTES	1/8/2016
GEN-3	PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4	COMMON AREA ACCESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5	SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6	ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016

CIVIL PLAN SHEETS

C-01	TITLE SHEET	4/8/2016
C-02	DETAIL SHEET	4/8/2016
C-03	DETAIL SHEET	4/8/2016
C-04	DETAIL SHEET	4/8/2016
C-05	DEMOLITION PLAN	4/8/2016
C-06	PRECISE GRADING	4/8/2016
C-07	PRECISE GRADING	4/8/2016
C-08	UTILITY PLAN	4/8/2016
C-09	STORM DRAIN PLAN	4/8/2016
C-10	STORM DRAIN DETAILS	4/8/2016
C-11	STORM DRAIN DETAILS	4/8/2016
C-12	STORM DRAIN DETAILS	4/8/2016
C-13	STORM DRAIN DETAILS	4/8/2016

ARCHITECTURE PLAN SHEETS

A0-0.1	PROJECT DATA	1/8/2016
A0-1.0	CAMPUS PLAN	1/8/2016
A0-1.1	SITE PLAN	1/8/2016
A0-1.2	FIRE ACCESS PLAN	1/8/2016
A0-1.3	ENLARGED SITE PLANS	1/8/2016
A0-2.1	CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2	MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3	ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4	KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53-1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

ARCHITECTURE PLAN SHEETS, continued

A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016

STRUCTURAL PLAN SHEETS

S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

STRUCTURAL PLAN SHEETS, continued

SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016

PLUMBING PLAN SHEETS

P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014

FIRE SPRINKLER PLAN SHEETS

FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016

EXHIBIT A

Scope of Work

FIRE SPRINKLER PLAN SHEETS, continued

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

MECHANICAL PLAN SHEETS

M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014

EXHIBIT A

Scope of Work

MECHANICAL PLAN SHEETS, continued

M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

ELECTRICAL PLAN SHEETS

E-0.1	GENERAL NOTES AND ABBREVIATIONS	3/6/2015
E-0.2	ELECTRICAL SYMBOL LIST	3/6/2015
E-0.3	FIRE ALARM SYMBOL LIST	3/6/2015
E-0.4	CABLE SCHEDULE	3/6/2015
E-0.5	LIGHT FIXTURE SCHEDULE	3/6/2015
E-0.6	MECHANICAL SCHEDULE	3/6/2015
E-1.1	SITE UTILITY PLAN	3/6/2015
E-1.2	ELECTRICAL SITE PLAN	3/6/2015
E-1.3	SITE LIGHTING PLAN	3/6/2015
E-1.4	SITE LIGHTING CALC. PLAN	3/6/2015
E-1.6	SIGNAL SITE PLAN	3/6/2015
E1-2.1F	CLASSROOM FIRST FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.1L	CLASSROOM FIRST FLOOR LIGHTING PLAN	3/6/2015
E1-2.1LC	CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL	3/6/2015
E1-2.1LCE	CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.1P	CLASSROOM FIRST FLOOR POWER PLAN	3/6/2015
E1-2.1S	CLASSROOM FIRST FLOOR SIGNAL PLAN	3/6/2015
E1-2.2F	CLASSROOM SECOND FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.2L	CLASSROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E2-3.1	MULTI-PURPOSE ROOF POWER PLAN	3/6/2015
E2-4.1	MULTI-PURPOSE ENLARGED PLAN	3/6/2015
E2-5.1	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-5.2	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-6.1	MULTI-PURPOSE F. A. RISER DIAGRAM	3/6/2015
E2-6.2	MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E2-8.1	MULTI-PURPOSE TITLE 24	3/6/2015
E2-8.2	MULTI-PURPOSE TITLE 24	3/6/2015
E3-2.1F	ADMINISTRATION FIRE ALARM PLAN	3/6/2015
E3-2.1L	ADMINISTRATION LIGHTING PLAN	3/6/2015
E3-2.1LC	ADMINISTRATION LIGHTING CALC NORMAL	3/6/2015
E3-2.1LCE	ADMINISTRATION LIGHTING CALC EGRESS	3/6/2015
E3-2.1P	ADMINISTRATION POWER PLAN	3/6/2015
E3-2.1S	ADMINISTRATION SIGNAL PLAN	3/6/2015
E3-2.2P	ADMINISTRATION ROOF POWER PLAN	3/6/2015
E3-3.1	ADMINISTRATION BUILDING ENLARGED PLAN	3/6/2015
E3-5.1	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-5.2	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-6.1	ADMINISTRATION F. A. RISER DIAGRAM	3/6/2015
E3-6.2	ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E3-8.1	ADMINISTRATION TITLE 24	3/6/2015
E3-8.2	ADMINISTRATION TITLE 24	3/6/2015
E4-2.1F	KINDERGARTEN FIRE ALARM PLAN	3/6/2015
E4-2.1L	KINDERGARTEN LIGHTING PLAN	3/6/2015
E4-2.1LC	KINDERGARTEN LIGHTING CALC NORMAL	3/6/2015
E4-2.1LCE	KINDERGARTEN LIGHTING CALC EGRESS	3/6/2015
E4-2.1P	KINDERGARTEN POWER PLAN	3/6/2015
E4-2.1S	KINDERGARTEN SIGNAL PLAN	3/6/2015
E4-3.1	KINDERGARTEN ENLARGED PLAN	3/6/2015
E4-5.1	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-5.2	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-6.1	KINDERGARTEN F. A. RISER DIAGRAM	3/6/2015
E4-6.2	KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E4-8.1	KINDERGARTEN TITLE 24	3/6/2015
E4-8.2	KINDERGARTEN TITLE 24	3/6/2015
E-4.0	SINGLE LINE DIAGRAM	3/6/2015
E-6.0	ELECTRICAL BLOCK DIAGRAMS	3/6/2015
E-7.1	MOUNTING DETAILS	3/6/2015
E-7.2	MOUNTING DETAILS	3/6/2015
E-7.3	MOUNTING DETAILS	3/6/2015
E-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS, continued

E-7.6	MISC. DETAIL	3/6/2015
E-7.7	MISC. DETAIL	3/6/2015
E-7.8	FIRE ALARM DETAILS	3/6/2015
E-7.9	FIRE ALARM DETAILS	3/6/2015
E-7.10	SIGNAL DETAILS	3/6/2015
E-8.1	OUTDOOR LIGHTING TITLE 24	3/6/2015

FOOD SERVICE PLAN SHEETS

FS-001	SYMBOLS, NOTES & INDEX	6/8/2016
FS-101	EQUIPMENT FLOOR PLAN	6/8/2016
FS-201	EQUIPMENT SCHEDULE	6/8/2016
FS-301	PLUMBING PLAN	6/8/2016
FS-401	ELECTRICAL PLAN	6/8/2016
FS-501	REFRIGERATION & CONDUIT PLAN	6/8/2016
FS-502	REFRIGERATION DETAILS	6/8/2016
FS-503	WALK-IN DETAILS	6/8/2016
FS-601	BUILDING WORKS & EXHAUST PLAN	6/8/2016
FS-602	HOOD DETAILS	6/8/2016
FS-603	HOOD DETAILS	6/8/2016
FS-604	VEGETABLE WASHING SYSTEM	6/8/2016
FS-701	EQUIPMENT ELEVATIONS	6/8/2016
FS-801	CONSTRUCTION DETAILS & SECTIONS	6/8/2016

THEATRICAL LIGHTING PLAN SHEETS

TL2.1.1	STAGE LIGHTING PLAN	4/8/2016
TL2.1.2	STAGE LIGHTING RCP	4/8/2016
TL6.0.1	STAGE LIGHTING SECTION	4/8/2016
TL8.1.1	STAGE LIGHTING DETAILS	4/8/2016
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

LANDSCAPE PLAN SHEETS

L101	IRRIGATION PLAN	6/20/2016
L102	IRRIGATION PLAN	6/20/2016
L103	IRRIGATION LEGEND & NOTES	6/20/2016
L201	PLANTING PLAN	6/20/2016
L202	PLANTING PLAN	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016

EXHIBIT A

Scope of Work

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PROJECT SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

00 00 02	TABLE OF CONTENTS	8/1/2016
00 07 00	GENERAL CONDITIONS	8/1/2016
01 11 00	SUMMARY OF WORK	8/1/2016
01 20 00	PRICE AND PAYMENT PROCEDURES	8/1/2016
01 30 00	ADMINISTRATIVE REQUIREMENTS	8/1/2016
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8/1/2016
01 32 00	CONSTRUCTION SCHEDULE - NETWORK ANALYSIS	8/1/2016
01 33 00	SUBMITTAL PROCEDURES	8/1/2016
01 42 30	REFERENCE STANDARDS	8/1/2016
01 45 00	QUALITY CONTROL	8/1/2016
01 45 80	TESTING LABORATORY SERVICES	8/1/2016
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8/1/2016
01 60 00	PRODUCT REQUIREMENTS	8/1/2016
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	8/1/2016
01 63 00	PRODUCT SUBSTITUTION PROCEDURES	8/1/2016
01 73 00	EXECUTION REQUIREMENTS	8/1/2016
01 73 20	CUTTING AND PATCHING	8/1/2016
01 77 00	CLOSEOUT PROCEDURES	8/1/2016

DIVISION 2 - EXISTING CONDITIONS

02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016

DIVISION 3 - CONCRETE

03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN -PLACE CONCRETE	8/1/2016

DIVISION 4 - MASONRY

04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016
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DIVISION 5 - METAL WORK

05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016

DIVISION 6 - WOOD AND PLASTIC

06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

EXHIBIT A**Scope of Work**

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PROJECT SPECIFICATIONS**DIVISION 6 - WOOD AND PLASTIC, continued**

06 50 00	OPEN WEB TRUSS	8/1/2016
06 60 00	RED-I JOIST	8/1/2016
06 70 00	REDLAM LVL	8/1/2016

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 14 00	FLUID-APPLIED WATERPROOFING	8/1/2016
07 16 16	CRYSTALLINE WATERPROOFING	8/1/2016
07 21 00	THERMAL INSULATION	8/1/2016
07 25 00	WEATHER BARRIERS	8/1/2016
07 28 00	BUILDING ENVELOPE UNDERLAYMENT	8/1/2016
07 31 10	ASPHALT SHINGLES	8/1/2016
07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)	8/1/2016
07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	8/1/2016
07 72 00	ROOF ACCESSORIES	8/1/2016
07 81 00	APPLIED FIREPROOFING	8/1/2016
07 84 00	FIRE STOPPING	8/1/2016
07 90 05	JOINT SEALERS	8/1/2016

DIVISION 8 - DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	8/1/2016
08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
08 43 13	ALUMINUM-FRAMED STOREFRONTS	8/1/2016
08 5 113	ALUMINUM WINDOWS	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 1	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 2	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 3	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 4	8/1/2016
08 80 00	GLAZING	8/1/2016

DIVISION 9 - FINISHES

09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/1/2016
09 21 16	GYPSUM BOARD ASSEMBLIES	8/1/2016
09 22 16	NON-STRUCTURAL METAL FRAMING	8/1/2016
09 22 36	METAL LATH	8/1/2016
09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
09 51 00	ACOUSTICAL CEILINGS	8/1/2016
09 65 00	RESILIENT FLOORING	8/1/2016
09 65 66	RESILIENT ATHLETIC FLOORING	8/1/2016

EXHIBIT A

Scope of Work

Prepared by SVA Architects

PROJECT SPECIFICATIONS

DIVISION 9 - FINISHES, continued

09 68 00	CARPET TILE	8/1/2016
09 77 33	FIBER REINFORCED PANELS	8/1/2016
09 84 00	ACOUSTIC ROOM COMPONENTS	8/1/2016
09 84 13	FIXED SOUND-ABSORPTIVE PANELS	8/1/2016
09 90 00	PAINTING AND COATING	8/1/2016
09 93 00	CONCRETE STAINING	8/1/2016

DIVISION 10 - SPECIALTIES

10 11 01	VISUAL DISPLAY BOARDS	8/1/2016
10 14 00	SIGNAGE	8/1/2016
10 21 13	PLASTIC TOILET COMPARTMENTS	8/1/2016
10 22 29	FULL HEIGHT GLAZED PARTITION SYSTEM	8/1/2016
10 28 00	TOILET ACCESSORIES	8/1/2016
10 44 00	FIRE PROTECTION SPECIALTIES	8/1/2016
10 51 00	LOCKERS	8/1/2016
10 71 13	FIXED SUN SCREENS	8/1/2016
10 75 00	FLAGPOLES	8/1/2016

DIVISION 11 - EQUIPMENT

11 40 00	FOOD SERVICE EQUIPMENT	8/1/2016
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DIVISION 12 - FURNISHING

12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016

DIVISION 13 - SPECIAL CONSTRUCTION

13 00 00	NOT USED -	N/A
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DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	8/1/2016
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DIVISION 21 - FIRE SUPPRESSION

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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DIVISION 22 - PLUMBING

22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

EXHIBIT A

Scope of Work

Prepared by SVA Architects

PROJECT SPECIFICATIONS

DIVISION 23 - MECHANICAL

23 05 00	COMMON WORK RESULTS FOR HVAC	8/1/2016
23 05 13	BASIC HVAC MATERIALS AND METHODS	8/1/2016
23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
23 07 00	HVAC INSULATION	8/1/2016
23 08 00	HVAC SYSTEMS COMMISSIONING	8/1/2016
23 08 13	ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING	8/1/2016
23 09 23	ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS	8/1/2016
23 30 00	AIR DISTRIBUTION	8/1/2016
23 33 19	DUCT SILENCERS	8/1/2016
23 38 13	KITCHEN VENTILATION SYSTEM	8/1/2016
23 80 00	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT	8/1/2016

DIVISION 26 - ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8/1/2016
26 05 13	BASIC ELECTRICAL MATERIALS AND METHODS	8/1/2016
26 05 19	LOW VOLTAGE WIRES	8/1/2016
26 05 26	GROUNDING BONDING	8/1/2016
26 05 33	RACEWAYS, BOXES, FITTINGS, AND SUPPORTS	8/1/2016
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
26 09 23	LIGHTING CONTROL SYSTEMS	8/1/2016
26 10 00	SERVICE ENTRANCE	8/1/2016
26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
26 24 13	SWITCHBOARDS	8/1/2016
26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
26 50 00	LIGHTING	8/1/2016
26 52 00	EMERGENCY POWER	8/1/2016
26 55 61	THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT	8/1/2016

DIVISION 27 - COMMUNICATIONS

27 05 36	CABLE TRAYS FOR COMMUNICATIONS	8/1/2016
27 51 16	PUBLIC ADDRESS/CLOCK SYSTEM	8/1/2016
27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 16 00	INTRUSION ALARM SYSTEM	8/1/2016
28 23 00	VIDEO SURVEILLANCE (CCTV) SYSTEM	8/1/2016
28 31 00	FIRE DETECTION ALARM	8/1/2016

EXHIBIT A

Scope of Work

Prepared by SVA Architects

PROJECT SPECIFICATIONS

DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	8/1/2016
32 12 16	ASPHALT PAVING	8/1/2016
32 13 13	CONCRETE PAVING	8/1/2016
32 16 13	CURBS AND GUTTERS	8/1/2016
32 17 13	PARKING CURBS	8/1/2016
32 17 23	PAVEMENT MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

APPENDICES

ACM SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Enviromental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL REPORT	Earth Systems Southern California	3/4/2014
MEPF CONTRACTOR QUALIFICATION PROCESS	Oxnard School District	
SWPPP REPORT	Rick Engineering Company	10/25/2016
SWPPP Plan	Rick Engineering Company	11/17/2016
Pre Bid RFI's - #1 - 52	SVA Architects, Inc.	11/15/2016



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OXNARD SCHOOL DISTRICT



ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

To: Marlene Hickle
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue #106
Oxnard, CA 93035

BID SUMMARY



BID SUMMARY

Elm Street Elementary School Reconstruction
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Building Summary

Elm Street Elementary School Reconstruction

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

Subtotal				\$ 18,681,807
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General Conditions				1,755,609
General Requirements				365,885
Contractors Bond		0.64%		148,101
CCIP		1.25%		287,739
Builders Risk		1.15%		268,303
Subcontractor Default Insurance		1.20%		224,182
General Contractor's Fee		4.00%		896,419

SUBTOTAL				\$ 22,628,045
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Contractors Contingency		3.00%		678,841
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TOTAL				\$ 23,306,886
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Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43



SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description		Recommended Subcontractor	Bids Received	Amount
01000	ALLOWANCES			\$ 960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$ 67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$ 58,648
03200	REINFORCING STEEL	Stantru	3	\$ 182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$ 1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$ 43,195
04200	MASONRY	Skidmore Masonry	2	\$ 79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$ 501,400
05700	ORNAMENTAL METALS			w/ Structural Steel
06100	ROUGH CARPENTRY	WS Klem	2	\$ 2,984,977
06200	MILLWORK / CABINETRY / COUNTERTOPS	ICI Millwork	4	\$ 65,042
07140	WATERPROOFING	Systems WP	4	\$ 95,436
07200	INSULATION	DJ Insulation	3	\$ 80,000
07540	ROOFING	Eberhard	4	\$ 344,200
07600	SHEET METAL	R&J SM	2	\$ 220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$ 236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$ 317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$ 1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$ 118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$ 190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$ 114,964
09900	PAINTING	Vanguard	8	\$ 329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$ 335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$ 525,000
10140	SIGNAGE	Kendall Sign	6	\$ 60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$ 48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$ 349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$ 24,950
14200	ELEVATORS	Otis	1	\$ 143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$ 283,790
22000	PLUMBING	Precision Plumbing	5	\$ 728,974
23000	HVAC	Sheldon Mech.	5	\$ 1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$ 2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$ 936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$ 239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$ 671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$ 270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$ 363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$ 519,039

SCHEDULE OF VALUES
Elm Street Elementary School Reconstruction
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback
 December 9, 2016

Description	Recommended Subcontractor	Bids Received	Amount
Subcontracted Direct Costs			
		140	\$ 18,681,807
General Conditions			\$ 1,755,609
General Requirements			\$ 365,885
General Contractor Bond		0.64%	\$ 148,101
CCIP		1.25%	\$ 287,739
Builders Risk		1.15%	\$ 268,303
Subcontractor Default Insurance		1.20%	\$ 224,182
General Contractor's Fee		4.00%	\$ 896,419
Contractor Contingency		3.00%	\$ 678,841
Total Contract Amount			\$ 23,306,886

ALLOWANCES

ALLOWANCES

QUALIFICATIONS

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
Base Bid	42,000	39,504	65,100	44,975	76,000	Incomplete
Spec #: 017300	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Set-up	Included	Included	Included	Included	Included	
Travel Costs	5,000	5,000	5,000	5,000	5,000	
Horizontal Control	Included	Included	Included	Included	Included	
Survey Boundary Map	5,800	5,920	5,800	5,800	5,800	
Excavation	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
Buildings	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
Site	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
Recommendation:	Amount					
Hunsaker & Assoc.	58,648					

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	10 Days	30 Days	30 Days	30 Days	60 Days	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Abatement						
Potential Inaccessible Asbestos Materials	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Asbestos as Surveyed	N/A	N/A	N/A	N/A	N/A	N/A
Abatement for Grading	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Demo - Standard Industries	297,500	331,603	322,000	331,603	331,603	331,603
Phase 1	Included	Included	Included	Included	Included	Included
Offsite per Page 4 of 4	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) PCC Curb and Gutter	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) Sidewalks	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) 2' AC Paving in Street Along Elm, Montrose and Fir - 9/C02	Included	Included	Included	Included	Included	Included
Sawcut AC in Street for New Utilities - C08	4,608	4,608	4,608	4,608	4,608	4,608
Sawcut and Remove (E) Curb Ramps for New ADA Ramps with Truncated Domes	Included	Included	Included	Included	Included	Included
Onsite Clearing / Demolition - C05	Included	Included	Included	Included	Included	Included
Underground Utility Location	2,400	2,400	2,400	2,400	2,400	2,400
Remove Existing Trees	Included	Included	Included	Included	Included	Included
Sawcut & Remove AC Paving Parking Lot	Included	Included	Included	Included	Included	Included
Remove Fencing and Gates	Included	Included	Included	Included	Included	Included
Remove (E) Utilities, SD & Irrigation	Included	Included	Included	Included	Included	Included
(E) Drywell per RFI 35	Included	Included	Included	Included	Included	Included
Remove Trash Enclosure	Included	Included	Included	Included	Included	Included
Phase 2	Included	Included	Included	Included	Included	Included
Remove All Existing Facilities - Portables & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Date Printed	12/6/2016
					Sharma Gen. Eng.	Toro Ent.
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Grading	579,100	536,995	533,500	720,118	748,340	589,068
Water Meter and Construction Watering for Own Scope	21,000	21,000	21,000	21,000	21,000	21,000
Move-Ins	Included	Included	Included	Included	Included	Included
April '17 Movie-In for MPR Bldg Due to Portables	Included	Included	Included	Included	Included	Included
Mass Excavation and Fine Grade Subgrade	Included	Included	Included	Included	Included	Included
Temp Soil Stabilization	7,500	7,500	7,500	7,500	7,500	7,500
Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39	Included	Included	Included	Included	Included	Included
Extend 5' from Perimeter Edges - RFI 7	Included	Included	Included	Included	Included	Included
Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7	Included	Included	Included	Included	Included	Included
1' Crushed Rock	Included	Included	Included	Included	Included	Included
Over-Ex at Elevator Pit, 1.5' Below Bottom and 3' Lateral per RFI 40	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Site Conditions	Included	Included	Included	Included	Included	Included
Sub-Grade Compaction of 95%	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Play Field (Phase 2)	Included	Included	Included	Included	Included	Included
Import per Geotech +/- 8,000 CY	Included	Included	Included	Included	Included	Included
Export Spoils Stockpiled by Others	\$19 / CY	\$20.30 / CY	\$29 / CY	\$25.57 / CY	\$26.10 / CY	\$28.80 / CY
Concrete Spoils	18,810	20,097	28,710	25,314	25,839	28,512
Site Utilities	9,500	10,150	14,500	12,785	13,050	14,400
Plumbing, Electrical	1,900	2,030	2,900	2,557	2,610	2,880
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
TOTALS	942,318	936,383	937,118	1,127,885	1,156,950	1,001,971
Recommendation:	Amount					
Damar Const.	936,383					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
Base Bid	384,000	221,230	205,557		
Spec #: 321126, 321216, 321723	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days					
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
AC Paving	Included	Included	Included		
Phase 1	Included	Included	Included		
Road Work at Elm, Montrose & Fir	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 8" Sub Base	Included	Included	10,981		
4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
Phase 1A	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
Phase 2	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
Striping	ABC Resources	Included	ABC Resources		
Parking Lot - 4/C02	14,368	9,800	14,368		
Concrete Wheel Stops - 7/Gen2	Included	Included	Included		
Stripe Crosshatch Areas	Included	Included	Included		
Standard Parking Spaces	Included	Included	Included		
Fire Lane Curbs Red - F12/A01.2	Included	Included	Included		
Handicap Parking Spaces	Included	Included	Included		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		



Bid Evaluation Report

Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.		Date Printed	12/6/2016
Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included			
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
TOTALS	401,532	239,302	260,553	0	0	0
Recommendation:	Amount					
Onyx Paving	239,302					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
Base Bid	See Below	625,000	479,000	Incomplete		
Spec #: 321213, 321613, 321713	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
On Site	Included	Included	Included			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg with Truncated Domes- 6/C02	2,040	Included	Included			
Curb & Gutters	21,890	Included	Included			
Parking Lot per C06	Included	Included	Included			
6" Curb and Gutter - 111/C03	Included	Included	Included			
6" PCC Curb - 111/C03	Included	Included	Included			
0" Curb - 12/C02	Included	Included	Included			
Curb Ends - 7/C02	Included	Included	Included			
Concrete Mow Curbs at Site Fencing and Site Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301	2,256	2,256	2,256			
Concrete Stairs at Stair 3 Per 1/A1-45.3	17,680	18,000	Included			
Fire Hydrant Bollards/Footings - 301/C04 (12)	Included	Included	Included			
3' Deep Footings	3,600	3,600	3,600			
Footings for Site Fencing and Gates - 3&4/A63.5	Included	Included	Included			
Kindergarten Bldg per RFI 41	Included	Included	Included			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
					Throughout Site per A0-1.1	Included
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250		Included			
Marquee Sign Footing & Cap per 18/S303	4,320	Included	Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 9&10/S303 - (3'-6" x 1'-4")	17,380	Included	17,380			
9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
Base for all Paving	41,045	Included	Included			
Reinforcing Steel for All Work	37,762	Included	39,300			
Control and Expansion Joints / Sealants	20,070	20,070	20,070			
Washout Bins	2,500	2,500	2,500			
Off Site	Included	Included	Included			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and Ramp per 10/Gen 5 & C06 (2)	Included	Included	Included			
Join and Match (E) Curb, Gutter, Sidewalk	10,724	Included	Included			
Driveway Entrances per 115/C03 (3)	6,732	Included	Included			
4' Ribbon Gutter in Street Drop Off - 117/C03	10,800	Included	Included			
8" PCC Turnouts per Pg 4of4 & 200/Pg 2	39,101	Included	38,000			
Site Pavers (MFR TBD)	45,177	45,177	45,177			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
TOTALS	671,962	775,311	711,847	0	0	
Recommendation:	Amount					
Lopez Eng.	671,962					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Pilgrim Fence					
Base Bid	270,872					
Spec #: N/A	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Chain Link Fencing	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
Steel Fence and Gates - (A0-1.1, No Spec)	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
Fencing Throughout Site per 9/A63.5	Included					
Single Gates Throughout Site - 1/A63.5 (1)	Included					
Double Gates Throughout Site - 8/A63.5 (9)	Included					
Panic Hardware at All Gates	Included					
TOTALS	270,872	0	0	0	0	0
Recommendation:	Amount					
Pilgrim Fence	270,872					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Planting	146,171	117,918	113,905	186,000	105,213	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root Barriers	Included	Included	Included	Included	Included	
Backfill Mix for Use of Planting	Included	Included	Included	Included	Included	
Planting Details per L302	Included	Included	Included	Included	Included	
Irrigation	169,413	149,757	143,545	178,000	189,247	
Irrigation Legend per L103	Included	Included	Included	Included	Included	
All Piping - Sch 40 PVC or Class 315 / Class 200 PVC	Included	Included	Included	Included	Included	
Irrigation POC on Fir Ave per L102 - RFI 12	Included	Included	Included	Included	Included	
Auto Controllers, Backflow Device, Master Valve and Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Dripline Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
Misc						
Gravel Floor Covering at Elec Enclosure - 1/A0-1.3	3,426	3,426	3,426	3,426	3,426	
Gravel Pads at Curb Cuts in Parking Lot - 14/C02	2,939	3,000	3,000	3,000	3,000	
2x2 Gravel 1-1.5" Dia x 4" Deep (4)	In Above	In Above	In Above	In Above	In Above	
DG - 2.5 Tons	Included	5,471	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & Geotextile Fabric	Included	In Above	In Above	In Above	In Above	
90 Day Maintenance	17,790	18,000	15,600	16,000	15,900	
(1) Year Warranty	Included	Included	Included	Included	Included	
Spoils Removal	2,275	3,000	3,000	3,000	3,000	
Move-Ins (2)	Included	Included	10,000	Included	Included	
TOTALS	428,292	363,185	369,596	466,546	396,906	0
Recommendation:	Amount					
Advanced Land. 2000	363,185					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.	Date Printed	12/6/2016
					Base Bid	154,165
Spec #: 032000	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Rebar	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab on Grade	Included	Included	Included			
Site Concrete Reinforcing	In Site Conc	In Site Conc	In Site Conc			
Site CMU Wall Reinforcing	In CMU	In CMU	In CMU			
Hoisting as Required	7,500	7,500	7,500			
Allowance - 5 Tons/2% per 7/S303	12,000	11,347	14,900			
Misc Site Work	11,750	11,750	11,750			
Conc Pads for HVAC Equip - 16/S301	In Above	In Above	In Above			
Conc Pad for Elec Equip at Elec Yard - 16/S301	In Above	In Above	In Above			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
TOTALS	185,415	232,139	182,550	0	0	
Recommendation:	Amount					
Stantru	182,550					

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Description	Subcontractors				
	Santa Clarita Concrete	JT Wimsatt			
Base Bid	988,000	955,000			
Spec #: 031000, 033000-AD1	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mil. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			
Column Footings (F-2 & F-3) - 10/S302	Included	Included			
5" SOG - 3&4/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Elevator Pit per S-111	Included	Included			
1-6" W x 1'-6" D Continuous Footing Between Ext. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	Included	18,000			
Balco Stair Strips AB-2 per 6/A1-45.3	3,250	3,250			
Bldg 2-4	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt			Date Printed	12/6/2016
5" SOG - 384/S301	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included				
4" Conc Curb at Locker Alcove at MPR Bldg per 6/A64.4	450	450				
Dewatering as Required	See Allowances	See Allowances				
Setting Anchor Bolt Templates	Included	Included				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Wash Out Bins	Included	Included				
TOTALS	1,051,700	1,032,700	0	0	0	0
Recommendation:	Amount					
JT Wimsatt	1,032,700					

Bid Evaluation Report



Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Loyd Tonsing Masonry	Skidmore Masonry				
Base Bid	35,910	39,697				
Spec #: 042000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	45 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Site Masonry						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A01.3 & 9&10/S303	Included	Included				
Grouting as Required	Included	Included				
Furnish & Install Rebar for All CMU Site Walls	3,500	Included				
Scaffolding as Required	Included	Included				
Washout Bins	850	Included				
Mock-Up	2,500	2,500				
Precast Column Covers - 4/A64.4	36,847	36,847				
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
TOTALS	79,607	79,044	0	0	0	0
Recommendation:	Amount					
Skidmore Masonry	79,044					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Ironman, Inc	Golden State Steel		Date Printed	12/6/2016
Base Bid	481,000	475,480			
Spec #: 051200, 055000, 055100, 055213	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	14 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Steel	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 5x5 & 6x6	Included	Included			
HSS Beams at Elevator - 4/S501	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included			
Pipe Columns at Roof Hip Beams - 19/S602	Included	Included			
"W" Steel Beams at Elevator - S113 & 2/S501	Included	Included			
Bldg 2 - MPR	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 3 - Admin	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (4)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 4 - Kindergarten	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (10)	Included	Included			
Pipe Column at Roof Hip Beams - 19/S602 (1)	Included	Included			
Safety Cable Railing as Required	6,500	6,500			
FOB Anchor Bolts/ Templates for Own Work	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included			
Hoisting for All Work	Included	Included			
Steel Stairs	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included				
Stair 1 - A1-45.4	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Steel Stairs (Pan Filled Concrete)	Included	Included				
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included				
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500				
Stair Railings and Guardrails	Included	Included				
Railings & Guardrails	Included	Included				
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included				
Stair Railings and Guardrails	Included	Included				
1-1/2" Handrail Both Sides - A63.2	Included	Included				
Guardrail at Midlandings - A63.2	Included	Included				
Guardrail at Top of Stairs - A63.2	Included	Included				
Stair 1 - A1-45.1	Included	Included				
Stair 2 - A1-45.2	Included	Included				
Stair 3 - A1-45.3	Included	Included				
Guardrails at 2nd Floor Walkways - A1-11.2	Included	Included				
Elevations - 12/A63.2	Included	Included				
Bldg 2 - MPR	Included	Included				
Roof Guardrail -16/A63.1	Included	Included				
1" & 1-1/2" Dia Galv. Tube Steel	Included	Included				
Site	Included	Included				
Steel Bollards at Fire Hydrants - 301/C04	4,800	4,800				
Metal Gates are Site Elec Yard - 4/A0-1.3	Included	Included				
6'-8"Wx8'H Gate (1)	Included	Included				
10'Wx8'H Gate (1)	Included	Included				
HSS Posts, 22 GA Corrugated Panels, Hinges, Cane Bolts and Embed Plates	Included	Included				
Misc. Metal	Included	Included				
L2x2 Bracket for Countertops in Bldg 3 Admin	Included	Included				
Rms 3-121 & 3-122 - 8/A64.3	Included	Included				
Ridge Connection Plates per 12/S612	Included	4,200				
Drinking Fountain Cane Rails per 11/Gen-5 (2)	900	Included				
Drinking Fountain Cane Rails per 6/Gen-4 (1)	450	Included				
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	4,500	4,500				
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included				

Bid Evaluation Report



Structural Steel		Elm Street Elementary School Reconstruction			Job Number	Elm
		Subcontractors			Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Elevator Sill Angle & Threshold	Included	1,200				
Roof Access Ladders - 2/A64.4	Included	Included				
Bldg 1 - Classroom (1)	Included	Included				
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
Fixed Sun Screens	Included	Included				
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included				
Bldg 1 - Classroom (8)	Included	Included				
Bldg 2 - MPR (6)	Included	Included				
Bldg 3 - Admin (2)	Included	Included				
Bldg 4 - Kindergarten (2)	Included	Included				
TOTALS	501,400	504,880	0	0	0	0
Recommendation:	Amount					
Ironman, Inc	501,400					

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Base Bid	2,903,000	2,895,000	Incomplete		
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included			
Spec #: 067000, 097733, 107113.43	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Rough Framing	Included	Included			
Wall Schedule per A61.1	Included	Included			
Plywood Sheathing as Shown on Wall Types	Included	Included			
MFR - Standard Structures	Included	Included			
GIU-Laminated Beams & Struc Eng. Beams	Included	Included			
MFR - RedBuilt Drawings 1-5	Included	Included			
Open Web Trusses, I-Joists, LVL	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	61,173	62,000			
Hold Down Schedule (A-H4)	Included	Included			
Shear Wall Panels per 2/S621	Included	Included			
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included			
Plywood Backboards - Electrical / Low Voltage	1,250	1,250			
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included			
Safety Railing as Required at Bldg 1 2nd Floor	3,200	3,200			
Bldg 1 - Classroom	Included	Included			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - S701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tetcum Panel Ceiling at Presentation/Serving Area Rm 105	In ACT	In ACT			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Admin	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Kiem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included			
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included			
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650			
Fixed Sun Screens	Included	Included			
Fire Treated Lumber	Included	Included			
Window Shades per 20/S602 & A64.5 & A64.6	Included	Included			
4x4 & 4x6 Beams	Included	Included			
3x3 @ 8" OC	Included	Included			
4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kicker	Included	Included			
4x6 & 4x10 Blocking per 3/S601	Included	Included			
Entrance Canopies per 17/S602 & A64.5 & A64.6	Included	Included			
4x10 & 6x10 Beams	Included	Included			
3x3 @ 8" OC	Included	Included			
Simpson Hardware	Included	Included			
4x Blocking	Included	Included			
Bldg 1 - Classroom	Included	Included			
Window Shades (8)	Included	Included			
Bldg 2 - MPR	Included	Included			
Window Shades (6)	Included	Included			
Entrance Canopies (1)	Included	Included			
Bldg 3 - Admin	Included	Included			
Window Shades (2)	Included	Included			
Entrance Canopies (2)	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Window Shades (2)	Included	Included			
FRP Panels - Miller Paneling	10,400	10,400			
MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo	Included	Included			
Janitors Closets (Not Shown)	Included	Included			
Bldg 1 - Janitors Closets - 104, 112, 204	Included	Included			
Bldg 4 - Janitors Closet - 114	Included	Included			
TOTALS	2,984,977	2,997,004	0	0	0
Recommendation:	Amount				
WS Kiem	2,984,977				

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stolo Cab.	Fremont Millwork	Dennis Reeves	ICI Millwork		
Base Bid	67,190	68,530	62,974	62,042		
Spec #: 062000, 064100, 123600	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	45 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Millwork						
Lower Cabinets with Hardware	Included	Included	Included	Included		
Plastic Laminate Finish	Included	Included	Included	Included		
Plastic Laminate Countertops	Included	Included	Included	Included		
Details per A64.3	Included	Included	Included	Included		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 101,2,6,7,8,9,18,19,20,21	Included	Included	Included	Included		
Rms - 201,2,6,7,8,9,11,13,14,15,16	Included	Included	Included	Included		
Bldg 3 - Admin per A3-11.1	Included	Included	Included	Included		
Countertops per 8/A64.3	Included	Included	Included	Included		
Rms - 3-121 & 3-122	Included	Included	Included	Included		
Rm - 3-125 - 1/A3-41.1	Included	Included	Included	Included		
Rm - 3-108 - 1/A3-41.2	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rm - 3-113 - 2/A3-51.1	Included	Included	Included	Included		
Rm - 3-111 - 1/A3-51.1	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-51.1	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1	Included	Included	Included	Included		
Install Countertop Supports	3,000	3,000	3,000	3,000		
TOTALS	70,190	71,530	65,974	65,042	0	0
Recommendation:	Amount					
ICI Millwork	65,042					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Base Bid	33,200	43,500	63,115	45,630		
Spec #: 071400, 071616, 079005	Included	Included	Included	Included		
Spec #: 099723	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Waterproofing	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 1 Classroom - 3/A63.4	Included	Included	Included	Included		
Under Topping Slabs at Exterior Decks	Included	Included	Included	Included		
Crystalline	Included	Included	Included	Included		
MFR - Euclid, Gemite, Koster or Vandez	Included	Included	Included	Included		
Inside of Elevator Pit	Included	Included	Included	Included		
Misc	Included	Included	Included	Included		
2" Thick WP at Flag Pole per 8/A64.4	2,000	2,000	2,000	2,000		
Caulking & Sealants	Included	Included	Included	Included		
Per Schedule in Specs 3.3	Included	Included	Included	Included		
Windows, Doors, Walls, As Shown	34,642	34,642	34,642	34,642		
Sealed Concrete per RFI 10	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 1- Classroom	In Above	In Above	In Above	In Above		
Rms - 104, 110A, 112, 116, 122, 204, 212, 217	In Above	In Above	In Above	In Above		
Bldg 2 - MPR	In Above	In Above	In Above	In Above		
Rms - 109 & 110	In Above	In Above	In Above	In Above		
Bldg 3 - Admin	In Above	In Above	In Above	In Above		
Rms - 116, 119, 123	In Above	In Above	In Above	In Above		

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
Bldg 4 - Kindergarten	In Above	In Above	In Above	In Above		
Rms - 114, 115, 116	In Above	In Above	In Above	In Above		
TOTALS	95,436	105,736	125,351	107,866	0	0
Recommendation:	Amount					
Systems WP	95,436					

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products		Date Printed	12/6/2016
Base Bid	151,100	147,000			
Spec #: 076200, 077123, 077200	Included	Included			
Spec #: 034900	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Sheet Metal	Included	Included			
All General Sheet Metal: Roof, Decking, Walls	Included	Included			
Flashings	Included	Included			
Trim	Included	Included			
Flexible Flashing and Underlayment	Included	Included			
Flashing at Mechanical Pads	Included	Included			
SS Sill Pan at Ext. Storefront Base - 19/A62.3	Included	Included			
Bldg 1 - Classroom	Included	Included			
Balcony Flashing at 2nd Floor - 3/A63.4	Included	Included			
Bldg 2 - MPR	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
Bldg 3 - Admin	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
GSM Flashing at Wall Popout - 13/A64.2	Included	Included			
Door & Window Sill/Head Flashings	42,582	50,000			
Gutters & Downspouts - 12&13/A64.4 - RFI 26	Included	Included			
Galvanized, Rectangular Shaped - Painted	Included	Included			
Bldg 1 - Classroom	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Splash Blocks at Downspouts per Elevations	Included	Included			
Roof Hatch - 9/A63.1	Included	Included			
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included			
Prefab Curb by MFR	Included	Included			
Bldg 1 - Classroom - (1)	Included	Included			



Bid Evaluation Report

Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	R&J SM	Merit Metal Products			Date Printed	12/6/2016
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
GFRC Panels - RFI 50						
Bldg 2 - MPR - A2-11.2	12,697	12,697				
GFRC Panels at Parapet Overhang - 11/A64.2	In Above	In Above				
Bldg 3 - Admin	14,127	14,127				
GFRC Panels at Parapet Top - 11/A64.2	In Above	In Above				
TOTALS	220,506	223,824	0	0	0	0
Recommendation:	Amount					
R&J SM	220,506					

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Date Printed	12/6/2016
					Ferguson & Melvin	
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	90 Days	30 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Asphalt Shingles	Included	Included	Included	Included		
MFR - GAF, Owens-Corning, CertainTeed	Included	Included	Included	Included		
Underlayment per 072800	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.3	Included	Included	Included	Included		
Bldg 4 - Kindergarten - A4-11.2	Included	Included	Included	Included		
TPO Roofing	Included	Included	Included	Included		
MFR - Firestone or Equal per RFI 1	Included	Included	Included	Included		
Single Ply Roofing System	Included	Included	Included	Included		
Fully Adhered	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included		
R30 Rigid Insulation - RFI 22	Included	Included	Included	Included		
5/8" Coverboard at Roof per RFI 21	Included	Included	Included	Included		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included		
Parapet Walls	Included	Included	Included	Included		
Bldg 2 - MPR - A2-11.2	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.2	Included	Included	Included	Included		
TOTALS	344,200	422,350	472,000	352,124	0	0
Recommendation:	Amount					
Eberhard	344,200					

Bid Evaluation Report



Doors, Frames & Hardware	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Design Hardware	Star Hardware	Construction Hardware	Date Printed	12/6/2016
Base Bid	277,648	225,035	222,820		
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
Hollow Metal Doors and Frames	Included	Included	Included		
MFR per Specs	Included	Included	Included		
Frame Details - A62.1	Included	Included	Included		
Site					
Site 3'-4"x8' HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250		
Bldg 1 - Classroom - A1-52.1	Included	Included	Included		
Bldg 2 - MPR - A2-52.1	Included	Included	Included		
Bldg 3 - Admin - A3-52.1	Included	Included	Included		
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included		
Install HM Doors	Included	Included	Included		
Install HM Frames	In Drywall	In Drywall	In Drywall		
Install Wood Doors	Included	Included	Included		
Door Hardware	Included	Included	Included		
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included		
Door Thresholds	Included	Included	Included		
Misc. Door Hardware	Included	Included	Included		
Storefront Doors	13,000	11,550	12,760		
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing		
TOTALS	291,898	237,835	236,830	0	0
Recommendation:	Amount				
Construction Hardware	236,830				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Santa Barbara Glass	Coast to Coast		Date Printed	12/6/2016
	Base Bid	259,650	No Bid		
Spec #: 084313, 085113, 088000, 102229	Included				
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included				
Acknowledgment of Addendum 1	Included				
Bid Good for 60 Days	Included				
Prevailing Wage	Included				
Prequalification per Bid Invite	N/A				
Attachment C Acknowledgement	N/A				
Aluminum-Framed Storefronts	Included				
MFR - Coral, CR Laurence, EFCO or Kawneer	Included				
SS Sill Pan at Ext. Storefront Base - 19/A62.3	In Sheet Metal				
Bldg 2- MPR	Included				
Alum Storefront Entrance Doors 101 per 1/A2-52.2 per RFI 51	Included				
Bldg 3 - Admin	Included				
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included				
Makers Space Room 120 - 3/A3-52.2	Included				
Health Office Room 113 - 2/A3-52.2	Included				
Entrances 101 & 126 - 4/A3-52.2	Included				
Storefront Hardware	33,125				
Aluminum Windows	Included				
BOD - Arcadia or EFCO, Wausau, YKK	Included				
Arcadia Series T200 - Factory Finish	Included				
1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI 23	Included				
Bldg 1 - Classroom - A1-52.2	Included				
Type 1 - 6x6 (46)	Included				
Type 2 - 4x6 (4)	Included				
Type 3 - 6x2 (42)	Included				
Bldg 2 - MPR - A2-52.1	Included				
Type 1 - 8x2 (2)	Included				
Type 2 - 6x2 (4)	Included				
Type 3 - 8x4 (2)	Included				
Type 4 - 10x4 (5)	Included				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
Glazing	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
Full Height Glazed Partition System	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
TOTALS	317,025	0	0	0	0	0
Recommendation:	Amount					
Santa Barbara Glass	317,025					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Date Printed	12/6/2016
					Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaproshield	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
All Required Caulking and Sealants at Penetrations	Included	Included	Included	Included	Included	Included
Scaffolding for Own Work	90 Days	90 Days	Included	Included	Included	Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	Included	Included	Included	Included	Included	Included
Drywall per Wall Schedule - A61.1 & A61.2	Included	Included	Included	Included	Included	Included
Drywall Ceilings per A60.2 & A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 - No Notes for Gyp on Roof Joists	Included	Included	Included	Included	Included	Included
Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-32.1 & A4-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
5/8" Drywall Vertical Surfaces	Included	Included	Included	Included	Included	Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included	Included	Included
Level 1-4 Finish at Locations per Specifications Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls per A61.1	Included	Included	Included	Included	Included	Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included	Included	Included
Installation of HM Door Frames Supplied by Others	25,250	25,250	25,250	25,250	25,250	25,250
Supply and Install of Access Panels 12x12	4,500	4,500	4,500	4,500	4,500	4,500
Installation of FEC Supplied by Others	3,000	3,000	3,000	3,000	3,000	3,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,801	10,802	10,803
TOTALS	2,317,950	1,559,031	1,848,940	1,674,898	1,516,532	1,689,941
Recommendation:	Amount					
Pacific Int. / Perlite Plaster	1,516,532					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stoneware Tile	J. Colavin & Son	Stonerock Tile			
Base Bid	118,809	145,690	171,350			
Spec #: 093000, 090561	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	60 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
MFR - Dal-Tile, Groups 2 & 3	Included	Included	Included			
DalTile Keysontes 2"x2" Mosaic - Floors	Included	Included	Included			
DalTile Ceramic 4-1/4"x4-1/4" - Walls in Checkerboard Pattern - RFI 25	Included	Included	Included			
Tile on Cement Backer Board	In Drywall	In Drywall	In Drywall			
Cold Applied Waterproofing Membrane	Included	Included	Included			
Men's & Women's Restrooms	Included	Included	Included			
Faculty Restrooms	Included	Included	Included			
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included			
Rms - 103, 105, 110, 111, 113, 203, 205	Included	Included	Included			
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included			
Rm - 114	In Above	Included	Included			
Quarry Tile in Rms 106, 107, 108, 111, 112, 113, 114	In Above	Included	Included			
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included			
Rms - 115, 117, 118	Included	Included	Included			
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included			
Rms - 107, 108, 112, 113	Included	Included	Included			
Sink Vestibule 106 & 111	Included	Included	Included			
TOTALS	118,809	145,690	171,350	0	0	0
Recommendation:	Amount					
Stoneware Tile	118,809					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elljay Acoustics	Date Printed	12/6/2016
					Cali-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,900	16,058	17,000	10,000	17,000
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
ACT Details per A64.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
Fixed Sound-Absorptive Panels	Included	Included	Included	Included	Included	Included
ACP-1 MPR/Gym	Included	Included	Included	Included	Included	Included
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included	Included	Included
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 -MPR	Included	Included	Included	Included	Included	Included
2" Tectum Ceiling Panels	Included	Included	Included	Included	Included	Included
Presentation Area - 8/A64.2	Included	Included	Included	Included	Included	Included
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736	2,736	2,736
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included	Included	Included
Acoustic Room Components	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



Acoustical Ceilings		Elm Street Elementary School Reconstruction				Job Number	Elm	
		Subcontractors				Bid Date	12/7/2016	
						Date Printed	12/6/2016	
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljjay Acoustics	Cali-USA Acoustics	Prime Acoustics		
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A		
TOTALS	194,496	232,636	215,362	301,736	190,736	240,736		
Recommendation:	Amount							
Cali-USA Acoustics	190,736							

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo		
Base Bid	200,370	201,500	248,200	366,593		
Spec #: 095100, 098400, 098413	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	60 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included	Included	Included		
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included		
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included		
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,000	17,000	17,000		
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A		
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A		
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A		
ACT Details per A64.1 & 2	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included		
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included		
Fixed Sound-Absorptive Panels	Included	Included	Included	Included		
ACP-1 MPR/Gym	Included	Included	Included	Included		
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included		
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included		
Acoustic Room Components	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo	Date Printed	12/6/2016
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
TOTALS	220,106	221,236	267,936	386,329	0	0
Recommendation:	Amount					
Cali-USA Acoustics	190,736					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Reliable Flooring	
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721	108,814	
Spec #: 096500, 096566, 096800, 090561	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	60 Days	Included	60 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Flooring						
Minor Floor Prep	Included	Included	Included	Included	Included	
Testing for PH and Moisture	Included	Included	Included	6,500	Included	
Remediation if Applicable	\$3.70 / SF	\$5.25 / SF	\$5.00 / SF	\$5.00 / SF	\$5.00 / SF	
Resilient Flooring						
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom						
All Classrooms	Included	Included	Included	Included	Included	
VCT in Elevator Cab per 7/Gen-6	650	650	650	650	650	
Bldg 2 - MPR						
Rms - 102, 103, 104, 115	Included	Included	Included	Included	Included	
Bldg 3 - Admin						
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included	Included	
Bldg 4 - Kindergarten						
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
Carpet Tile						
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 29701 Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin						
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
Resilient Athletic Flooring						
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick	Included	Included	Included	Included	Included	

Bid Evaluation Report



Carpet & Resilient Flooring		Elm Street Elementary School Reconstruction				Job Number	Elm
		Subcontractors				Bid Date	12/7/2016
Description		Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
						Reliable Flooring	
Color A & B - A63.3		Included	Included	Included	Included	Included	
Bldg 2 - MPR		Included	Included	Included	Included	Included	
Rm - 101 & 105		Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3		5,500	5,500	5,500	5,500	5,500	
Volleyball Court		In Above	In Above	In Above	In Above	In Above	
Basketball Court		In Above	In Above	In Above	In Above	In Above	
TOTALS		121,150	197,768	158,895	115,371	114,964	0
Recommendation:		Amount					
Reliable Flooring		114,964					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RF1 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
Intumescent Fireproofing	110,000	93,125	110,000	110,000	110,000	110,000
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	Included	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	Included	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4	In Above	5,000	In Above	In Above	In Above	In Above

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
Base Bid	368,123	343,000	Incomplete		
Spec #: 099000	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalification per Bid Invite	N/A	N/A			
Painting and Coating					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
Bldg 3 Finish Sch - A3-53.1	Included	Included			
Bldg 4 Finish Sch - A4-53.1	Included	Included			
(2) Top Coats and (1) Coat Primer	Included	Included			
Exterior Plaster All Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
Intumescent Fireproofing	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
Bldg 1 - (22)	In Above	In Above			
Bldg 2 - (5)	In Above	In Above			
Bldg 3 - (4)	In Above	In Above			
Bldg 4 - (10)	In Above	In Above			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting		Date Printed	12/6/2016
TOTALS	478,123	453,000	0	0	0	0
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Visual Display Boards						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(4) per Classroom & (3) in RSP Rm = (87) Total	53,650	Included	Included			
Markerboards 4x8 (164)	58,000	Included	Included			
Markerboards 4x5.5 (8)	Included	Included	Included			
Tackboards 4x8 (40)	Included	Included	Included			
Tackboards 4x6 (20)	Included	Included	Included			
Tackboards 4x5.5 (4)	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(3) per Classroom = (12) Total	17,400	Included	Included			
Markerboards 4x8 (12)	Included	Included	Included			
Markerboards 4x6 (4)	Included	Included	Included			
Tackboards 4x8 (10)	Included	Included	Included			
Tackboards 4x6 (6)	Included	Included	Included			
TOTALS	527,857	525,000	527,666	0	0	0
Recommendation:	Amount					
Claridge	525,000					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	CA Signs - San Diego	John Pence Bldg Spec.
Base Bid	21,174	38,617	13,128	62,975	16,205	21,860
Spec #: 101400	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Signage						
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included	Included	Included
Sign Schedule per Gen-3 Sheet & Specs	Included	Included	Included	Included	Included	Included
Room Signs	Included	Included	Included	Included	Included	Included
Exit Signs	Included	Included	Included	Included	Included	Included
Stair Signs at Classroom Bldg	Included	Included	Included	Included	Included	Included
Restroom Signs	Included	Included	Included	Included	Included	Included
Assistive Listening Signage	Included	Included	Included	Included	Included	Included
Occupancy Signs	Included	Included	Included	Included	Included	Included
ADA Signage	Included	Included	Included	Included	Included	Included
Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
Site Signage	Included	Included	Included	Included	Included	Included
Marquee Sign - 15/A64.4	12,330	12,330	12,330	Included	12,330	12,330
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
Electronic Sign	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 17/A64.4	17,627	17,627	17,627	Included	17,627	17,627
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
TOTALS	68,831	79,774	60,785	69,475	63,862	69,517
Recommendation:	Amount					
Kendall Sign	60,785					

Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Inland Empire Arch	SDI	Russco	John Pence Bldg Spec.		
Base Bid	43,157	48,061	51,001	54,200		
Spec #: 102113.19, 102800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments & Accessories						
MFR - Ampco, Metpar, PSI, Scranton or Bradley	Included	Included	Included	Included		
Urinal & Vestibule Screens	Included	Included	Included	Included		
Solid Plastic Compartments	Included	Included	Included	Included		
Accessories, Hand Dryers, Mirrors, Shower Curtain Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/Broom Holder	5,600	Included	5,600	5,600		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included	Included		
Rms - 103, 105, 110, 111, 203, 205	Included	Included	Included	Included		
Rm - 113	Included	Included	Included	Included		
Janitors Closets - 104, 112, 204	Included	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included	Included		
Rm - 114	Included	Included	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included	Included		
Rms - 117, 118	Included	Included	Included	Included		
Rm - 115	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included	Included		
Sink Vestibules 106 & 111	Included	Included	Included	Included		
Janitors Closet - 114	Included	Included	Included	Included		
TOTALS	48,757	48,061	56,601	59,800	0	0
Recommendation:	Amount					
SDI	48,061					



Bid Evaluation Report

Fire Sprinklers	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
				Date Printed		12/6/2016
Description	Subcontractors					
	Apex Fire Protection	Superior Fire				
Base Bid	501,200	268,790				
Spec #: 212000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	Yes	Yes				
Attachment C Acknowledgement	N/A	N/A				
Fire Sprinklers	Included	Included				
MFR - Tyco	Included	Included				
Standard Upright, Pendant, Sidewall Sprinklers	Included	Included				
Bldg 1 - Classroom - FP02 & 3	Included	Included				
Bldg 2 - MPR - FP04	Included	Included				
Bldg 3 - Admin - FP05	Included	Included				
Bldg 4 - Kinder - FP06	Included	Included				
4" Fire Riser at Each Bldg - 1/FP07	Included	Included				
POC 5" Outside of Bldg	Included	Included				
Upright Sprinkler Deflectors as Shown	Included	Included				
Brass or White Finish	Included	Included				
Heads to be Centered in ACT Panels	Included	Included				
Furnish & Install Sleeves	Included	Included				
All Seismic Bracing, Hangers, Embeds as Required	Included	Included				
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included				
All Gauges, Valves, Flow and Tamper Switches	Included	Included				
Sound and Vibration Control	Included	Included				
All Bracing and Hangers - FP07	Included	Included				
Firestopping & Sealants as Required at Penetrations	Included	Included				
BIM Requirements	18,700	15,000				
TOTALS	519,900	283,790	0	0	0	0
Recommendation:	Amount					
Superior Fire	283,790					

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Description	Subcontractors				Bid Date
		Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.	Date Printed
Base Bid	671,450	513,546	456,457	526,000		
Spec #: 331000, 333000, 334000	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	60 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included		
Cutting and Capping of Existing Utilities	2,450	2,450	2,450	2,450		
Layout and Trenching	Included	Included	Included	Included		
Sawcutting for New Utilities	Included	Included	Included	Included		
Traffic Control	3,584	3,584	3,584	3,584		
Traffic Rated Trench Plates	Included	Included	Included	Included		
Temp Asphalt Patching	Included	Included	Included	Included		
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048		
Pressure Test and Flush System	Included	Included	Included	Included		
Sewer						
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included		
Cleanouts (8)	Included	Included	Included	Included		
All Piping and Connections to Main line (2)	Included	Included	Included	Included		
Storm Drain	3,000	3,000	3,000	2,600		
6", 8", 12" & 18" HDPE Storm Drain Pipe	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basins - 10/C02 (3)	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basin at Biofiltration - 11/C02 (3)	Included	Included	Included	Included		
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included		
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included		
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included		



Bid Evaluation Report

Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
Street Work (Sewer and Storm Trench Repairs Only)	See Allowances	See Allowances	See Allowances	See Allowances		
Base Pavement Trenches	See Allowances	See Allowances	See Allowances	See Allowances		
Trench Repair	See Allowances	See Allowances	See Allowances	See Allowances		
Grind Existing	See Allowances	See Allowances	See Allowances	See Allowances		
Overlay with 1-1/2" Asphalt	See Allowances	See Allowances	See Allowances	See Allowances		
Lane Closure/Traffic Control	See Allowances	See Allowances	See Allowances	See Allowances		
Fire Water per C-08 (RFI 4)	Included	Included	Included	Included		
6" & 8" Class 150 C900 PVC Water Line	Included	Included	Included	Included		
Thrust Blocks - 320/C04	Included	Included	Included	Included		
Fire Hydrants per 300/C04 (3)	Included	Included	Included	Included		
8" Double Check Detector Backflow - 311/C04	Included	Included	Included	Included		
Post Indicator Valves (3)	Included	Included	Included	Included		
FDC (3)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Hydrant Bollards/Footings - 301/C04 (12)	3,000	3,000	3,000	2,600		
Fire Sprinkler Connections - 5' Outside Bldg	Included	Included	Included	Included		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	40,000	Included	Included		
Gas	Included	Included	Included	Included		
Gas Lines per Plumbing P005	N/A	N/A	45,000	N/A		
Performance Contingency						
TOTALS	698,032	580,128	519,039	541,895	0	0
Recommendation:	Amount					
J. Vega Eng.	519,039					

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000 Spec #:	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	15 Days	
Prequalification per Bid Invite	Yes	Yes	Yes	Yes	Included	
Attachment C Acknowledgement	Included	Included	Included	Included	Yes	
Plumbing					Included	
Temporary Water Service & Distribution	Included	Included	Included	Included	Included	
All Related Trenching / Backfill	7,500	7,500	7,500	7,500	7,500	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
HW / CW Piping	Included	Included	Included	Included	Included	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Precision Plumbing	
Piping Insulation	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Access Panels - Furnish Only	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
Furnish and install all Metal Sleeves	Included	Included	Included	Included	Included	
Flashings at Roof Penetrations	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
All Related Caulking / Sealants	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Fire Stopping	Included	Included	Included	Included	Included	
Coring, as Required	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
Flush / Chlorinate / Disinfect Domestic Water	Included	Included	Included	Included	Included	
Ansul Gas valve	Included	Included	Included	2,500	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	767,473	902,141	802,500	747,000	728,974	0
Recommendation:	Amount					
Precision Plumbing	728,974					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
HVAC	Included	Included	Included	Included	Included	
Equipment	Included	Included	Included	Included	Included	
VAV - Anemostat	Included	Included	Included	Included	Included	
Fan Coil Units - Trane	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	Included	Included	Included	Included	Included	
VRF Diagrams M010 - M014	Included	Included	Included	Included	Included	
Exhaust Fans - Greenheck	Included	Included	Included	Included	Included	
Makeup Air - Greenheck	Included	Included	Included	Included	Included	
Air Handling Unit - Trane	Included	Included	Included	Included	Included	
Split AC Units - Trane	Included	Included	Included	Included	Included	
Supply Fans - Anemostat	Included	Included	Included	Included	Included	
Sound Traps - IAC Acoustic	Included	Included	Included	Included	Included	
Factory Curbs/ Install	Included	Included	Included	Included	Included	
Buildings	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, TAC, Trane, Carrier	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
6" Conc Pads for Equip - 16/S301	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
3 Makeup Air Units on Roof with Curbs	Included	Included	Included	Included	Included	
Kitchen Exhaust Ducting and Fans - M504 (Hood by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included	
Spring Isolation Hangers	Included	Included	Included	Included	Included	
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included	
Metal Ducts / Duct Work	Included	Included	Included	Included	Included	
Duct Liner	Included	Included	Included	Included	Included	
Supply & Return Air Plenums	Included	Included	Included	Included	Included	
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included	
Wall Louvers	Included	Included	Included	Included	Included	
Duct Insulation	Included	Included	Included	Included	Included	
Fire / Smoke Dampers	Included	Included	Included	Included	Included	
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included	
Mechanical Identification	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
TOTALS	1,273,955	1,406,229	1,399,230	1,226,000	2,119,673	0
Recommendation:	Amount					
Sheldon Mech.	1,226,000					

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description				Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Base Bid	2,440,000	2,385,000	2,440,275		
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265200, 265561	Included	Included	Included		
Spec #: 270536, 275116, 275123.50, 281600, 282300, 283100	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 days	30 Days		
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	Yes	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
Electrical	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included		
Temp Power Boxes and Cords	10,659	10,659	10,659		
Temporary Lighting	5,330	5,330	5,330		
Site	Included	Included	Included		
2" & 4" Conduits for Site Utilities - E1.1	Included	Included	Included		
Conduit Runs as Shown Site Plan - E1.2	Included	Included	Included		
Encase All Underground Conduits in Concrete per Note 6 on E0.1	Included	Included	Included		
Pour Back of Utility Trenches	Included	Included	Included		
Signal, Fire and Power Pull Boxes - 1/E7.7	Included	Included	Included		
Site Lighting Plan - E1.3	Included	Included	Included		
Site Lighting Fixtures, per Schedule	Included	Included	Included		
Site Signal, CCTV, FA Speakers - E1.6	Included	Included	Included		
U/G Power Distribution for Site Power	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included		
U/G Power Distribution for Site Lighting	Included	Included	Included		
Buildings 1-4	Included	Included	Included		
Lighting Fixtures per Schedule on E0.5	Included	Included	Included		
Mechanical Schedule - E0.6	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
				Cable Schedule - E0.4	Included
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included		
Distribution Panelboards	Included	Included	Included		
Panel Boards	Included	Included	Included		
Power Distribution	Included	Included	Included		
Conduits & Raceways	Included	Included	Included		
Terminal Cabinets & Racks	Included	Included	Included		
Cable Trays & Supports	Included	Included	Included		
Wiring / Conductors	Included	Included	Included		
Floor boxes	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included		
Connections to Existing Generator	Included	Included	Included		
Lighting Control Panel / System	Included	Included	Included		
Emergency Lighting / Exit Signs	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included		
Bldg 1 - Classroom	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Connections for all Kitchen Equipment	Included	Included	Included		
Conduit for Theatrical Lighting	Included	Included	Included		
Elec Room 102 - E2-4.1	Included	Included	Included		
Bldg 3 - Admin	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Power for VAV & Rooftop Equipment	Included	Included	Included		
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included		
Bldg 4 - Kindergarten	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included		
Single Line Diagram - E4.0	Included	Included	Included		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included		
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included		
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc		
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included		
MFR - Electronic Theatre Controls (ETC)	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.			
Bldg 2 - MPR (TL2.1.1 & 2)	Included	Included	Included			
Dimmer Racks and Controls	Included	Included	Included			
Stage Lighting Control System	Included	Included	Included			
Lighting Track & Fixtures - 10/TL8.1.1	Included	Included	Included			
Panels & Receptacles	Included	Included	Included			
Miscellaneous	Included	Included	Included			
Plywood Backboards	In Rough Framing	In Rough Framing	In Rough Framing			
Flashings at Penetrations	Included	Included	Included			
Caulking / Sealants	Included	Included	Included			
Sleeves / Fire Caulking / Firestopping - 1/E0.7	Included	Included	Included			
BIM Requirements	15,000	15,000	15,000			
Low Voltage Systems	Included	Included	Included			
Computer Network Cabling	Included	Included	Included			
Communications Cabinets, Racks, Frames and Enclosures - E7.10	Included	Included	Included			
Communications Cabling	Included	Included	Included			
Devices, Equipment, Conduit & Conductors	Included	Included	Included			
Public Address/Clock System	Included	Included	Included			
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included			
Alt by Valcom	Included	Included	Included			
Assistive Listening System	Included	Included	Included			
MFR - Listen Technologies	Included	Included	Included			
FM Transmitters - LT-700 LT-800	Included	Included	Included			
Receiver - LR-100 & LR-400	Included	Included	Included			
(1) 8-Hour Training Session	Included	Included	Included			
Intrusion Alarm System	26,080	Included	26,080			
Contractor to Have C7 and C10 License	In Above	Included	In Above			
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above			
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above			
Video Surveillance (CCTV) System	72,395	Included	72,395			
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above			
MFRs - Per Specs	In Above	Included	In Above			
Fire Detection Alarm	88,292	Included	Included			
Fire Alarm System	In Above	Included	Included			
MFR - Notifier, Simens, Simplex, Johnson or Gamewell-FCI	In Above	Included	Included			
Complete Addressable Fire Alarm System	In Above	Included	Included			

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm	
				Bid Date	12/7/2016	
Subcontractors				Date Printed	12/6/2016	
Description	Venco Elec.	Taft Elec.	Oilfield Elec.			
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included			
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included			
Elevator System - E0.4	In Above	Included	Included			
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included			
Conduit & Back Boxes	In Above	Included	Included			
Submittals / Shop Drawings / As-Built	In Above	Included	Included			
TOTALS	2,657,756	2,415,989	2,569,739	0	0	0
Recommendation:	Amount					
Taft Elec.	2,415,989					

Bid Evaluation Report



Building Specialties		Elm Street Elementary School Reconstruction		Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Div	Description	Amount	Recommended Subcontractor	Bids Received	
104400	Fire Extinguishers & Specialties FEC at Elec Yard - Surface Mount per 16/A64.4 (1) Bldg 1 - FEC 1/A64.4 (22) Bldg 2 - FEC 1/A64.4 (3) Bldg 3 - FEC 1/A64.4 (3) Bldg 4 - FEC 1/A64.4 (2)	6,150	Glendon Co.	5	
105100	Lockers MFR - Art Metal, Penco, Republic Locker Alcove 2-113 2-Tier Lockers per 6&7/A64.4	1,650	John Pence	3	
107500	Flagpoles Flag Pole 35' per 8/A64.4 (1) Set Pole Footing per Site Concrete	4,293	Pole Tech	2	
114800	Physical Education Equipment MFR - Jaypro, Cassidy, Draper Volleyball Sleeves, Standards, Net, Antenna Ref Stand and Pad	5,150	Bernards		
124813	Entrance Floor Mats MFR - AFP, RC Musson, Pawling Rubber Mat 1/4" Thick, 48x72	N/A	N/A		
126823	Folding Cafeteria Tables	OFOI	OFOI		
N/A	Misc Site Furnishings Benches at Site per S32/A0-1.1 (18) Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5 Relocate Existing Playground Equipment and Reinstall at New Areas - S39/A0-1.1 New Conc Footings (TBD) Basketball Pole & Basket - 7/A63.6 (6) Coat Hooks - 14/A64.4 Dull Chrome - Single MFR - McMaster-Carr 1760A2 Wall-Mount Hook, Chrome-Plated Brass, 1-1/4" Wide x 1-1/2" High x 1-5/8" Deep Bldg 1 = 544 Bldg 4 = 60	128,099	Bernards		
N/A	Misc Equipment (TV's) TV's in Classrooms MFR - Sharp 50" & 60" LE65OU Wall Mount - Chief TS318TU Ceiling Mount - Chief MCM1U Bldg 1 - Classroom 60" TV's in Classroom Bldg per 9/A64.4 (62) TV Mounts (62) Bldg 4 - Kindergarten 50" TV's in Classroom Bldg per 11/A64.3 (4) TV Mounts (4)	121,300	Bernards		
N/A	Final Cleanup Exterior Interior	68,534	Bernards		
Total		335,176	Bids Received	10	

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Approval of Contractor Contingency Allocation #010 to the Marshall New Classroom Building Project's Contractor Contingency for an increase of cost for the work associated with the Project (Penanhoat/CFW)

The Oxnard School District ("District") Board of Trustees ("Board") Facilities Implementation Plan first adopted in January 2013, calls for the construction of the new classroom building at Marshall School ("Project"). The Project includes the construction of a new school building at the existing Marshall school site.

During the Regular Meeting of August 23, 2017, the Board of Trustees Approved Item C-12, the Construction Services Agreement between the Oxnard School District and Bernards Bros. Inc. for the Project. During that Meeting, the inclusion of a Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$345,932.00) Contractor Contingency was explained. The Contractor Contingency is for payment of very specific items of Work: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

Contractor Contingency Allocation No. 10 provides for the Board's approval of three (3) items of cost agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency. Contractor Contingency Allocation No. 10 will not increase Contract Time.

FISCAL IMPACT:

Contractor Contingency Allocation No. 10 will be a COST to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of Five Thousand Six Hundred Seventy- Five Dollars and Zero Cents (\$5,675.00) to be paid out of the Master Construct and Implementation Funds.

The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Marshall New Classroom Building Project. The remaining Contractor Contingency Balance after Allocation No. 10 will be Nine Hundred Seventeen Dollars and Zero Cents. (\$917.00).

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 010 to the Construction Services Agreement #17-117 with Bernards Bros Inc., for

additional items of work related to the Marshall New Classroom Building Project.

ADDITIONAL MATERIALS:

- Attached:** [Contractor Contingency Allocation No. 010 - Bernards \(2 Pages\)](#)
- [CAR No. 53R1 - Mod Due to New Door \(57 Pages\)](#)
- [CAR 151R1 - New Base Plates at Columns 119C2 & 121C3 \(9 Pages\)](#)
- [CAR No. 224R1 - New walkway \(3 Pages\)](#)
- [Construction Services Agreement #17-117 \(115 Pages\)](#)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: August 7, 2019

CONTRACTOR CONTINGENCY ALLOCATION NO. 010

PROJECT: MARSHALL NEW CLASSROOM BUILDING
O.S.D. BID No. N/A
O.S.D. Agreement No.17-117

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

ARCHITECT CSDA Design Group
 4061 Glencoe Ave., Suite B
 Marina Del Rey, CA 90292

CONTRACTOR:

Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 1534.01
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116806

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	345,932.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	339,340.00
ADJUSTED CONTINGENCY SUM	\$	6,592.00
NET CHANGE	\$	5,675.00
<hr/>		
Total Contingency Allocations to Date:	\$	345,015.00
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 010.....	\$	917.00

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	CAR No. 53R1- Modification due to New Door		\$2,000.00		
2.	CAR No. 151R1- New Base Plates at Columns 119C2 & 121C3		\$1,898.00		
3.	CAR No. 224R1- New Walkway		\$1,777.00		
	Totals		\$5,675.00		

Total Contractor Contingency Allocation Approval No. 010 \$ 5,675.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



CONTINGENCY ALLOCATION REQUEST

CAR No. 53 R1

Date: 7/1/2019

Project: Marshall Elementary - New 6-8 Classroom Bldg.

DESCRIPTION OF WORK

CCD 24 Modification due to new door

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-2,000
	Subtotal:	-2,000

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
CCD 24 Modifications to shear wall length do to column placement location which impacted ADA access door. Cost to remove columns 127C5, 127C1 and 127C2 to shop for modifications due to new door location. Column 127C5 replace base plate with 1 1/2 x11x11". Columns 127C1 and 127C2 re-weld column to center line of post. The cost for the detailer is at an extra, the contract price does not include the cost for changes and extra work that caused re-work from the detailer.	C. A. Buchen Corp	2,000
	Subtotal:	2,000

Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Jose Arche - CSDA

Printed Name & Title

07/09/2019

Date

Signature

Printed Name & Title

Date



c.a. buchen corp.

9231 Glenoaks Blvd., Sun Valley, CA 91352***Tel. (818) 767-5408***Fax (818) 767-8654

1737

STANDARD PROPOSAL/CONTRACT FORM
CONTRACTORS LIC #209850
DIR #1000004833

Date: August 20, 2018

TO: Bernards Builders Management Services
ADDRESS: 555 First Street, San Fernando, CA. 91340
ATTENTION: Rebecca Miller (805) 394-9471

C.A. BUCHEN CORP hereinafter called the Seller, proposes to furnish the materials and work as listed below, according to the plans and specifications exhibited to us, subject to the latest Code of Standard Practice of the American Institute of Steel Construction; and to all terms and conditions herein, for the sum of:

*****FOUR THOUSAND THREE HUNDRED FIFTY THREE & 00/100 DOLLARS***** (\$4,353.00)
Including all taxes now in effect

SPECIFICATIONS:

Name of Job: Marshall Elementary School Specification Section:
Location: 2900 Thurgood Marshal Dr. Oxnard, CA Addendum Noted: C.O.R #15 Job #A190
Architect: Sheet Numbers:

SCOPE OF WORK:

Per CCD 024: Return 4/25/18 (3) columns (127C5, 127C1 and 127C2) back to shop for modification due to new door location. Column 127C5 replace base plate with 1 1/2 X 11" X 11". Columns 127C1 and 127C2 re-weld column to center line of post. Deliver & re-install column in field 6/18/18 with 40 ton crane. Include welding of plate washers, stud modification and detailing.

*The Subcontract Price is based on the current prices and surcharges for the steel types and shapes necessary for the Project as posted and made publicly available. Notwithstanding anything herein to the contrary, any increases or decreases in the price of the steel ordered by the Subcontractor for the Project, or any additional surcharges imposed on the steel ordered by the Subcontractor of the Project shall result in a corresponding dollar-for-dollar increase (or decrease) in the Subcontract Price.

Field Conditions:

- 1. Contractor to provide free and clear access (graded if necessary) to interior and exterior of building for trucks and erection equipment.
2. All anchor bolts to be checked and cleaned by others and left with leveling nuts set to correct elevations after having been properly set and straightened.
3. Two line safety cable of building perimeter (if included above in scope of work) to be maintained and removed by others.
All safety cable materials to be coiled and stored on ground by others for CABCO pick up.
4. Any protection required at floor or roof penetrations shall be provided by others so as not to delay the continuous erection of structural steel.

EXCLUSION: This proposal does not include the following items, unless specifically noted above:

Table with 3 columns listing exclusions: Items to be excluded (e.g., Bids, permits, concrete, etc.), Field conditions (e.g., Field welding, final painting, etc.), and Other items (e.g., Participating in penalties, pipe sleeves, etc.).

THIS PROPOSAL INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND IS SUBJECT TO YOUR WRITTEN ACCEPTANCE WITHIN THIRTY (30) DAYS FROM DATE. WHEN ACCEPTED BY YOU WITHIN SUCH TIME, THIS PROPOSAL WILL CONSTITUTE A CONTRACT OF SALE BETWEEN YOU AND OURSELVES AS PURCHASER.

Accepted:

Buyer: _____
By: _____
Date: _____

Seller: C.A. Buchen Corp.
By: John A. Oster - President
Date: _____

Article 1: STEEL PRICES The quoted price on the attached proposal is based on current steel warehouse prices in effect at the date of our proposal. These published warehouse prices are subject to change without notice, and are subject to surcharges of various types.

Article 2: DRAWING & SPECIFICATIONS The materials shall be fabricated and, if called for in the scope of work in this contract, erected in accordance with the steel design drawings and specifications listed in this contract (see Specifications) and (b) shop detail drawings prepared by Seller. If such design drawings and specifications are preliminary or incomplete, Buyer shall promptly furnish design drawings and specifications which are complete, final and fully approved by the state, county or city building department having jurisdiction thereof. Any difference between the complete, final and approved drawings and specifications and those listed on the specifications in this contract shall be deemed a change in the work ordered under Article 4 hereof. Details and workmanship of fabrication and erection shall conform to the Specification published in the Manual of the American Institute of Steel Construction, and to the latest code of Standard Practice of the American Institute of Steel Construction. Buyer shall cause shop drawings to be returned to Seller within fourteen (14) calendar days after submittal marked "approved" or "approved as corrected".

Article 3: INSPECTION OR TESTS Upon Buyer's written request, Seller shall furnish copies of the steel mill test reports, provided Buyer's written request is received prior to the date on which Seller has placed its mill order for the required steel or withdrawn steel from its stock. Seller will also arrange for further tests and inspection, in the shop or field or in a laboratory, of any of the material called for hereunder. Unless the furnishing of such tests and inspections are specifically called for in the scope of work in this contract, they shall be furnished at Buyer's expense and only after receipt of Buyer's written order therefore. Buyer may inspect fabricated materials before shipment from Seller's plant, provided that Buyer give Seller adequate notice of intention so to do and also furnish the name of inspector. Inspection of materials and workmanship at the erection site shall be performed in such manner as will not interfere with Seller's performance. Seller shall correct or replace any materials or workmanship condemned by Buyer's inspectors during the progress of the work which do not meet the contract requirements. Defective materials which are replaced shall be removed from the erection site.

Article 4: GUARANTEE At Buyer's written request and at any time within one year from the date of completion of the work covered by this contract, Seller shall replace or correct any fabricated material which contains defects not discoverable by visual inspection during fabrication or erection and any workmanship which is defective or not in conformance with the contract requirements. Seller's liability for any losses and damages sustained by Buyer or by others as a result of any defective materials or workmanship furnished by Seller under this contract shall be limited to the replacement or correction of such defective material and workmanship within the time above stated and Seller shall not be liable for any other direct or consequential loss, damage or liability resulting from defective material and workmanship.

Article 5: CHANGES IN THE WORK Seller shall make changes in the work which Buyer may order in writing provided that such changes do not constitute material alterations. If the parties are unable to agree upon the amount of the increase in price to be charged for additional work or the extent to be allowed for reductions in the work, Seller shall, nevertheless, proceed to make such changes in accordance with Buyer's order, provided that Buyer furnish all necessary information and all work to be done by others has been properly performed; and upon completion of execution of such change order Buyer shall pay to Seller its costs of performing the additional work, computed according to Seller's established accounting practices, as certified by its accountant plus ten per cent therefor for profit, or Buyer shall be credited with the amount of any savings, similarly computed and certified, resulting from any reduction in the work.

Article 6: LIABILITY The Seller will indemnify the Buyer against loss or expense by reason of liability imposed upon the Buyer by law for damages resulting from death of or injury to persons or destruction of property occurring during the performance of Seller's work to the extent that such death, injury or damage shall have been solely due to the negligent act or omission of the Seller, its agents or employees. However this indemnity will not extend to Seller, its agents or employees. However, this indemnity will not extend to any claims, loss, damage, or expense arising out of the negligent or willful misconduct of the owner, owner-builder or contractor or any of their agents, employees, servants, consultants, professional experts or independent contractors.

Article 7: WORKMEN'S COMPENSATION INSURANCE The Seller shall carry Workmen's Compensation insurance for the protection of all labor used in the construction of the said structure, employed by the Seller. The Buyer agrees to provide adequate and safe working conditions for the employees of the Seller in and about the work herein specified.

Article 8: PATENTS Seller shall indemnify and save Buyer harmless from and against liability for patent infringement due to any inventions incorporated in the products fabricated and/or erected hereunder in compliance with designs or specifications furnished by Seller. Buyer shall indemnify Seller and save him harmless from and against liability for patent infringement resulting from Seller's compliance with designs and specifications furnished by Buyer.

Article 9: BUILDER'S RISK Buyer shall assume all risk of loss or damage to all work incorporated in the structure and all material located in and about the erection site due to the occurrence of any insurable builder's risk (including, but not limited to fire, flood, wind, hurricane, earthquake, defective soil or any cause which Seller could not have reasonably foreseen and guarded against). To the extent of Seller's insurable interest, Buyer shall name Seller as co-insured in any policy or policies of builder's risk insurance which Buyer may carry covering such work and material during the period of construction. To the extent any such loss or damage is not compensated by insurance, Buyer shall reimburse Seller for all added costs incurred by him in repairing or replacing material or work which is damaged or destroyed.

Article 10: DELIVERIES, DELAYS AND CANCELLATIONS (a) If all required information, (including complete, final approved, design drawings and specifications) shall be furnished to Seller, and all work to be done by others shall be performed and completed in such time and manner as will not delay or interfere with Seller's work, all work called for hereunder shall be promptly delivered or completed. If Seller is delayed due to causes for which Buyer or those acting for Buyer (such as Buyer's other contractors or their subcontractors) are responsible, the time for delivery or completion of the work called for hereunder shall be extended for such period as may reasonably be necessary to enable Seller to perform a complete job and Buyer shall reimburse Seller for any and all costs and expenses which may incur as a direct result of any such delay.

(b) Any specified delivery or completion dates shall be correspondingly extended if and to the extent Seller is delayed in the performance of the work by floods, fires, earthquakes, epidemics, acts of God, labor disputes or slowdowns, riots, insurrections or war, governmental regulations, delays in receipt, or shortages of material, or by any cause beyond Seller's reasonable control.

(c) If for any reason Buyer is unable to accept scheduled delivery of fabricated materials or to permit delivery of materials at the erection site designated herein, then Buyer shall pay Seller, upon demand, the contract price for such material, less the value computed according to Seller's established accounting practices of any work hereunder remaining to be performed, and also reimburse Seller for all costs and expenses incurred in storing, caring for, handling and disposing of such material.

(d) Unless otherwise expressly provided herein, all work shall be performed during regular working hours of regular working days. If Buyer should require overtime, the added cost thereof shall be reimbursed to Seller, in addition to the contract price. (e) Unless specifically expressed herein, steel is to be shop primed with the Seller's standard primer, and the Seller will not be responsible for the condition of the paint after this work has been delivered to the custody of others.

Article 11: ERECTION CONDITIONS If erection is called for in the specifications listed in this contract, Buyer shall without cost to Seller: (a) Provide adequate foundations of proper height, any required wood blocking and/or wood backing for handholds, place wood-posts, shores and wall-plates to correct elevations and dimensions, set all anchor bolts, leveling plates and leave column base plates, and establish all levels and datum lines. Buyer to promptly report in writing to the Seller any deviations in the work of others which could cause a twist in the Seller's work. (b) Schedule operations so that erection work of Seller may be worked out in proper sequence and with a single erection trip and in one continuous operation, unless more than one trip would necessarily be required. (c) Protect and maintain necessary ingress and egress, and a firm and properly graded site that is free of all obstructions over the entire building area, safe for Seller's employees, and suitable for the safe operation of loaded trucks and crawler and truck cranes (without use of planks or supporting pads, excepting only in those cases where normal erection practice necessitates truck and crane operation over existing concrete, paving or flooring. (d) Remove any overhead obstructions to erection, including wires, before arrival of Seller's equipment at the site. (e) Furnish, place and maintain necessary lights, barricades, flagmen, safety railings, planking, overhead protection, and do and perform all things so required by the ordinances of the state, city or county in which the structure is located, or the rules and regulations of any of the departments of said state, city or county.

Article 12: TERMS OF PAYMENT The terms of payment shall be: (a) Material only: Net 10th for material delivered the previous month. (b) Material not in place: Payments to be made on or before the 10th of each month covering 95% of the contract value of all materials stored during the preceding month. (c) Material installed and in place: Payments to be made on or before the 10th of each month, covering 95% of the contract value of all materials installed in place during the preceding month. Balance of 5% to be paid within 30 days after completion of work covered by the terms of this Agreement. The entitlement of the Seller to payment shall be absolute and not contingent upon the Buyer receiving payment for such work. (d) If payment is to be made on the basis of the weight of materials and the method of calculating weights is not specified, materials shall be invoiced on the basis of weights calculated from detail drawings and shop bills in accordance with the method of calculating weights prescribed in the latest Code of Standard Practice of the American Institute of Steel Construction. (e) Until paid for, the title to and ownership and right of repossession of the material covered by this contract shall be and remain in the Seller, should the Buyer become insolvent or refuse or neglect to pay for said material. (f) No charges for labor or material furnished by the Buyer shall be allowed as a credit on this agreement, unless authorized in writing by the Seller.

All payments shall be made as stipulated at the address of the Seller. When not so paid, then the entire contract price shall become immediately due and payable. The Buyer agrees to pay the Seller interest on all past due balances at the rate of the higher of (a) ten percent (10%) per annum (0.833% per month), or (b) five percent (5%) per annum, plus the rate prevailing on the 25th of the month preceding the acceptance of this Proposal-Contract, established by the Federal Reserve Bank of San Francisco or advances to member banks under Sections 13 and 13 (a) of the Federal Reserve Act as in effect on said date of acceptance or as may be thereafter from time-to-time amended (or, if there is no such single determinable rate of advances, the lowest counterpart of such rate as shall be designated by the Superintendent of Banks of the State of California unless some other person or agency is delegated such authority by the Legislature.

Article 13: ATTORNEYS FEES If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party in any such proceeding, action or appeal thereon, shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. Seller shall be entitled to attorney's fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

Article 14: ARBITRATION Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to arbitration. Claims shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.

Limitations on Consolidation or Joinder. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SHOULD YOU DESIRE TO ENTER INTO A CONTRACT ON THE TERMS AND CONDITIONS SET FORTH ABOVE, PLEASE SO INDICATE BY SIGNING ON PAGE 1 AND INITIALING BELOW AND RETURN TO US WITHIN 30 DAYS FROM THE ABOVE DATE HEREOF, ONE COPY OF THIS PROPOSAL WHICH SHALL BECOME A CONTRACT SUBJECT TO THE APPROVAL OF THE BUYER'S CREDIT. SUCH CREDIT SHALL BE DEEMED APPROVED UNLESS BUYER IS GIVEN WRITTEN NOTICE TO THE CONTRARY, WITHIN 10 DAYS AFTER SELLER HAS RECEIVED BUYER'S ACCEPTANCE OF THIS PROPOSAL.

Initials: _____

Change Order Backup

To: Bernards Builders

Regarding project:

Marshal E.S

Attn: Rebecca Miller

Job#: SE-A190

Date: 8/22/2018

Request for change order # 15
 CCD 024 BACK-UP

1	<u>Project Engineering</u>	4	hr @	\$ 80.00		\$320
2	<u>Field measure</u>		hr @	\$ 80.00		\$0
3	<u>Detailing</u>	8	hr @	\$ 80.00		\$640
4	<u>Shop labor</u>	10	hr @	\$ 86.40		\$864
5	<u>Ironworker</u>	6	hr @	\$ 86.40		\$518
7	<u>Materials:</u>					
	<u># W.F</u>			\$ 0.60 /lb		\$0
8	<u>#PL /HSS</u>	60	Lb	\$ 0.75 /lb		\$45
9	<u>Bolts</u>		Lb			
10	<u>M. Channel</u>			\$ 1.00		\$0
11	<u>Galvanizing</u>		Lb	\$ 1.00 /lb		\$0
	<u>Zinc Primer</u>		Lb	\$ 1.00 /lb		\$0
12	<u>Buy outs:</u>					
	<u>Cane Bolts</u>			\$ -		\$0
13	<u>Casters</u>			\$ -		\$0
14	<u>Hinges</u>			\$ -		\$0
15	<u>Deck</u>			\$ -		\$0
16	<u>Mesh Panels</u>			\$ -		\$0
17	<u>Delivery & Pickup</u>	2	round trip	\$ 320.00		\$640
	<u>Semi Delivery</u>		round trip	\$1,100.00		\$0
18	<u>40 Ton Crane</u>	2	hr @	\$ 327.00		\$654
19	<u>Crane in/out</u>			\$ -	vary per crane size	\$0
20	<u>Boom lift</u>			\$ -	varies	\$0
21	<u>Stud machine</u>		day @			\$0
22	<u>Field equip:</u>					
	<u>Slick weld</u>		hr @	\$ 20.00 (250cc)		\$0
23	<u>Innershield</u>	2	hr @	\$ 25.00 (300- 400cc)		\$50
24	<u>F.P. inshield</u>		hr @	\$ 25.00 (650cc)		\$0
25	<u>Grinder</u>		hr @	\$ 2.00		\$0
26	<u>Working field truck w/tools</u>	2	hr @	\$ 25.00		\$50
27	<u>Mag Drill</u>		hr @	\$ 5.00		\$0
28	<u>Burning outfit</u>		hr @	\$ 13.00		\$0
29	<u>Special equipment</u>		hr @	\$ 9.00 Air-arc		\$0
30	<u>Special equipment</u>		day @	\$ 70.00 Fire blanket shield		\$0

Subtotal \$3,781

Tax on materials & galvanizing (9.5%)

Profit & Overhead 15%

\$4

\$588

Total this change order ~~\$4,363~~

\$ 2,000

Job Name MARSHALL E.S. Date of Work 6-18-18

Location 2900 THYRGOOD MARSHALL DR. OXNARD Cabco Job No. A190

Contractor BERNARD S Contractor Job # _____

EMPLOYEE NAME	FOREMAN	JOURNEY-MAN	APPREN-TICE	HOURS WORKED		
				ST	OT	2T
Carlos			—	2		
Juan		←		2		
Esequiel			—	2		
DELIVERY						
WORKING FIELD TRUCK						
40 TON CRANE				2		
1- WELDING MACHINE				2		
TOTAL HOURS						

DESCRIPTION OF WORK/EQUIPMENT:

DELIVERED 3 " F LINE COLS 127C1, 127C2 + 127C5 WHICH INCLUDES RE-INSTALLING THEM PER CCD 024 40 TON CRANE WELD 12 PLATE WASHERS. 40 TON CRANE

CONTRACTOR'S SUPERVISOR:

PRINTED NAME _____

Willie Day

Verify and Sign Only
 Subject to the Terms and Conditions of the Subcontract Agreement

By: Willie Day
 Signature: _____
 Print Name: _____
 Date: 06-18-18



structural steel & misc. metal fabricators
 contractor's no. 209850

REC. APPROVAL 6-1-18

CCD 24

C.A. BUCHEN CORP.

PACKING SLIP

9231 Glenoaks Blvd.
SUN VALLEY, CALIFORNIA 91352
818-767-5408 Fax 818-767-8654

№ 4499

SOLD TO

BERNARDS MARSHALL F.S.

ADDRESS

2900 THURGOOD MARSHALL DR. OXNARD

SHIP TO

ADDRESS

CUSTOMER'S NO.	SHIPPER'S NO.	SALESMAN	DATE
	SE-A190		4-25-18
QUANTITY	DESCRIPTION		
	PER BERNARDS REQ.		
	PICK UP 2-COLUMNS		
	127C1 + 127C2 ALONG		
	F LINE. REF. CCD # 014		
	AND RETURN TO SHOP FOR		
	MODIFICATION.		
	CO WORK PENDING		
	ATTN WILL 818 282-5264		
	DELIVER 4-26-18		
PACKED BY	CHECKED BY	CARTON-PKGS.	TOTAL WEIGHT
			SHIPPED VIA

PLEASE NOTIFY US IMMEDIATELY
IF ERROR IS FOUND IN SHIPMENT



SPUD'S

CRANE SERVICE, INC.

12521 BRANFORD STREET, PACOIMA, CALIFORNIA 91381
 24 HRS (818) 867-2438 / (661) 251-1065 / FAX (818) 896-8202

1743

INVOICE

BILL TO
C.A.B.C.O. 9231 GLENOAKS BLVD. SUN VALLEY, CA. 91352

JOB DATE	INVOICE #
6/19/2018	27769

JOB LOCATION
2900 THURGOOD MARSHALL DR. OXNARD JACK 818-767-5408 ***NO PRELIM***

TELEPHONE NO.	P.O. NO.	CREW	WORK ORDER	TERMS	DUE DATE
818-767-5408	35268	MIKE V.	87952	Net 30 days	7/19/2018

DESCRIPTION	HOURS	RATE	EXTENSION
40 TON CRANE	7.5	220.00	1,650.00
CREW TIME - 1 MAN	2	120.00	240.00
OVERTIME - 1 MAN	1.5	60.00	90.00
PERMITS	1	89.00	89.00
CREW TIME - 1 MAN	4	120.00	480.00
OVERTIME - 1 MAN	2	60.00	120.00
OCIP COMPLIANCE SURCHARGE	1	245.52	245.52
8% FUEL SURCHARGE - WAIVED	0	265.17	0.00
*** REVISED INVOICE ***			
THANK YOU. WE APPRECIATE YOUR BUSINESS			TOTAL \$2,914.52

SPUD'S CRANE SERVICE, INC.

Hereinafter called the Owner, hereby rents and leases the equipment and supplies the operators as described on the job order, subject to the following conditions: **WARRANTY** The Lessee expressly agrees to indemnify and save Lessor harmless from and against all claims, demands, liabilities, suits or judgments of whatsoever kind or nature, and all costs or expenses in connection therewith, including court costs and attorney's fees, arising out of or resulting from death or injury to persons, including employees of the Lessee, and loss, damage or injury including the leased equipment, caused or occasioned, or claimed to be caused or occasioned directly or indirectly, by or in connection with the work being performed under this order or being done by said equipment or by any personnel furnished in connection with said equipment. It is expressly agreed that the leased equipment and the personnel furnished in connection therewith are under the exclusive jurisdiction, control and supervision of the Lessee. **PERFORMANCE** If the owner shall be prevented, delayed or interfered with by weather, unforeseeable equipment malfunctions, strikes, war, fire, causes beyond its control, exercise of governmental control, priorities, or any circumstances relating directly or indirectly to its operation of the job Government from performing any agreement hereon, or if said equipment shall be seized or taken over by the U.S. or governmental agency then the Owner shall be excused from the performance of this contract shall be so prevented or interfered with. **FORCE MAJEURE** Fire, flood, or other obstacles occur into the work area to be provided by the customer. **INDEMNIFICATION** If either party becomes a party to any litigation concerning this rental by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of its party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable for reasonable attorneys fees and court costs incurred by it in the litigation. If either party commences an action against the other party arising out of or in connection with this rental, the prevailing party shall be entitled to have and receive from the other party attorney's fees and cost of suit. **ASSIGNMENT** This agreement shall be deemed the exclusive agreement of the parties subject to its terms and conditions stated, when executed by acknowledgment or participation or performance by Owner.

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Marshall Elementary School New Classroom Building	DSA App. #: 03 - 116806

APPLICANT		
CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #024	Date Submitted: 05/16/18	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (49 pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: CSDA Design Group	Contact Name: Michael Schoen	
Email: mschoen@csdadesigngroup.com	Phone Number: (310) 301-4772	
Address: 889 N Douglas St, Suite 100		
City: El Segundo	State: CA	Zip: 90245
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Michael Schoen	
Professional License #: C-35165	Discipline: Architect

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: _____
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):
Modification to shear wall length do to columns placement location which impacted ADA access door. New SSK-CCD024-01,02,03,04,05,06,07,08 & 09. Revised and superseding approved CCD14 do to construction constrains and schedule. Calculations attached to support these change.

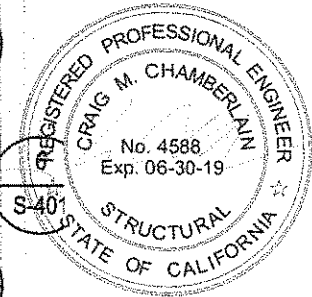
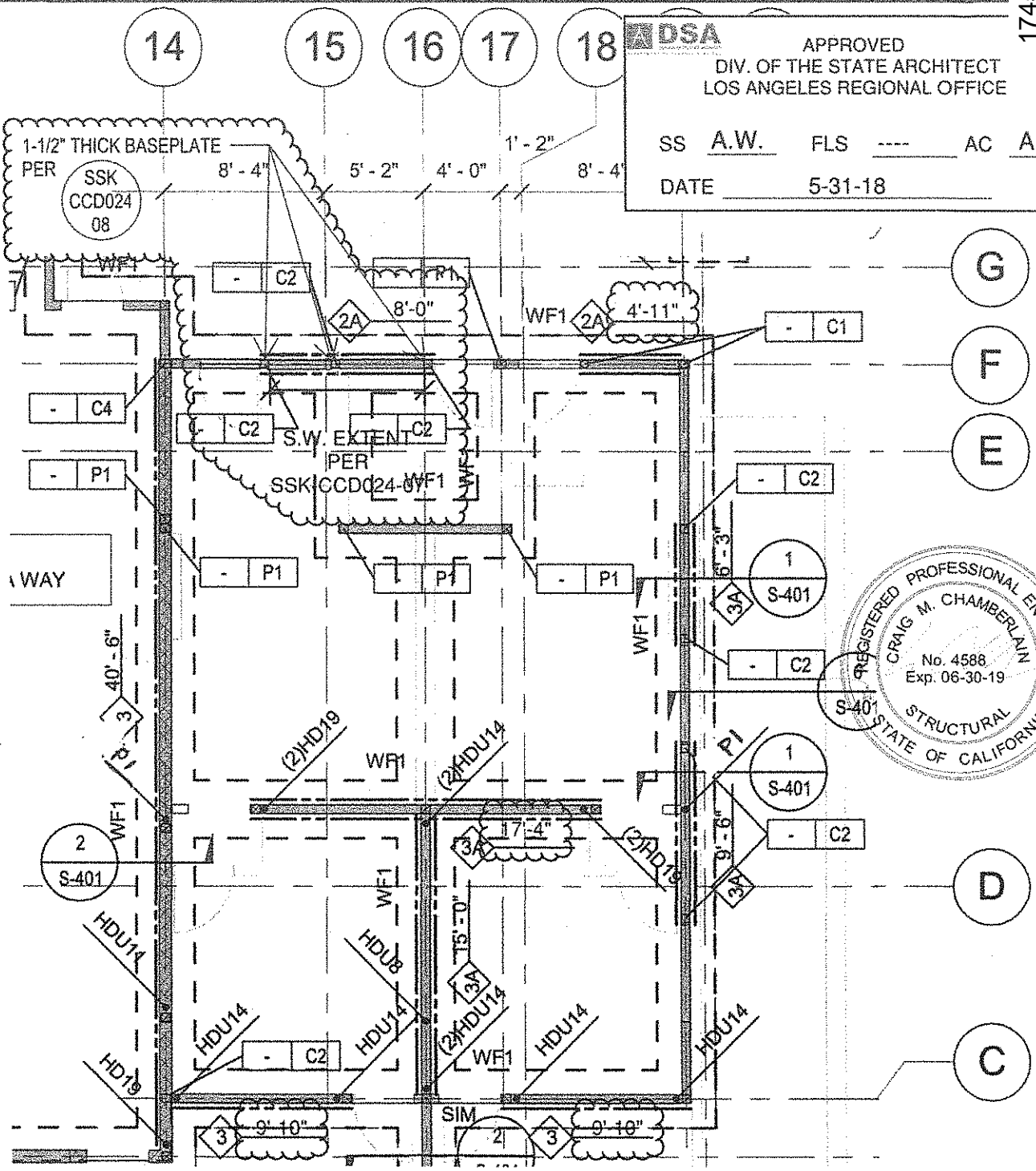
List of DSA approved drawings affected by this CCD: S-211, S-212, 1/S-401, 18/S-600, 17/S-401, 18/S-401

DSA USE ONLY		APPROVED	
SSS _____ Date _____ Approved / Disapproved / Not Req'd	For business office use only Date Sent _____ Return By _____ Delivery Method _____	DIV. OF THE STATE ARCHITECT LOS ANGELES REGIONAL OFFICE	
FLS _____ Date _____ Approved / Disapproved / Not Req'd		SS <u>A.W.</u> FLS _____ AC <u>A.K.</u>	
ACS _____ Date _____ Approved / Disapproved / Not Req'd		DATE <u>5-31-18</u>	
Remarks _____			

DSA

APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

SS A.W. FLS ---- AC A.K.
DATE 5-31-18



REVISED PARTIAL PLAN

Description of change:
 Partial plan that denotes shifts in shearwall lengths on gridlines F, D.2 and C due to field conditions.

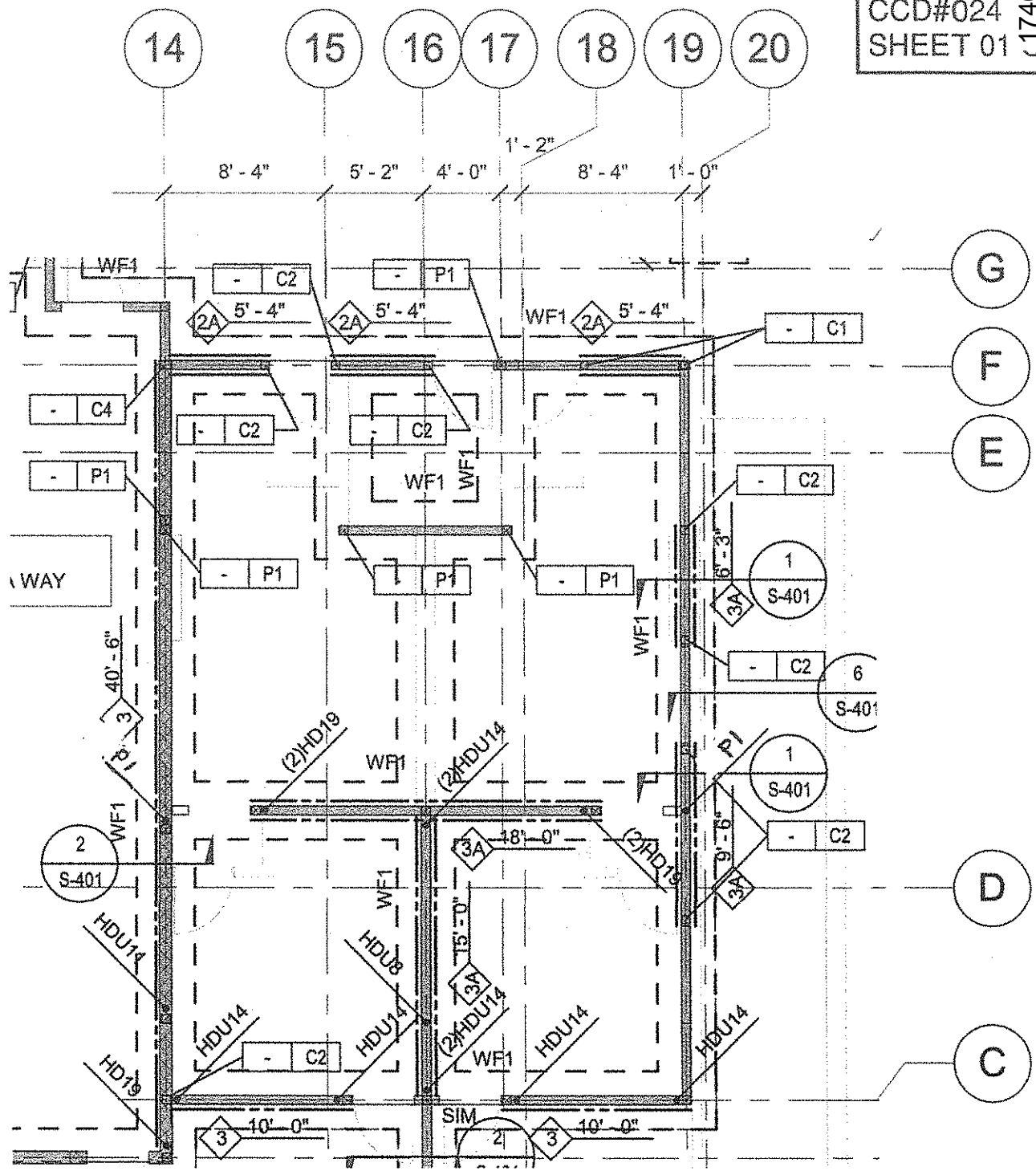
referenced drawings/details: S-211

**NISHKIAN
 CHAMBERLAIN**
 CONSULTING AND STRUCTURAL
 ENGINEERS SINCE 1919
 NC PROJECT #: 40340

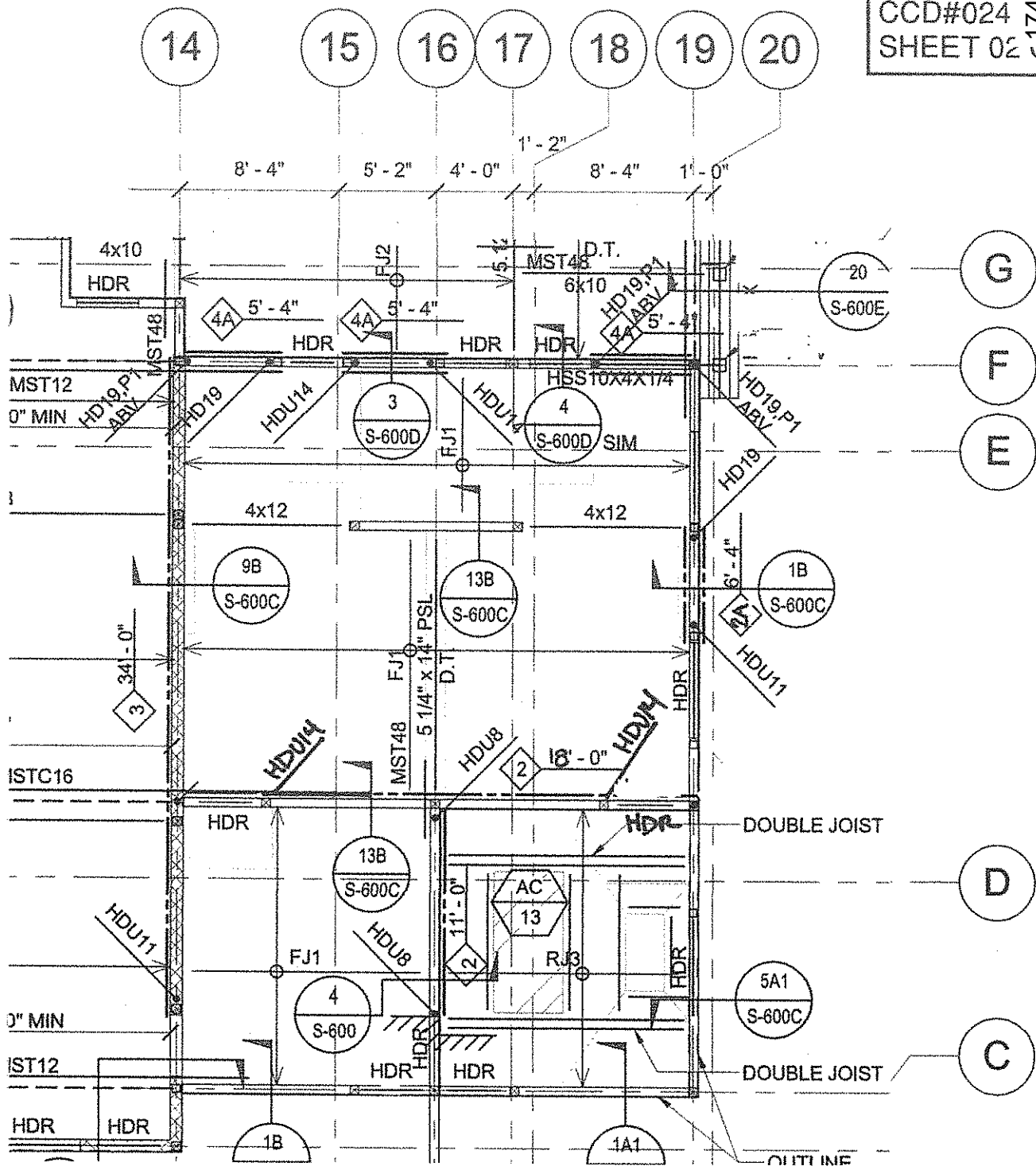
CSDA PROJECT #:	1534.01	SHEET:	01 OF 09
MARSHALL ES - NEW CLASSROOM BUILDING		DRAWING REFERENCE:	S-211
2900 Thurgood Marshall Dr, Oxnard, CA 93036		SCALE:	1/8"=1'-0"
		DATE:	05/11/18

CSDA DESIGN GROUP

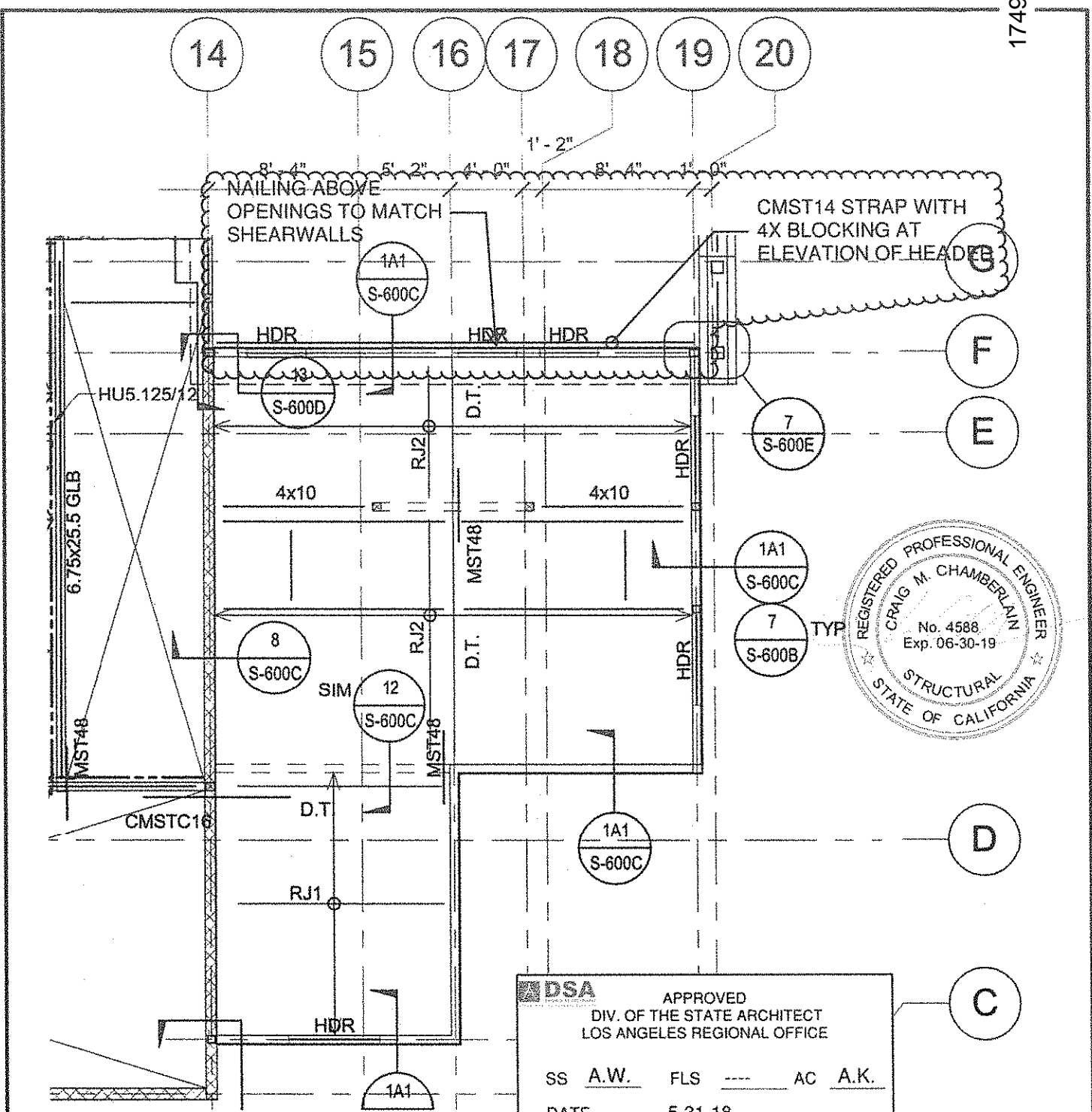
DSA A# 03-116806 Title of sheet Revised Shearwall Lengths at 1st Floor CCD #024 SSK-CCD024-01



PARTIAL PLAN SHEET S-211
 FROM DSA APPROVED PLANS
 (FOR REFERENCE ONLY)



PARTIAL PLAN SHEET S-212
 FROM DSA APPROVED PLANS
 (FOR REFERENCE ONLY)



REVISED PARTIAL PLAN

Description of change:
 Partial plan that denotes relocation of header at low mechanical roof due to shifts in shearwall locations at lower levels.

referenced drawings/details: S-213

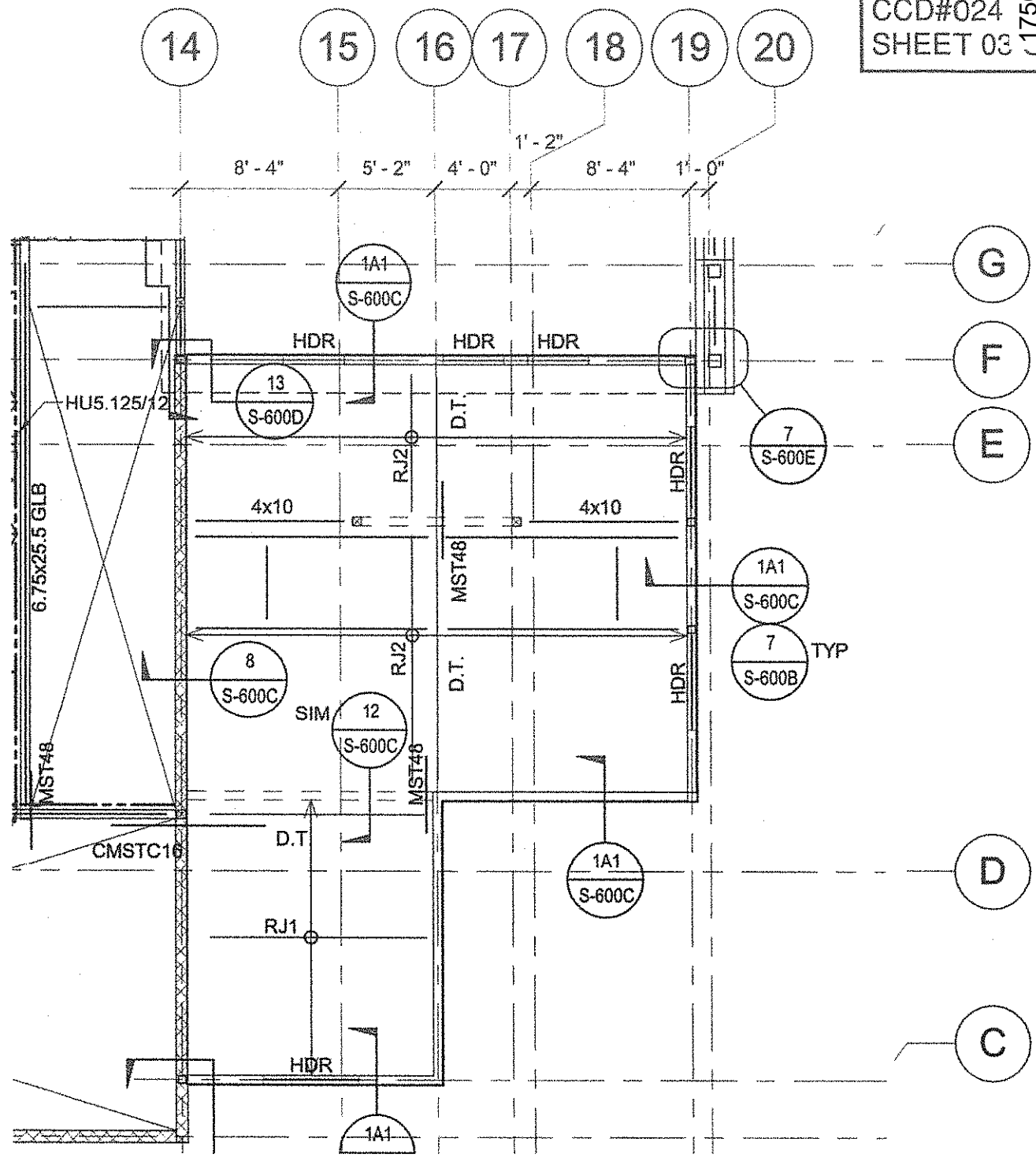
**NISHKIAN
 CHAMBERLAIN**
 CONSULTING AND STRUCTURAL
 ENGINEERS SINCE 1919
 NC PROJECT #: 40340

CSDA PROJECT #: 1534.01
 MARSHALL ES - NEW CLASSROOM
 BUILDING
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

SHEET: 03 OF 09
 DRAWING REFERENCE: S-213
 SCALE: 1/8"=1'-0"
 DATE: 05/11/2018

CSDA DESIGN GROUP

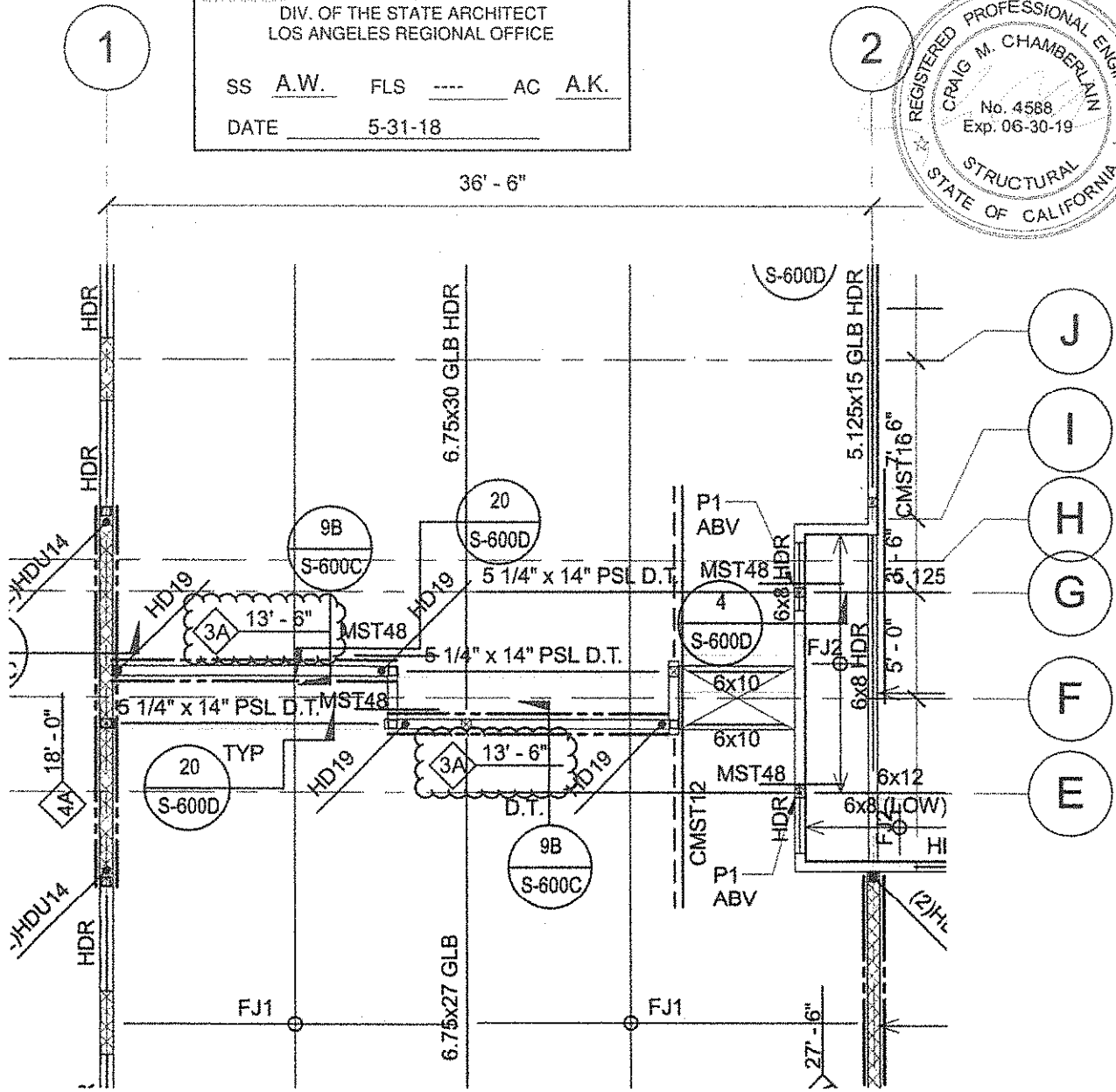
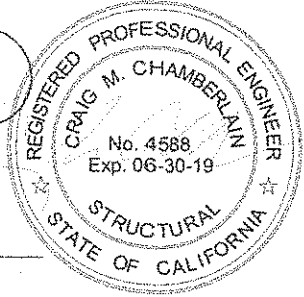
DSA A# 03-116806 Title of sheet Revised Header Location at Low Roof **CCD #024** **SSK-CCD024-03**



PARTIAL PLAN SHEET S213
 FROM DSA APPROVED PLANS
 (FOR REFERENCE ONLY)

DSA APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE

SS A.W. FLS ---- AC A.K.
 DATE 5-31-18



1 2ND FLOOR FRAMING PLAN
 SCALE: 1/8" = 1'-0"

REVISED PARTIAL PLAN

Description of change:
 Partial plan that denotes increased nailing due to shifts in shearwall locations along line of resistance.

referenced drawings/details: 1/S-212

**NISHKIAN
 CHAMBERLAIN**
 CONSULTING AND STRUCTURAL
 ENGINEERS SINCE 1919
 NC PROJECT #: 40340

CSDA PROJECT #: 1534.01
 MARSHALL ES - NEW CLASSROOM
 BUILDING
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

SHEET: 04 OF 09
 DRAWING REFERENCE: S-212
 SCALE: 1/8"=1'-0"
 DATE: 05/11/2018

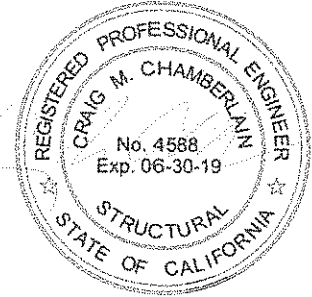
CSDA DESIGN GROUP

DSA A# 03-116806

Title of sheet
 Revised Shear Nailing at Second Floor

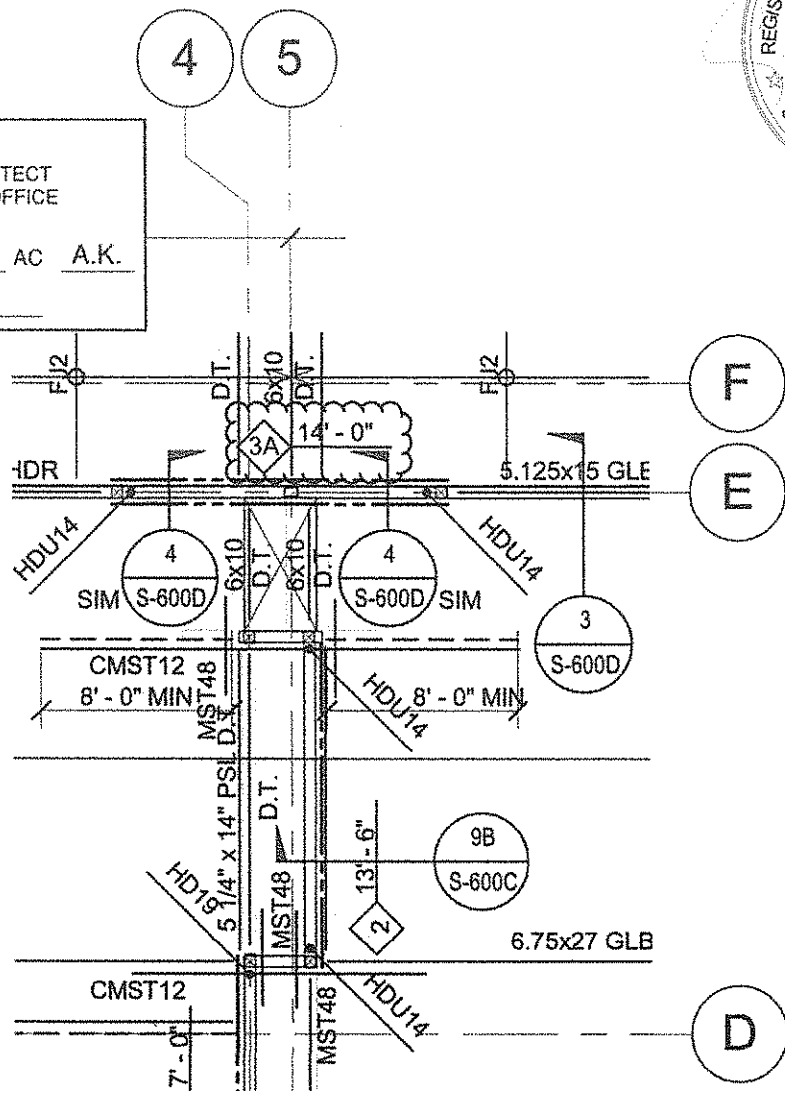
CCD #024

SSK-CCD024-04



DSA APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE

SS A.W. FLS ---- AC A.K.
 DATE 5-31-18



1 2ND FLOOR FRAMING PLAN
 SCALE: 1/8" = 1'-0"

REVISED PARTIAL PLAN

Description of change:
 Partial plan that denotes increased nailing due to shifts in shearwall locations along line of resistance.

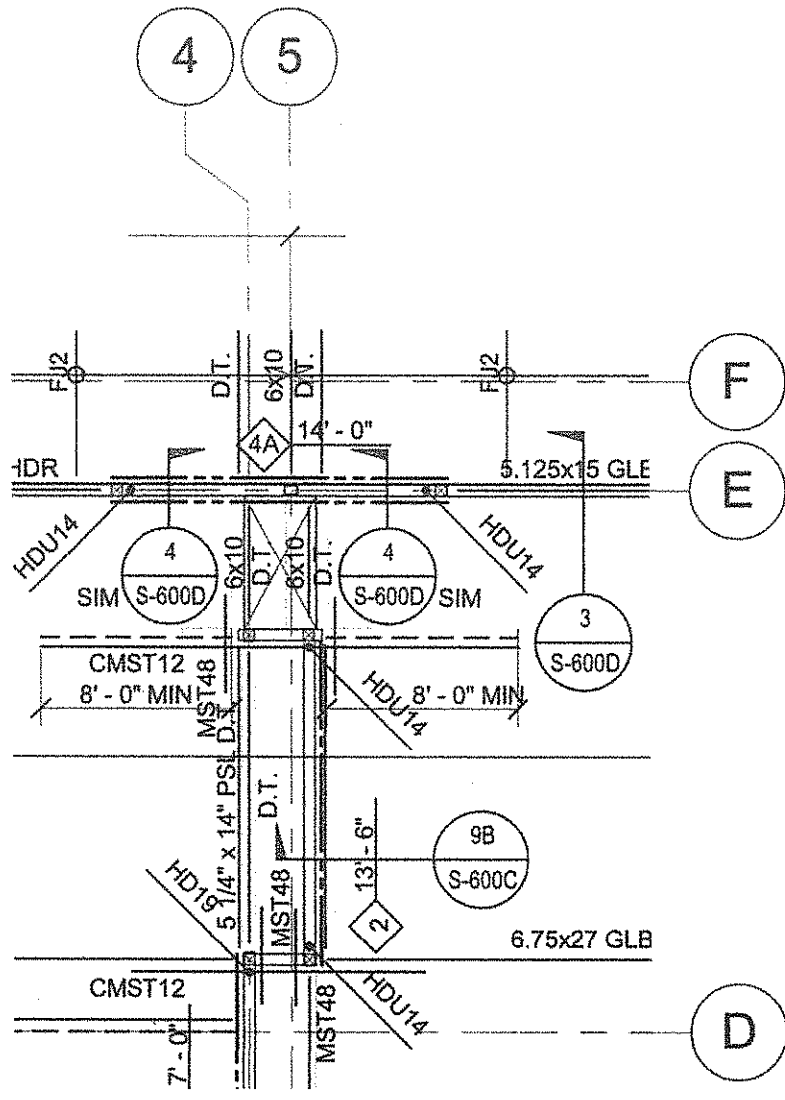
referenced drawings/details: 1/S-212

NISHKIAN CHAMBERLAIN
 CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
 NC PROJECT #: 40340

CSDA PROJECT #:	1534.01	SHEET:	05 OF 09
MARSHALL ES - NEW CLASSROOM BUILDING		DRAWING REFERENCE:	S-212
2900 Thurgood Marshall Dr, Oxnard, CA 93036		SCALE:	1/8"=1'-0"
		DATE:	05/11/2018

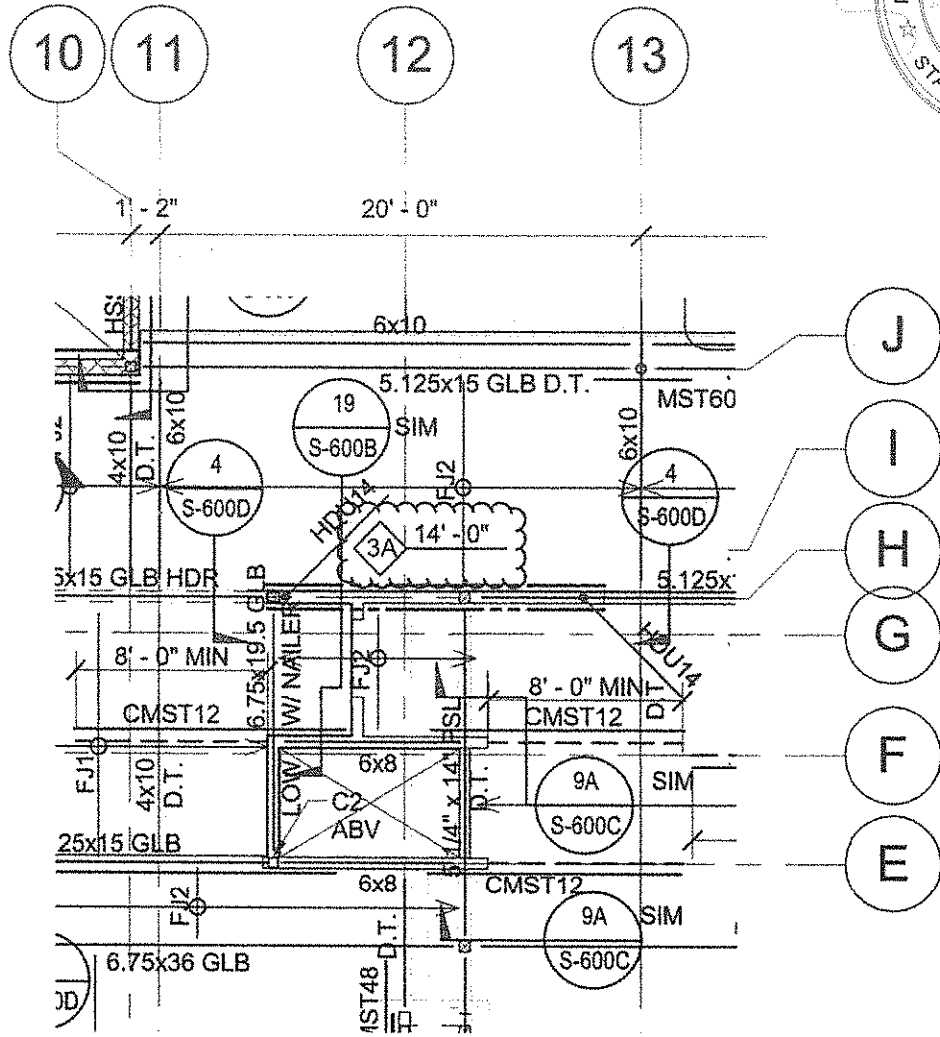
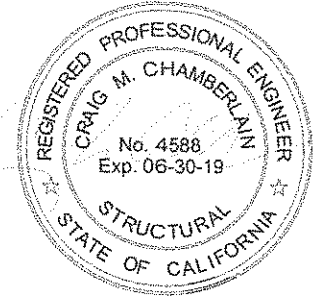
CSDA DESIGN GROUP

DSA A# 03-116806	Title of sheet Revised Shear Nailing at Second Floor	CCD #024	SSK-CCD024-05
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1 2ND FLOOR FRAMING PLAN
SCALE: 1/8" = 1'-0"

PARTIAL PLAN SHEET S212
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)



1 2ND FLOOR FRAMING PLAN
SCALE: 1/8" = 1'-0"

DSA APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
SS A.W. FLS --- AC A.K.
DATE 5-31-18

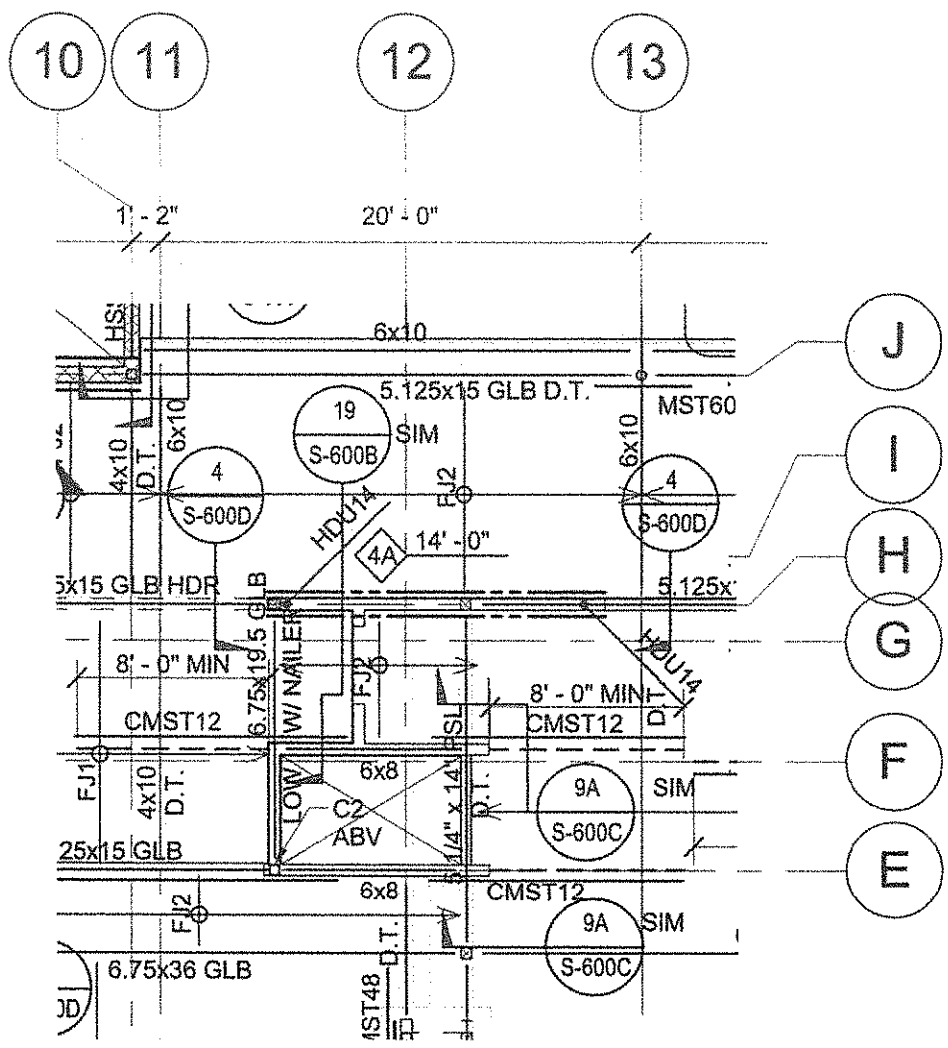
REVISED PARTIAL PLAN

Description of change:
Partial plan that denotes increased nailing due to shifts in shearwall locations along line of resistance.
referenced drawings/details: 1/S-212

**NISHKIAN
CHAMBERLAIN**
CONSULTING AND STRUCTURAL
ENGINEERS SINCE 1919
NC PROJECT #: 40340

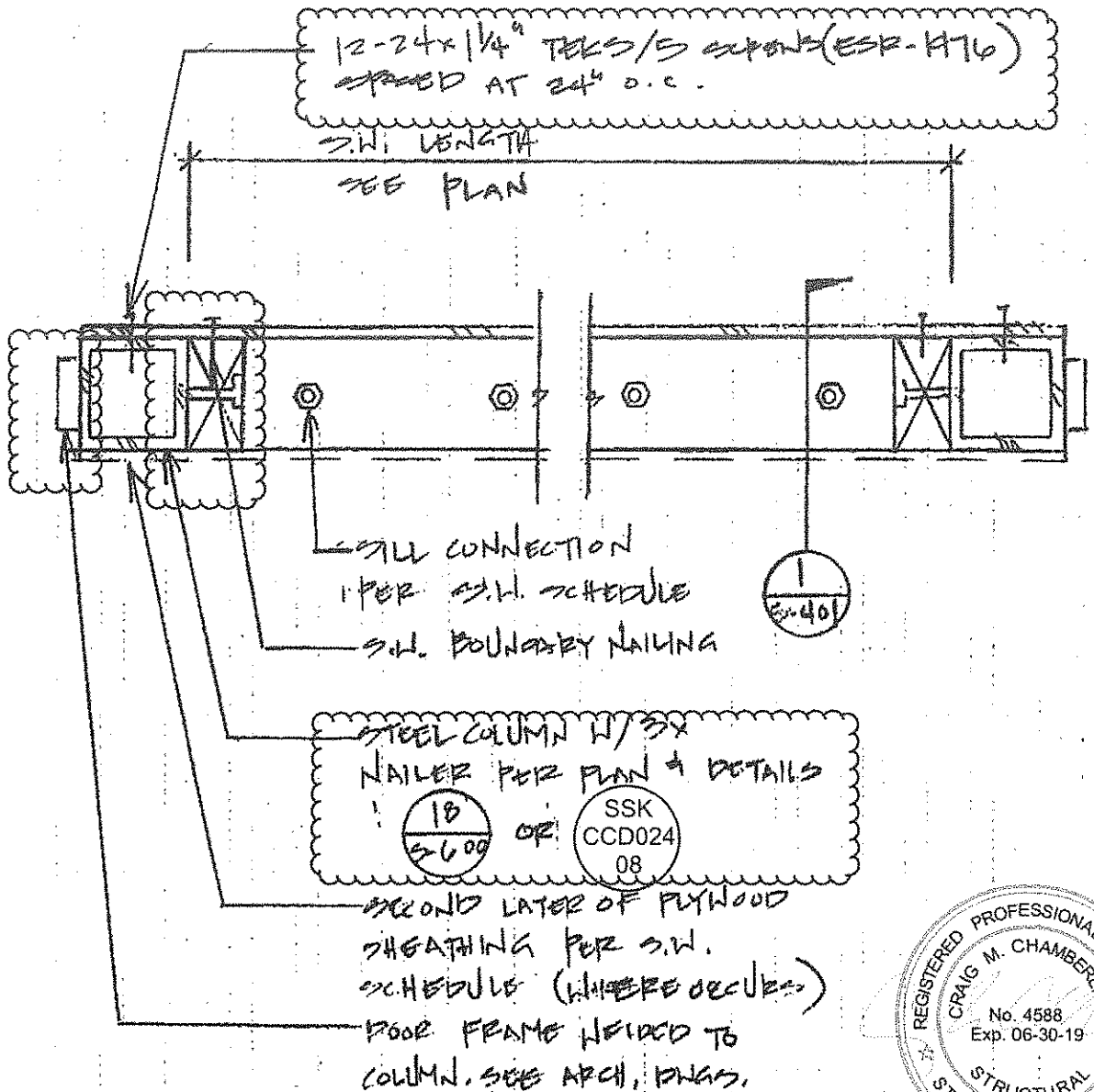
CSDA PROJECT #:	1534.01	SHEET:	06 OF 09
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: SCALE: DATE:	S-212 1/8"=1'-0" 05/11/2018	
DSA A# 03-116806	Title of sheet Revised Shear Nailing at Second Floor	CCD #024	SSK-CCD024-06

CSDA DESIGN GROUP

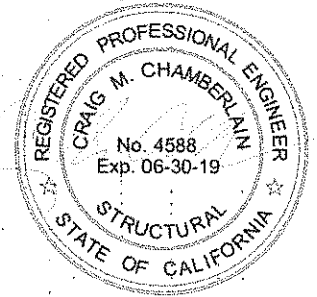


1 2ND FLOOR FRAMING PLAN
 SCALE: 1/8" = 1'-0"

PARTIAL PLAN SHEET S212
 FROM DSA APPROVED PLANS
 (FOR REFERENCE ONLY)



PLAN VIEW



DSA APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 SS A.W. FLS --- AC A.K.
 DATE 5-31-18

NEW DETAIL

Description of change:
 New detail to show effective extent of shorter shearwall lengths. Shorter shearwall lengths are required to allow for connection of door frame.
 referenced drawings/details: S-211, 18/S-600, SSK-CCD024-04

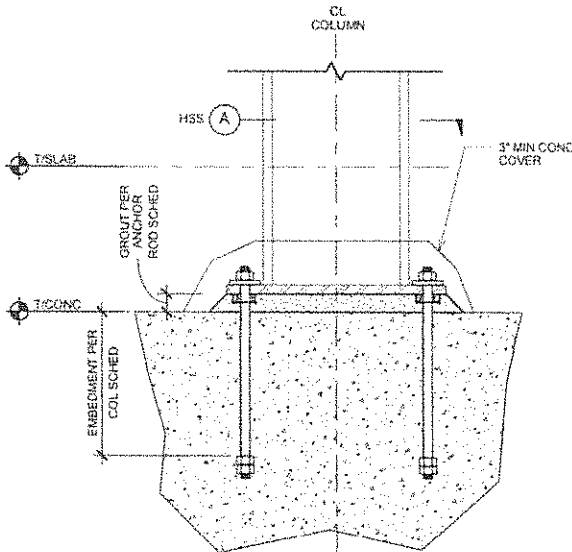
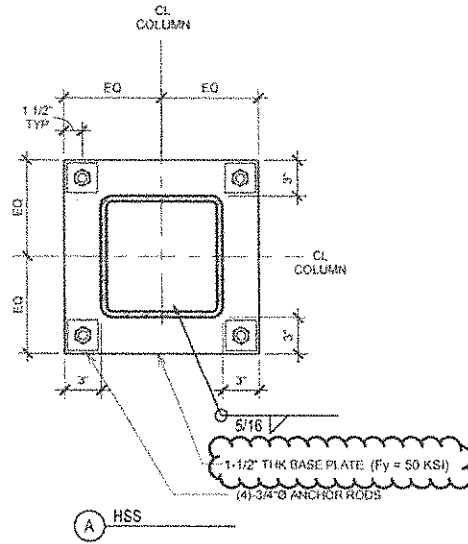
NISHKIAN CHAMBERLAIN
 CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
 NC PROJECT #: 40340

CSDA PROJECT #: 1534.01
 MARSHALL ES - NEW CLASSROOM BUILDING
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

SHEET: 07 OF 09
 DRAWING REFERENCE: S-212
 SCALE: 1/8"=1'-0"
 DATE: 05/11/2018

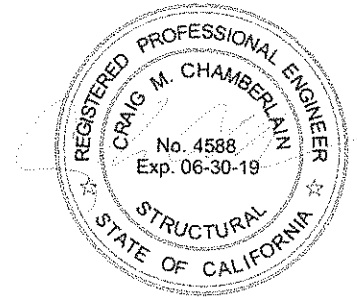
CSDA DESIGN GROUP

DSA A# 03-116806 Title of sheet: Extents of Revised Shearwall Lengths **CCD #024** **SSK-CCD024-07**



NOTE:

1. SEE TYPICAL ANCHOR ROD DETAIL FOR ANCHOR ROD, OVERSIZED HOLE AND WASHER REQUIREMENTS.



18 TYPICAL BASE PLATE DETAIL

SCALE: 1 1/2" = 1'-0"

DSA APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE

SS A.W. FLS --- AC A.K.
 DATE 5-31-18

MODIFIED DETAIL

Description of change:

New detail to show thicker baseplate for HSS columns at specific locations

referenced drawings/details: S-211, 18/S-600, SSK-CCD024-01

**NISHKIAN
 CHAMBERLAIN**
 CONSULTING AND STRUCTURAL
 ENGINEERS SINCE 1919
 NC PROJECT #: 40340

CSDA PROJECT #: 1534.01
 MARSHALL ES - NEW CLASSROOM
 BUILDING
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

SHEET: 08 OF 09
 DRAWING REFERENCE: S-212
 SCALE: 1/8"=1'-0"
 DATE: 05/11/2018

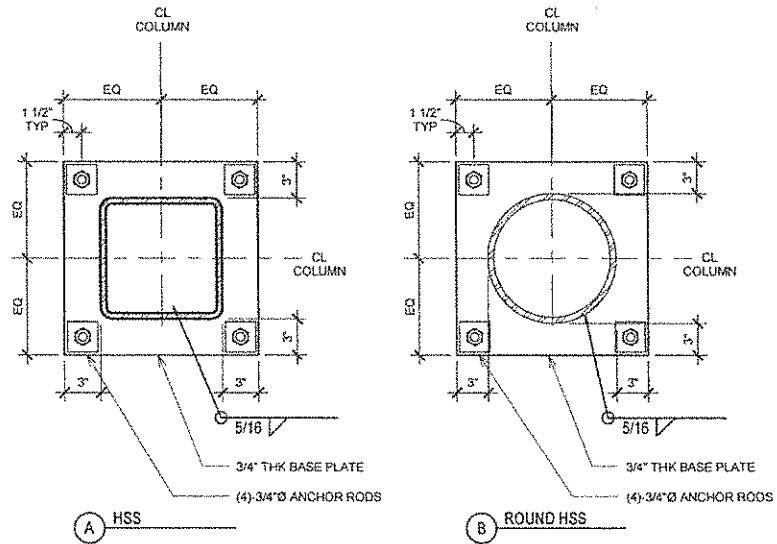
CSDA DESIGN GROUP

DSA A# 03-116806

Title of sheet
 Increase of Baseplate Thickness

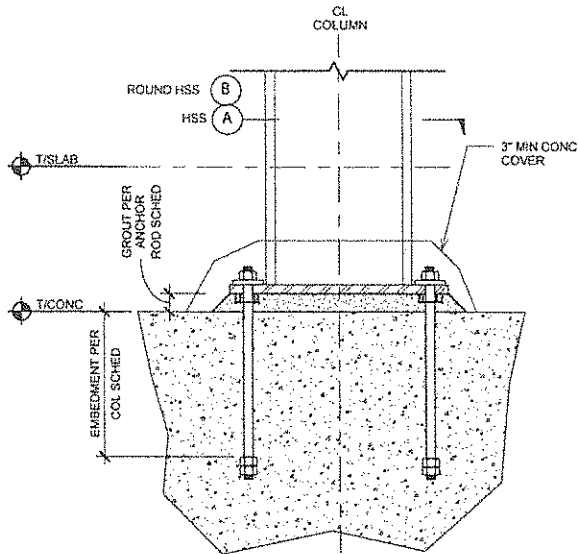
CCD #024

SSK-CCD024-08



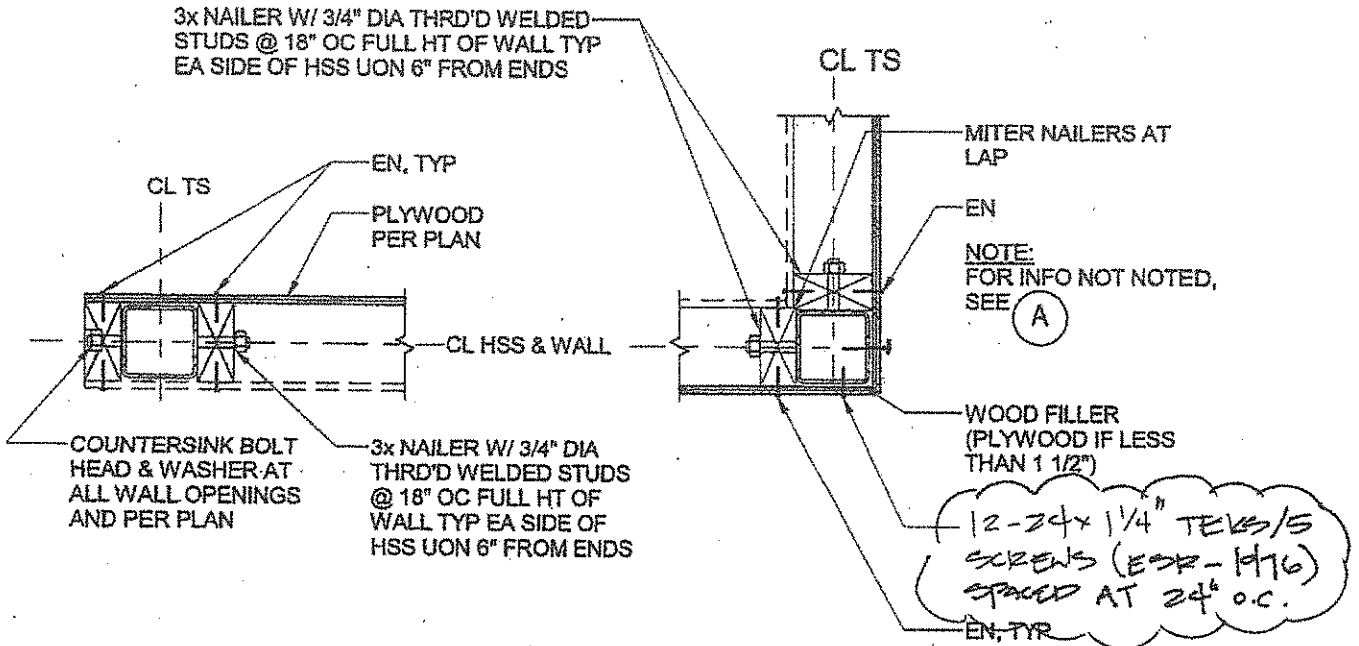
NOTE:

1. SEE TYPICAL ANCHOR ROD DETAIL FOR ANCHOR ROD, OVERSIZED HOLE AND WASHER REQUIREMENTS.



18 TYPICAL BASE PLATE DETAIL
 SCALE: 1 1/2" = 1'-0"

DETAIL 18/S-401
 FROM DSA APPROVED PLANS
 (FOR REFERENCE ONLY)



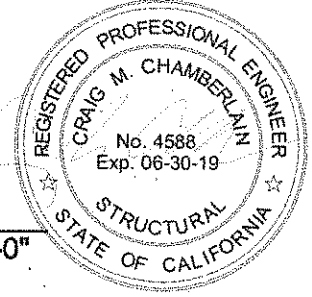
A TYPICAL NAILER

B TYPICAL NAILER AT CORNER

12-24x 1/4" TEK/S
SCREWS (EQR-H16)
SPACED AT 24" O.C.

18 NAILER AT HSS COLUMN

1" = 1'-0"



DSA APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
SS A.W. FLS ---- AC A.K.
DATE 5-31-18

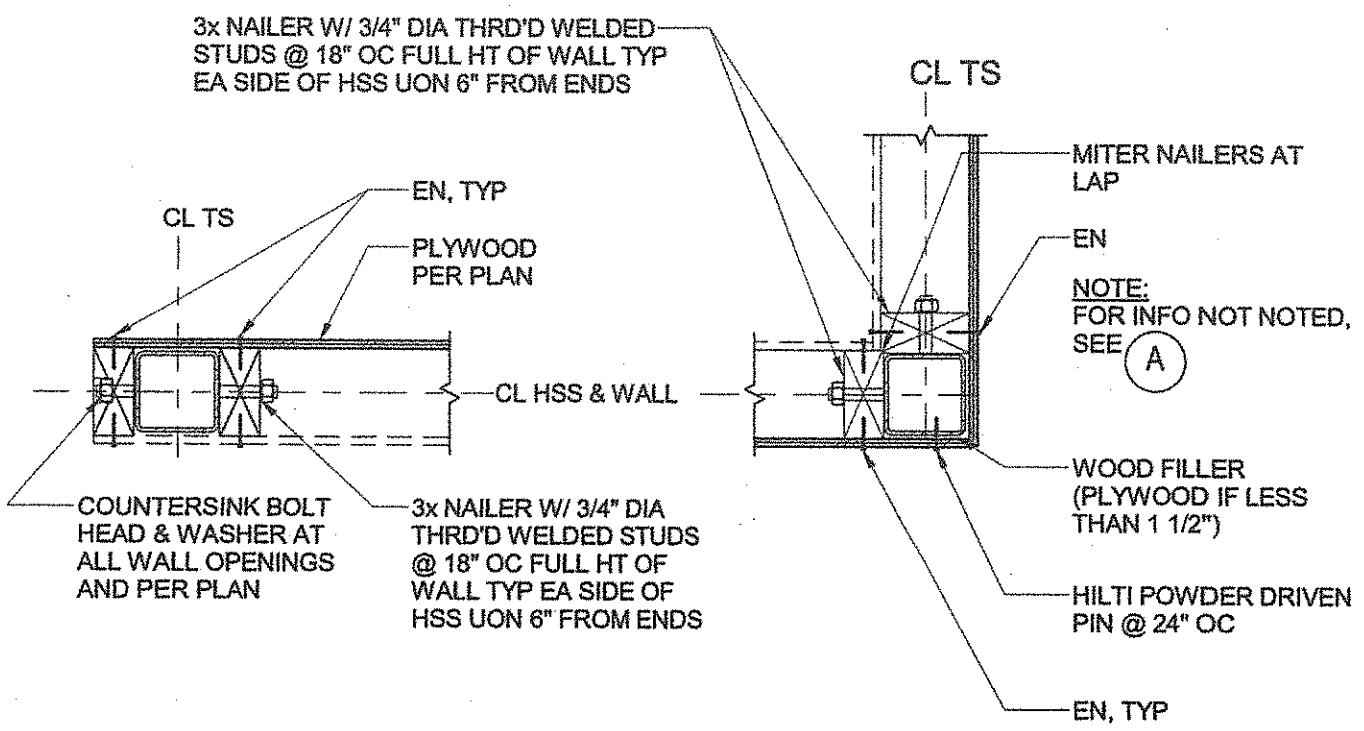
MODIFIED DETAIL

Description of change:
Detail is modified to reflect self-drilling screws for attaching plywood to HSS columns. This avoids crushing of plywood due to pins being shot into columns.
referenced drawings/details: 18/S-600

**NISHKIAN
CHAMBERLAIN**
CONSULTING AND STRUCTURAL
ENGINEERS SINCE 1919
NC PROJECT #: 40340

CSDA PROJECT #:	1534.01	SHEET:	09 OF 09
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE:	18/S-600	
	SCALE:	N.T.S.	
	DATE:	05/11/2018	
DSA A# 03-116806	Title of sheet Nailer at HSS Column	CCD #024	SSK-CCD024-09

CSDA DESIGN GROUP



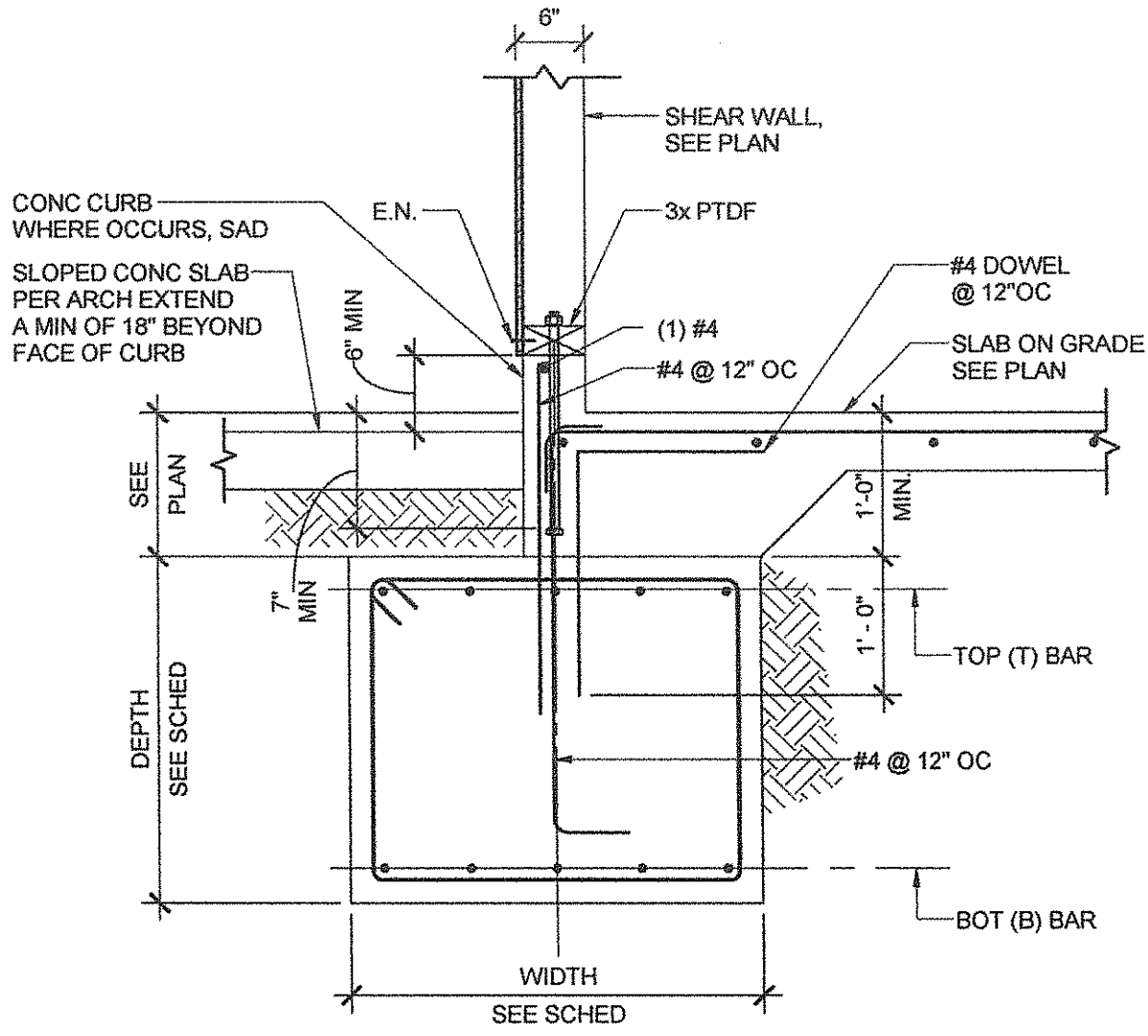
(A) TYPICAL NAILER

(B) TYPICAL NAILER AT CORNER

18 NAILER AT HSS COLUMN

1" = 1'-0"

DETAIL 18/S-600
 FROM DSA APPROVED PLANS
 (FOR REFERENCE ONLY)

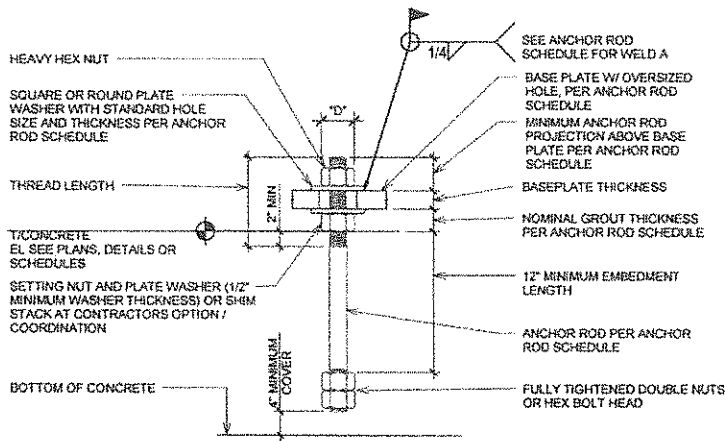


1

TYP PERIMETER WALL FTG DETAIL

SCALE : 3/4" = 1'-0"

DETAIL 1/S-401
 FROM DSA APPROVED PLANS
 (FOR REFERENCE ONLY)



ANCHOR ROD SCHEDULE						
ANCHOR ROD DIAMETER	BASE PL HOLE DIA "D"	MIN WASHER SIZE	MIN WASHER t	MIN PROJ ABOVE BASE PL	NOMINAL GROUT THICKNESS	REMARKS
3/4"	1-5/16"	2"	1/4"	3"	2"	—

- NOTES:
- SEE TYPICAL ANCHOR ROD AND BASE PLATE DETAILS
 - WHERE WELD 'A' IS NOT SHOWN, TACK-WELD AS REQUIRED FOR ERECTION

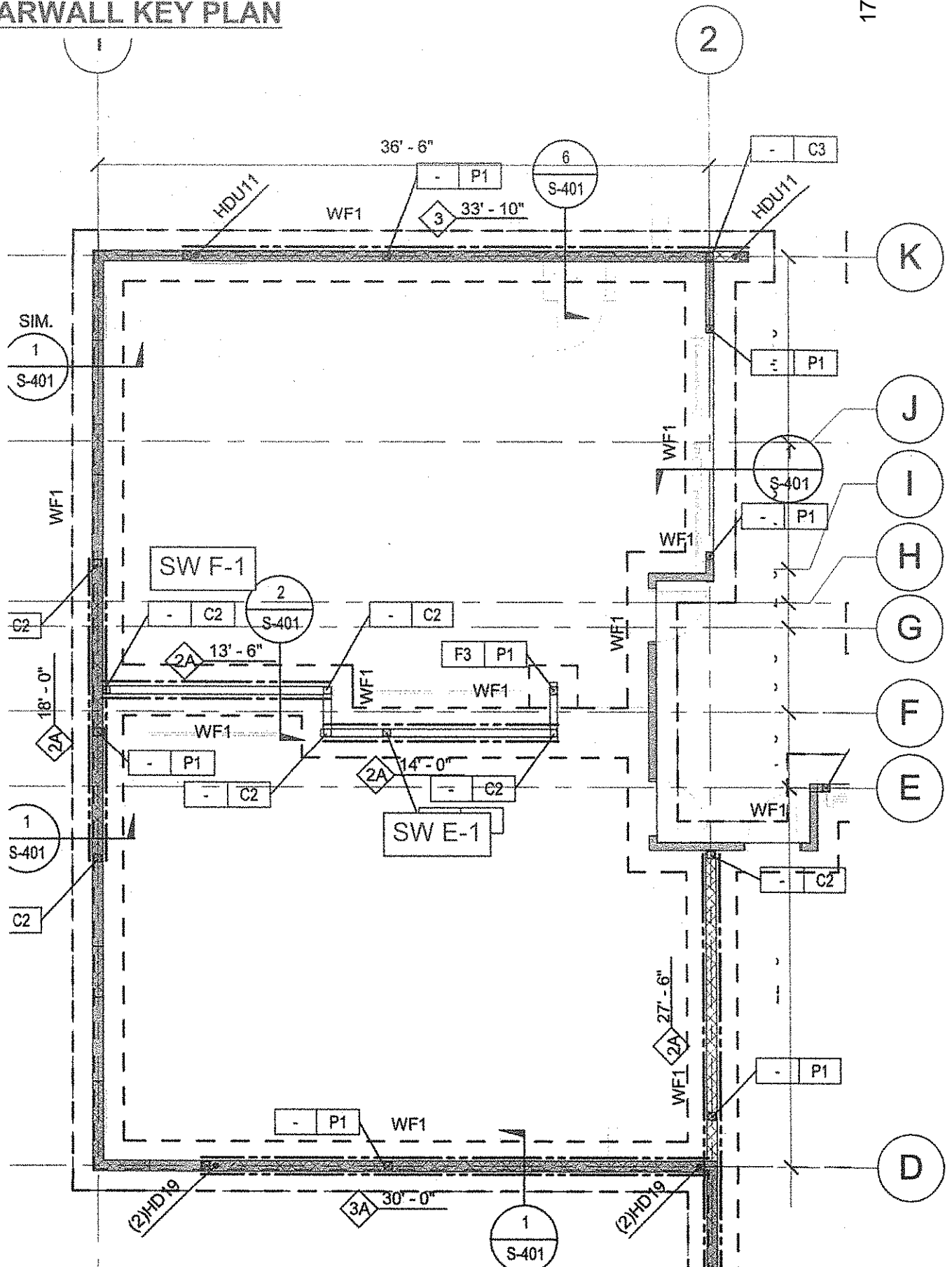
17 TYPICAL ANCHOR ROD DETAIL
 SCALE : 3/4" = 1'-0"

DETAIL 17/S-401
 FROM DSA APPROVED PLANS
 (FOR REFERENCE ONLY)

CCD 024
CALCULATIONS

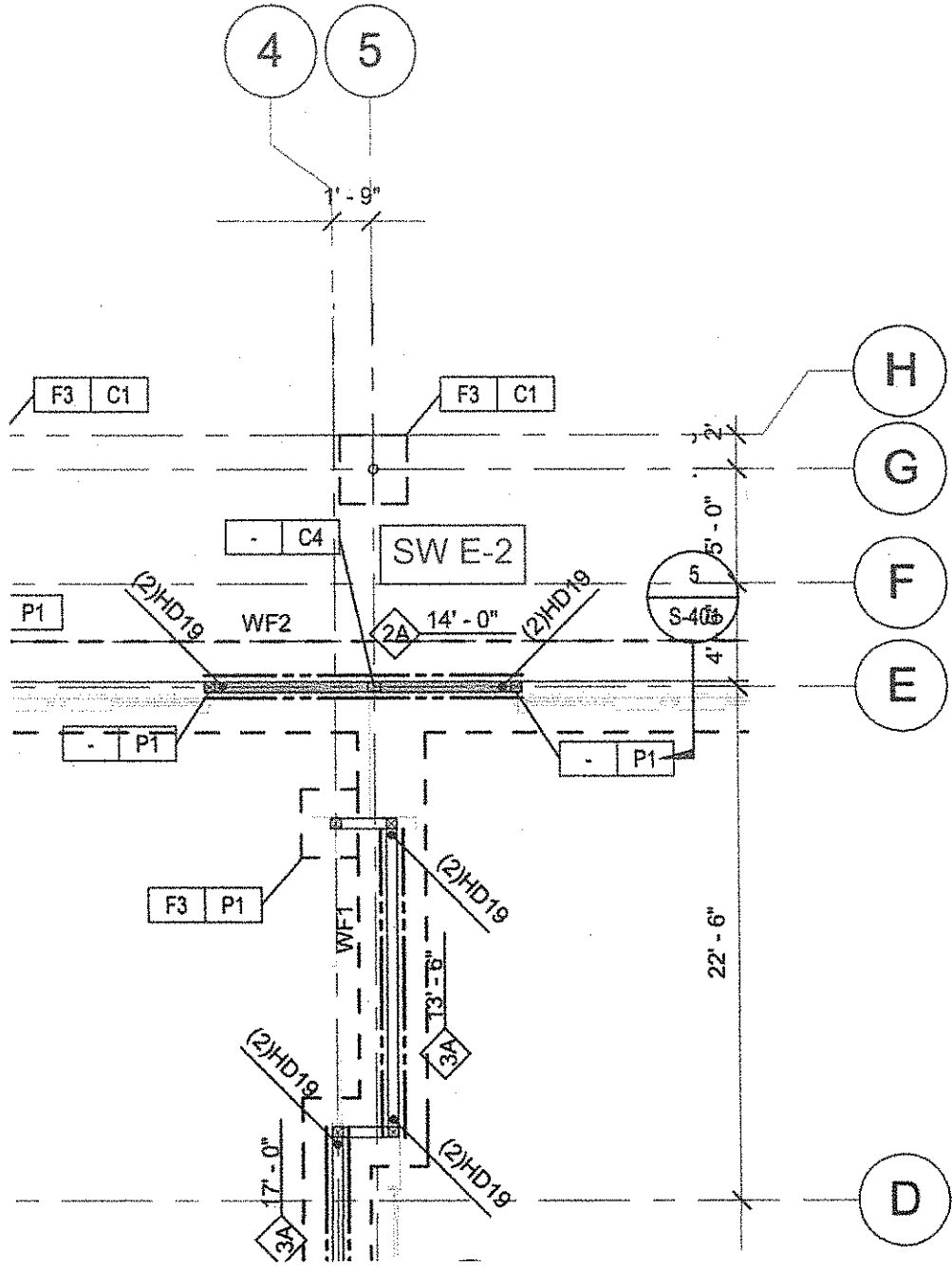
LATERAL DESIGN SHEARWALL KEY PLAN

1765



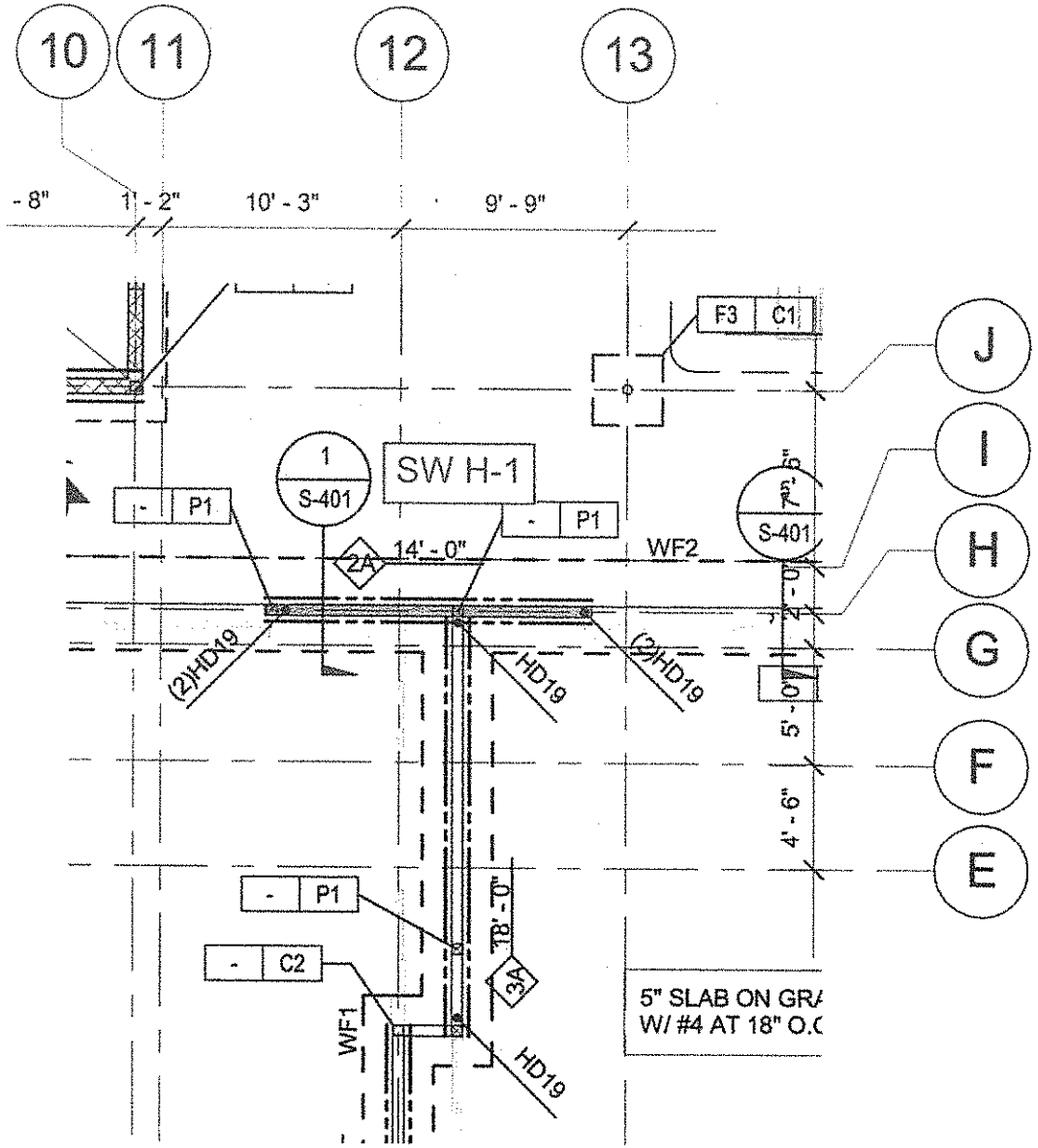
**LATERAL DESIGN
SHEARWALL KEY PLAN**

1766



**LATERAL DESIGN
SHEARWALL KEY PLAN**

1767



LATERAL DESIGN: GIBS B/C

V = PER APPROVED DSA CALCS

$$V = 8.330k \times 2 + 0.799k + 1.860k + 7.42k$$

$$V = 26.70k / [18.0' + 18.0' + 9.83' + 9.83']$$

$$= 26.70k$$

$$= 0.480k/l$$

Use ϕ_3 $V_{ALLOW} = 0.665k/l$
NO CHANGE

HOLD DOWNS:

WALL C-1

W_D = PER DSA APPROVED CALCS

$$OTM = 0.480k/l \times 9.83' \times 14.6'$$

$$M_P = 0.550k/l \times (9.83')^2 \times 0.5$$

$$T = \frac{66.06k-l - 0.6 \times 26.57k-l}{9.83'}$$

$$= 0.550k/l$$

$$= 66.06k-l$$

$$= 26.57k-l$$

Use Hds $P_{ALL} = 5.67k$
NO CHANGE

WALL C-2

W_D = PER DSA APPROVED CALCS

$$= 1.33' \times 21.0 \text{ PPF} + 14.0' \times 22.0 \text{ PPF}$$

M_0 = SEE WALL C-1

$$M_P = 0.308k/l \times (9.83')^2 \times 0.5$$

$$T = \frac{66.06k-l - 0.6 \times 14.82k-l}{9.83'}$$

$$= 0.308k/l$$

$$= 66.06k-l$$

$$= 14.82k-l$$

Use Hds $P_{ALL} = 7.87k$
NO CHANGE

LATERAL DESIGN: GRID D/D.2

SHEAR DESIGN

V = PER DDA APPROVED CALCULATIONS

$V = 30.785k + 23.083k$

$V_{121} = 59.47k / [30.0' + 17.33']$

$= 59.47k$
 $= 1.257k/l$



NO CHANGE

WALL D.2 (1st FUR)

$W_D =$ PER DDA APPROVED CALCS

$= 7.25' \times 21.0 \text{ pcf} + 11.75' \times 10.0 \text{ pcf} + 7.25' \times 32.0 \text{ pcf} + 1.33' \times 21.0 \text{ pcf} + 14.0' \times 10.0 \text{ pcf}$

$W_D =$

$M_o = 1.257k/l \times 17.33' \times 14.0' + 108.6k-l$

M_o FROM WALL ABOVE

$= 0.670k/l$

$M_R = 0.670k/l \times (17.33')^2 \times 0.5$

$= 507.57k-l$

$= 100.61k-l$

$T = \frac{507.57k-l - 0.6 \times 100.61k-l}{17.33'}$

$= 25.57k$



NO CHANGE

WALL D.2 (2nd FUR)

$W_D =$ PER DDA APPROVED CALCS

$W_D = 7.25' \times 21.0 \text{ pcf} + 11.75' \times 10.0 \text{ pcf}$

$= 0.290k/l$

$V_{212} = 30.785k / [30.0' + 17.33']$

$= 0.769k/l$

$M_o = 0.769k/l \times 17.33' \times 11.75'$

$= 156.60k-l$

$M_R = 0.290k/l \times (17.33')^2 \times 0.5$

$= 40.54k-l$

$T = \frac{156.60k-l - 0.6 \times 40.54k-l}{17.33'}$

$= 7.67k$



NO CHANGE

LATERAL DESIGN: GRID E/F/G
SHEARWALL F-1 A E-1

SECOND FLOOR:

PER PSA APPROVED CALCULATIONS

$W_D = \text{SEE APPROVED CALCS}$

$$M_o = 1.101 \text{ k/ft} \times 12.5' \times 12.5'$$

$$M_E = (0.173 \text{ k/ft}) (12.5')^2 \times 0.5$$

$$T = \frac{125.8 \text{ k} - 0.6 \times 15.8 \text{ k}}{12.5'}$$

$$= 17.26 \text{ k}$$

$$= 185.8 \text{ k}$$

$$= 15.8 \text{ k}$$

NO CHANGE FROM
APPROVED DRAWINGS

Use W19

1ST FLOOR:

$W_D = \text{PER PSA APPROVED CALCS}$

$$= 0.173 \text{ k/ft} + 240 \text{ pcf} \times 2.0' + 10.6 \text{ pcf} \times 20.5'$$

$$M_o = 1.614 \text{ k/ft} \times 12.5' \times 12.75' + 185.8 \text{ k}$$

$$M_E = 0.506 \text{ k/ft} \times (12.5')^2 \times 0.5$$

$$T = \frac{407.6 \text{ k} - 0.6 \times 46.1}{12.5}$$

$$= 0.506 \text{ k/ft}$$

$$= 407.6 \text{ k}$$

$$= 46.1 \text{ k}$$

NO CHANGE FROM
APPROVED DRAWINGS

Use W19 cov.

LATERAL DESIGN - GRID E/F/G

SHEARWALL E-2

SECOND FLOOR:

$N_D =$ FOR DDA APPROVED CALCULATIONS

$$= 0.5 \times 4.25' \times 18.0 \text{ PPF} + 20.0 \text{ PPF} \times 5.75' + 24.0 \text{ PPF} \times 19.5' \times 0.5 + 20.0 \text{ PPF} \times 12.5'$$

$$= 0.682 \text{ k/ft}$$

$$M_o = 1.101 \text{ k/ft} \times 14.0' \times 12.5'$$

$$= 192.7 \text{ k-ft}$$

$$M_R = 0.682 \text{ k/ft} \times (14.0')^2 \times 0.5$$

$$= 66.8 \text{ k-ft}$$

$$T = \frac{192.7 \text{ k-ft} - 0.6 \times 66.8 \text{ k-ft}}{14.0'}$$

NO CHANGE FROM APPROVED DRAWINGS

$$= 10.9 \text{ k}$$

Use #2 @ 14

FIRST FLOOR:

$$N_D = 0.682 \text{ k/ft} + 24.0 \text{ PPF} \times 0.5 \times 19.5' + 20.0 \text{ PPF} \times 12.75'$$

$$= 1.269 \text{ k/ft}$$

$$M_o = 1.614 \text{ k/ft} \times 14.0' \times 12.75' + 192.7 \text{ k-ft}$$

$$= 480.8 \text{ k-ft}$$

$$M_R = 1.269 \text{ k/ft} \times (14.0')^2 \times 0.5$$

$$= 124.4 \text{ k-ft}$$

$$T = \frac{480.8 \text{ k-ft} - 0.6 \times 124.4 \text{ k-ft}}{14.0'}$$

NO CHANGE FROM APPROVED DRAWINGS

$$= 29.0 \text{ k}$$

Use (2) #2 @ 14
(Tension) = 30.5/2

LATERAL DESIGN: GRID E/F/G

SHEARWALL H-1

GROUND FLOOR:

$$W_1 = 0.5 \times 6.5 \times [23.0 \text{ PSF}(G)] \\ + 12.5' \times [20.0 \text{ PSF}(G)] \\ + 0.5 \times 9.5' \times [24.0 \text{ PSF}(G)] \\ + 4.0' \times [20.0 \text{ PSF}(G)] = 512 \text{ lb}$$

$$W_2 = 0.5 \times 11.0' \times [23.0 \text{ PSF}(G)] \\ + 12.5' \times [20.0 \text{ PSF}(G)] \\ + 4.75' \times [24.0 \text{ PSF}(G)] \\ + 4.0' \times [20.0 \text{ PSF}(G)] = 571 \text{ lb}(G)$$

$$P_1 = 0.25 \times 51.0 \text{ PSF} \times [23.0 \text{ PSF}(G)] \\ + 0.25 \times 54.0 \text{ PSF} \times [23.0 \text{ PSF}(G)] \times 5.0' / 11.0'$$

$$P_1 = 0.45 \text{ k}(G)$$

$$M_o = 1.10 \text{ k}' \times 14.0' \times 2.5' = 192.7 \text{ k-ft}$$

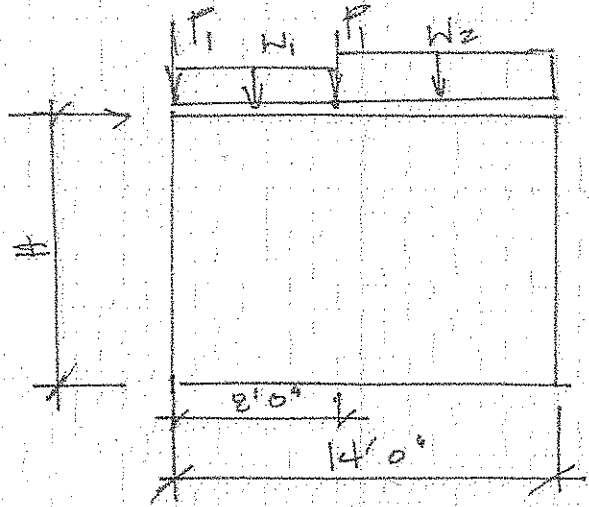
$P_{R, \text{LEFT}} = \text{PER STATION}$

EXISTING POINT LOAD AT LEFT

$P_{R, \text{RIGHT}} = \text{PER STATION}$

$$T_L = \frac{192.7 \text{ k-ft}}{14.0'} - 0.6 \times 3.26 \text{ k} = 11.4 \text{ k}$$

$$T_R = \frac{192.7 \text{ k-ft}}{14.0'} - 0.6 \times 4.12 \text{ k} = 11.2 \text{ k}$$



NO CHANGE FROM APPROVED DRAWINGS

DR HNU 14

LATERAL DESIGN: GIRD E/F/G

SHEAR WALL H-1

FIRST FLOOR:

$$W_1 = 0.5 \times 3 \frac{k}{ft} + 0.5 \times 15.5' \times [22.0 \text{ PPF}(b)]$$

$$+ 0.5 \times 9.5' \times [2.0 \text{ PPF}(b)]$$

$$+ 12.75' \times [20.0 \text{ PPF}(b)]$$

$$W_1 = 1.020 \frac{k}{ft}(b)$$

$$W_2 = 0.5 \times 1 \frac{k}{ft} + 0.5 \times 4.5' \times [22.0 \text{ PPF}(b)]$$

$$+ 0.5 \times 9.5' \times [24.0 \text{ PPF}(b)]$$

$$+ 12.75' \times [20.0 \text{ PPF}(b)]$$

$$W_2 = 1.220 \frac{k}{ft}$$

$$P_1 = 0.25 \times 140 \text{ SF} \times [22.0 \text{ PPF}(b)]$$

$$+ 0.25 \times 140 \text{ SF} \times [22.0 \text{ PPF}(b)] \times 2.5' / 14.5'$$

$$+ 0.25 \times 47.0 \text{ SF} \times [22.0 \text{ PPF}(b)] \times 2.5' / 14.5'$$

$$+ 0.25 \times 125.0 \text{ SF} \times [24.0 \text{ PPF}(b)]$$

$$+ 0.45 \frac{k}{ft}(b)$$

$$P_1 = 2.80 \frac{k}{ft}(b)$$

$$P_3 = 0.25 \times 149 \text{ SF} \times [22.0 \text{ PPF}(b)]$$

$$+ 0.25 \times 130 \text{ SF} \times [24.0 \text{ PPF}(b)]$$

$$P_3 = 2.70 \frac{k}{ft}(b)$$

$$P_2 = 0.25 \times 11 \text{ SF} \times [24.0 \text{ PPF}(b)]$$

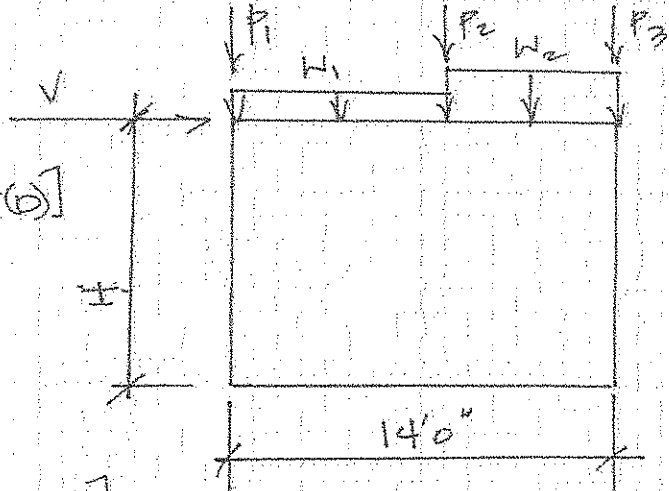
$$+ 0.25 \times 49 \text{ SF} \times [22.0 \text{ PPF}(b)]$$

$$+ 0.25 \times 49.0 \text{ SF} \times [22.0 \text{ PPF}(b)] \times 2.5' / 14.5'$$

$$+ 0.25 \times 29.0 \text{ SF} \times [22.0 \text{ PPF}(b)] \times 2.5' / 14.5'$$

$$+ 0.450 \frac{k}{ft}(b)$$

$$P_2 = 1.70 \frac{k}{ft}(b)$$



LATERAL DESIGN - GRID E/F/G

SHEARWALL H-1 (CONT.)

FIRST FLOOR:

$$M_o = 1.614 \text{ k/ft} \times 14.0' \times 12.75' + 192.7 \text{ k-ft} = 480.8 \text{ k-ft}$$

$$P_{R, \text{LEFT}} = \text{PER STATION} = 10.99 \text{ k}$$

$$P_{E, \text{RIGHT}} = \text{PER STATION} = 11.81 \text{ k}$$

$$T_{\text{LEFT}} = \frac{480.8 \text{ k-ft}}{14.0'} - 0.6 \times 10.99 \text{ k} = 27.7 \text{ k}$$

$$T_{\text{RIGHT}} = \frac{480.8 \text{ k-ft}}{14.0'} - 0.6 \times 11.81 \text{ k} = 27.3 \text{ k}$$

NO CHANGE FROM
APPROVED DRAWINGS

USE (2) #19 (Tension) = 30.57 k

LATERAL DESIGN. GRID E/F/G

SECOND FLOOR

V = PER DSA APPROVED CALCULATIONS

$$V = 7.481^k + 16.582^k + 45.286^k$$

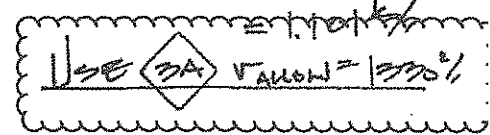
$$V = 69.349^k / [13.5' + 13.5' + 14.0' + 14.0' + 8.0']$$

$$V = 69.349^k / 63.0'$$

$$= 69.349^k$$

[ASD]

CHANGE



WALL F-3

W_D = PER APPROVED DSA CALCS

$$W_D = 24.0 \text{ PSF} \times 9.5' \times 0.5 + 20.0 \text{ PSF} \times 11.67'$$

$$= 0.407^k/l$$

$$M_o = 1.101^k/l \times 8.0' \times 11.67'$$

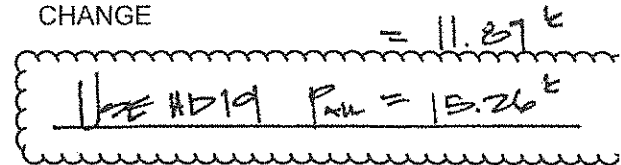
$$= 102.79^k-l$$

$$M_R = 0.407^k/l \times (8.0')^2 \times 0.5$$

$$= 13.02^k-l$$

$$T = \frac{102.79^k - 0.6 \times 13.02^k-l}{8.0'}$$

CHANGE



$$= 11.87^k$$

FIRST FLOOR

V = PER DSA APPROVED CALCS

$$V = 69.349^k + 32.322^k$$

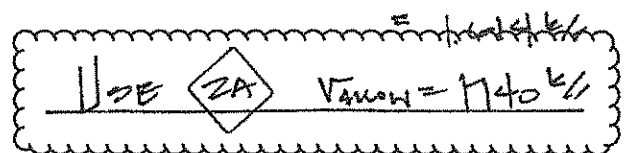
SEE ABOVE

$$V = 101.67^k / 63.0'$$

$$= 101.67^k$$

[ASD]

NO CHANGE



$$= 140^k/l$$

WALL F-3

W_D = PER DSA APPROVED CALCS

$$W_D = 0.407^k/l + 34.0 \text{ PSF} \times 9.5' \times 0.5 + 20.0 \text{ PSF} \times 12.75'$$

$$= 0.824^k/l$$

SEE ABOVE

$$M_o = 1.614^k/l \times 8.0' \times 12.75' + 102.79^k-l$$

$$= 267.42^k-l$$

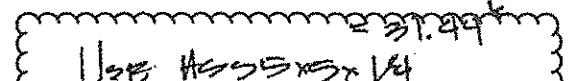
SEE ABOVE

$$M_R = 0.824^k/l \times (8.0')^2 \times 0.5$$

$$= 26.37^k-l$$

$$T = \frac{267.42^k-l - 0.6 \times 26.37^k-l}{8.0'}$$

NO CHANGE



$$= 31.49^k$$

LATERAL DESIGN: GRID E/F/G

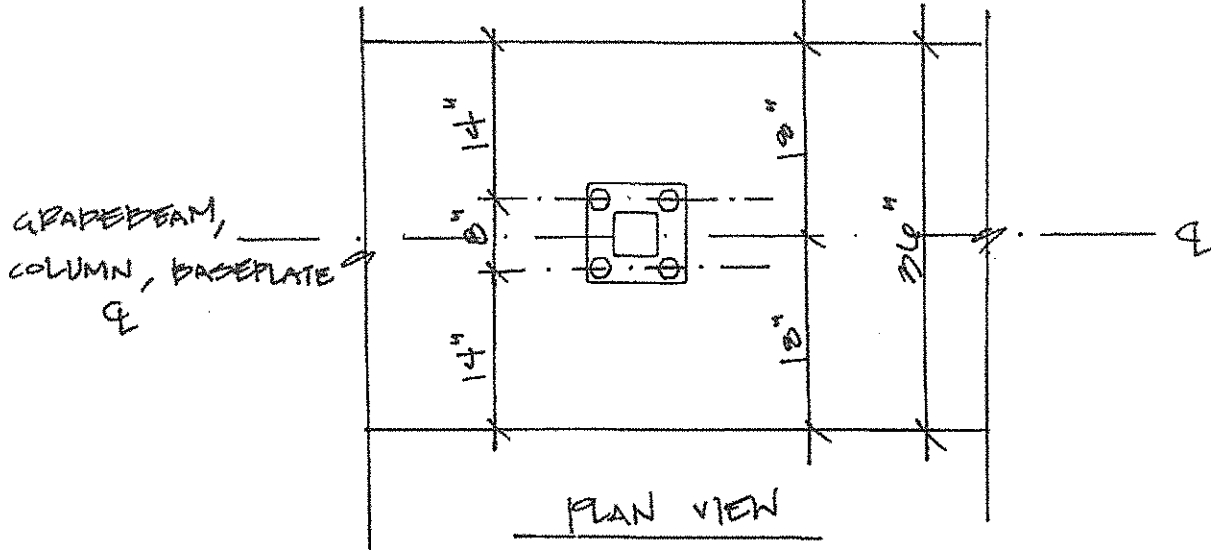
WALL F-2: ANCHORAGE

$$M_o = 207.42 \text{ k-ft} \times 1.4 = 290.39 \text{ k-ft}$$

↖ LRFD CONVERSION

$$M_R = \text{PER PREVIOUS CALCS} = 26.37 \text{ k-ft}$$

$$T = \frac{290.39 \text{ k-ft} - 0.9 \times 26.37 \text{ k-ft}}{8.0'} = 43.092 \text{ k}$$



Use 3/4" THICK BASEPLATE
w/ (4) 3/4" φ ANCHOR BOLTS
AT 12" O.C. & SUPPLEMENTAL
REINFORCEMENT.

NO CHANGE



Company:	Nishkian Chamberlain	Date:	10/19/20
Engineer:		Page:	1/4
Project:			
Address:	3710 S. Robertson Blvd, Culver City, CA 90232		
Phone:	310-853-7180		
E-mail:			

1. Project information

Customer company:
Customer contact name:
Customer e-mail:
Comment:

Project description:
Location:
Fastening description:

2. Input Data & Anchor Parameters

General

Design method: ACI 318-11
Units: Imperial units

Anchor Information:

Anchor type: Cast-in-place
Material: AB
Diameter (inch): 0.750
Effective Embedment depth, h_{ef} (inch): 12.000
Anchor category: -
Anchor ductility: Yes
 h_{min} (inch): 14.25
 C_{min} (inch): 4.50
 S_{min} (inch): 4.50

Load and Geometry

Load factor source: ACI 318 Section 9.2
Load combination: not set
Seismic design: Yes
Anchors subjected to sustained tension: Not applicable
Ductility section for tension: D.3.3.4.3 (a) 3-6 is satisfied
Ductility section for shear: not satisfied
 Ω_n factor: not set
Apply entire shear load at front row: Yes
Anchors only resisting wind and/or seismic loads: Yes

Base Material

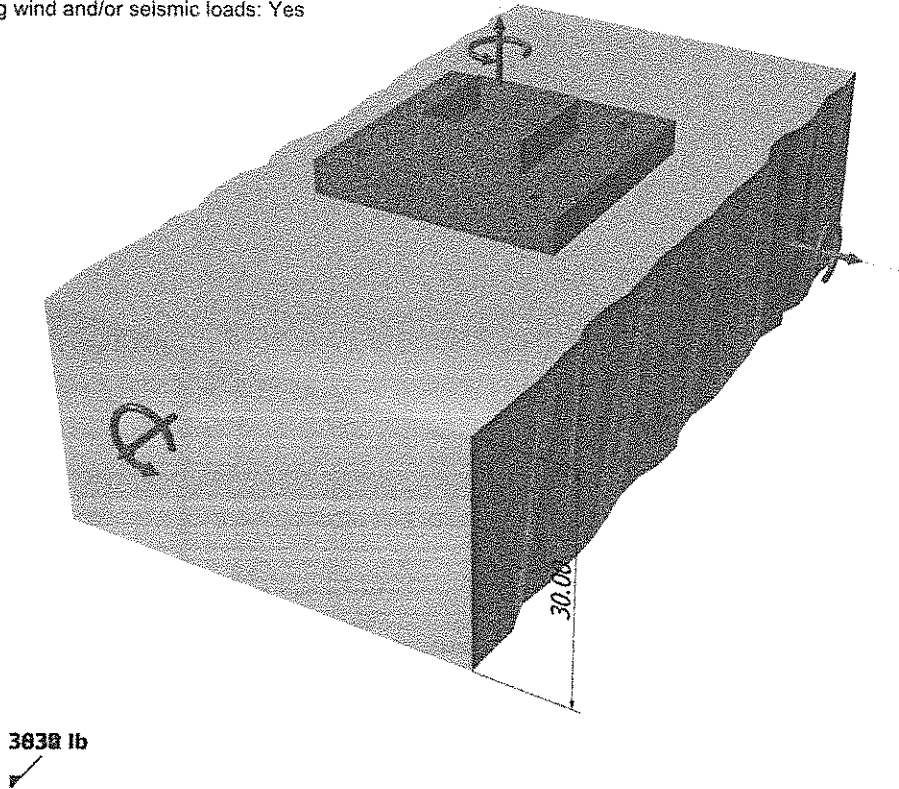
Concrete: Normal-weight
Concrete thickness, h (inch): 30.00
State: Cracked
Compressive strength, f_c (psi): 3000
 $\Psi_{c,v}$: 1.0
Reinforcement condition: B tension, B shear
Supplemental reinforcement: Not applicable
Reinforcement provided at corners: No
Do not evaluate concrete breakout in tension: Yes
Do not evaluate concrete breakout in shear: No
Ignore δ do requirement: No
Build-up grout pad: Yes

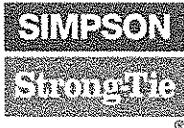
Base Plate

Length x Width x Thickness (inch): 11.00 x 11.00 x 1.50
Yield stress: 50000 psi

Profile type/size: HSS5X5X1/4

<Figure 1>



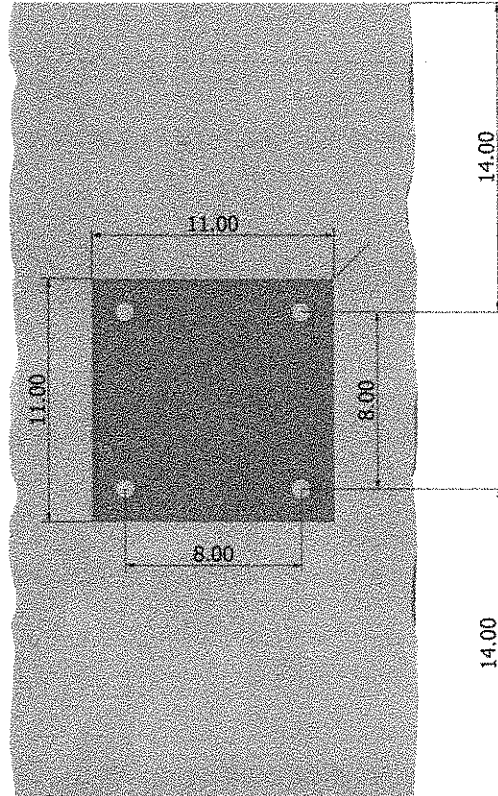


Anchor Designer™
Software
Version 2.5.6163.1

Company:	Nishkian Chamberlain	Date:	10/19/20
Engineer:		Page:	2/4
Project:			
Address:	3710 S. Robertson Blvd, Culver City, CA 90232		
Phone:	310-853-7180		
E-mail:			

1779

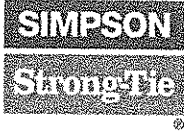
<Figure 2>



Recommended Anchor

Anchor Name: PAB Pre-Assembled Anchor Bolt - PAB6 (3/4"Ø)





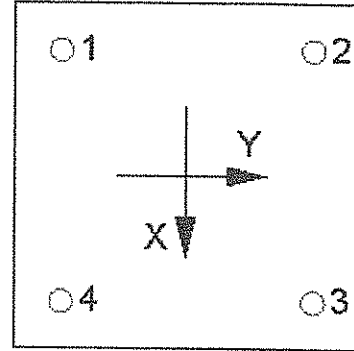
Company:	Nishkian Chamberlain	Date:	10/19/2
Engineer:		Page:	3/4
Project:			
Address:	3710 S. Robertson Blvd, Culver City, CA 90232		
Phone:	310-853-7180		
E-mail:			

3. Resulting Anchor Forces

Anchor	Tension load, N _{ua} (lb)	Shear load x, V _{uax} (lb)	Shear load y, V _{uay} (lb)	Shear load combined, √(V _{uax}) ² + (V _{uay}) ² (lb)
1	10958.0	0.0	0.0	0.0
2	10958.0	0.0	0.0	0.0
3	10958.0	0.0	0.0	0.0
4	10958.0	0.0	0.0	0.0
Sum	43832.0	0.0	0.0	0.0

Maximum concrete compression strain (%): 0.00
 Maximum concrete compression stress (psi): 0
 Resultant tension force (lb): 0
 Resultant compression force (lb): 0
 Eccentricity of resultant tension forces in x-axis, e'_{Nx} (inch): 0.00
 Eccentricity of resultant tension forces in y-axis, e'_{Ny} (inch): 0.00

<Figure 3>



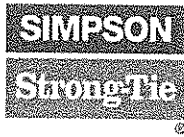
4. Steel Strength of Anchor in Tension (Sec. D.5.1)

N _{sa} (lb)	φ	φN _{sa} (lb)
19370	0.75	14528

6. Pullout Strength of Anchor in Tension (Sec. D.5.3)

$0.75\phi N_{pn} = 0.75\phi \psi_{c,p} N_p = 0.75\phi \psi_{c,p} 8A_{brg} f'_c$ (Sec. D.4.1, Eq. D-13 & D-14)

$\psi_{c,p}$	A _{brg} (in ²)	f' _c (psi)	φ	0.75φN _{pn} (lb)
1.0	3.53	3000	0.70	44528



Anchor Designer™
Software
Version 2.5.6163.1

Company:	Nishkian Chamberlain	Date:	10/19/2
Engineer:		Page:	4/4
Project:			
Address:	3710 S. Robertson Blvd, Culver City, CA 90232		
Phone:	310-853-7180		
E-mail:			

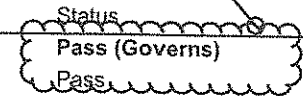
1781

11. Results

Interaction of Tensile and Shear Forces (Sec. D.7)

Tension	Factored Load, N _u s (lb)	Design Strength, φN _n (lb)	Ratio
Steel	10958	14528	0.75
Pullout	10958	44528	0.25

NO CHANGE



PAB6 (3/4"Ø) with hef = 12.000 inch meets the selected design criteria.

Base Plate Thickness

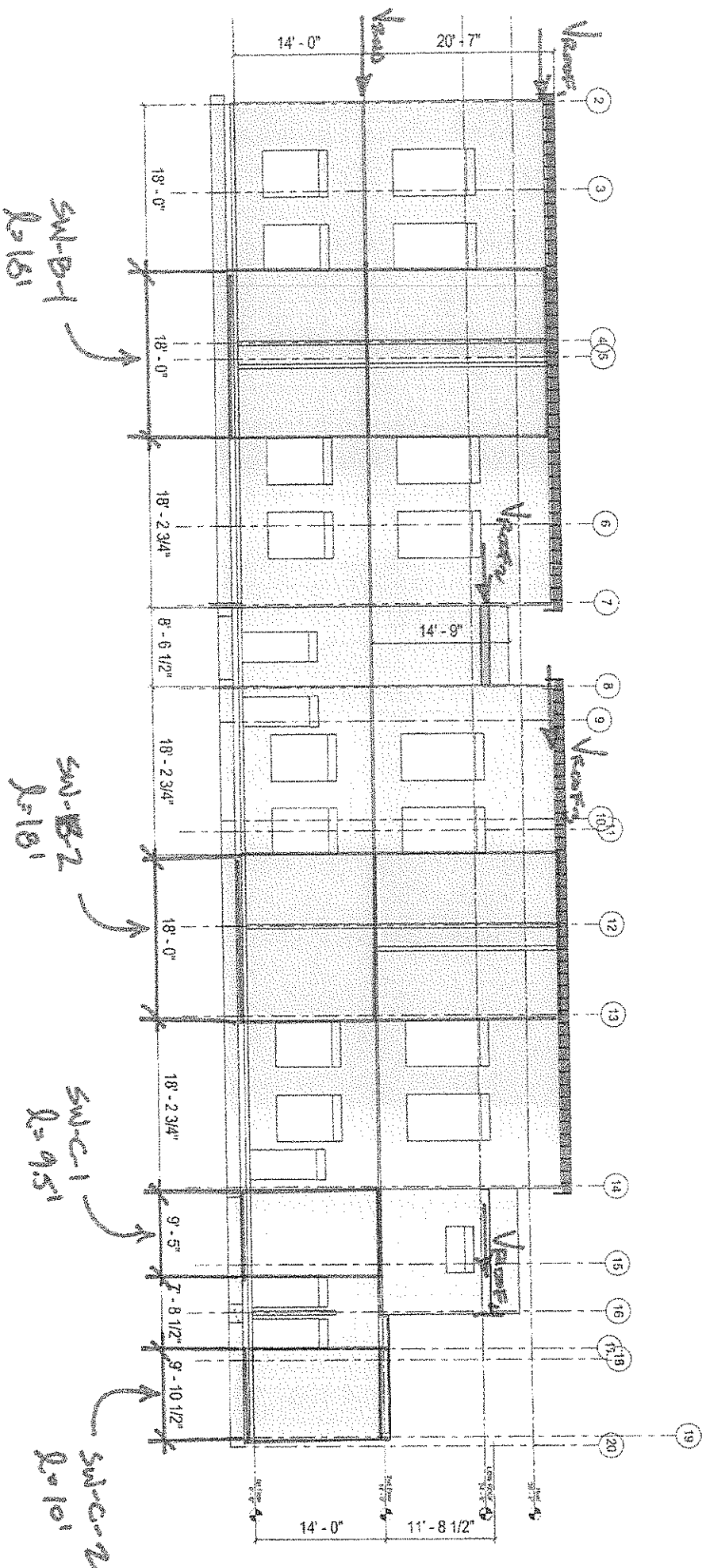
Required base plate thickness: 0.804 inch

12. Warnings

- Concrete breakout strength in tension has not been evaluated against applied tension load(s) per designer option. Refer to ACI 318 Section D.4.2.1 for conditions where calculations of the concrete breakout strength may not be required.
- Designer must exercise own judgement to determine if this design is suitable.

DSA APPROVED
CALCULATIONS

13821 Mous - GRID P/C



PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)

DSA A# 03-116806
CCD#024
SHEET 01 OF 10

**PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)**

- GRID (B) / (E)

$$\begin{aligned}
 V_{ROOF1} &= W_{R-C} (14\frac{1}{2} + 5) \\
 &= 0.699 (12') \\
 &= 8.388 \text{ k} \\
 V_{ROOF2} &= W_{R-F} (22.5/2 \times 7/14) \\
 &= 0.142 (5.625') \\
 &= 0.799 \text{ k} \\
 V_{ROOF3} &= 8.388 \text{ k} \\
 V_{ROOF4} &= W_{R-H} (15\frac{1}{2}) \\
 &= 0.240 (7.5') \\
 &= 1.800 \text{ k} \\
 V_{2ND} &= W_E (7') + W_G (4') + W_E (3') \\
 &= 0.484 (7') + 0.645 (4') + 0.484 (3') \\
 &= 7.42 \text{ k}
 \end{aligned}$$

- Shearwalls

- 2nd Floor
SW-B-1
l = 18'

ht = 20.58 ft

$$\begin{aligned}
 \sqrt{2} &= (8.388 + 0.799/2) / 18 \\
 &= 488 \text{ plf} \rightarrow \text{3 (allow = 665)}
 \end{aligned}$$

SW-B-2
l = 18'

ht = 20.58 ft

$$\begin{aligned}
 \sqrt{2} &= (8.388 + 0.799/2 + 1.800) / 18 \\
 &= 588 \text{ plf} \rightarrow \text{3 (allow = 665)}
 \end{aligned}$$

- 1st Floor

l = 18' + 18' + 9.5' + 10' = 55.5' ht = 14'

$$\begin{aligned}
 \sqrt{1} &= (8.388 \times 2 + 0.799 + 1.800 + 7.42) / 55.5 \\
 &= 483 \text{ plf} \rightarrow \text{3 (allow = 665)}
 \end{aligned}$$

**PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)**

GRID ~~B/C~~ C

- HOLD DOWN
END FLR

SNB1:
$$W_D = \frac{(22.5')^2 \times 0.5}{17.0'} \times 21.0 \text{ psf} + 14.42' \times 20.0 \text{ psf} = 625 \text{ k/ft}$$

$$OTM = 0.488 \text{ k/ft} \times 18.0' \times 14.42' = 170.6 \text{ k-ft}$$

$$O.G.M = (0.625 \text{ k/ft} \times 18.0'^2 \times 0.5) \times 0.6 = 60.8 \text{ k-ft}$$

$$UPLIFT = (170.6 \text{ k-ft} - 60.8 \text{ k-ft}) / 18.0' = 6.1 \text{ k}$$

USE HDU8 Tallow = 1.87 k

1ST FLR:

SNB2:
$$W_D = 625 \text{ k/ft} + 8.5' \times 22.0 \text{ psf} + 14.0' \times 20.0 \text{ psf} = 1177 \text{ k/ft}$$

$$OTM = 170.6 \text{ k-ft} + 0.488 \text{ k/ft} \times 18.0' \times 14.0' = 292.3 \text{ k-ft}$$

$$O.G.M = (1177 \text{ k/ft}) \times (18.0')^2 \times 0.5 \times 0.6 = 114.4 \text{ k-ft}$$

$$UPLIFT = [292.3 \text{ k-ft} - 114.4 \text{ k-ft}] / 18.0' = 9.88 \text{ k}$$

USE HDU14 P_{ALL} = 11.2 k

SNB2

SIMILAR TO SNB1

1ST FLR
SN C-1

SNB2:
$$W_D = 1773' \times 21.0 \text{ psf} + 1.33' \times 22.0 \text{ psf} + 24.0' \times 20.0 \text{ psf} = 0.550 \text{ k/ft}$$

$$OTM = (0.488 \text{ k/ft} \times 10.0') \times 14.0' = 67.6 \text{ k-ft}$$

$$O.G.M = [0.550 \text{ k/ft} \times 10.0'^2 \times 0.5] \times 0.6 = 16.5 \text{ k-ft}$$

$$UPLIFT = [67.6 \text{ k-ft} - 16.5 \text{ k-ft}] / 10.0' = 5.11 \text{ k}$$

USE HDU5 P_{ALL} = 5.07 k

SN C-2

SNB2:
$$W_D = 1773' \times 21.0 \text{ psf} + 14.0' \times 20.0 \text{ psf} = 0.308 \text{ k/ft}$$

$$OTM = (0.488 \text{ k/ft} \times 10.0') \times 14.0' = 67.6 \text{ k-ft}$$

$$O.G.M = [0.308 \text{ k/ft} \times 10.0'^2 \times 0.5] / 10.0' = 1.2 \text{ k-ft}$$

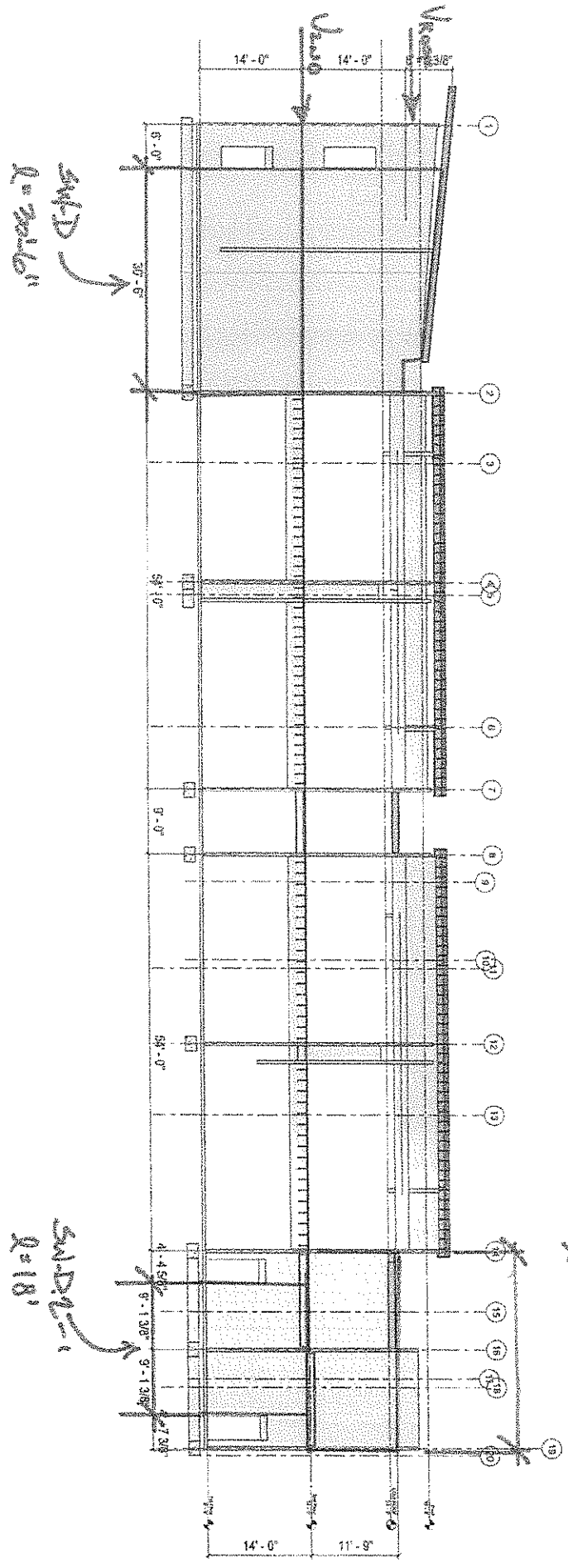
$$UPLIFT = [67.6 \text{ k-ft} - 1.2 \text{ k-ft}] / 10.0' = 5.84 \text{ k}$$

USE HDU8 P_{ALL} = 7.87 k

9881 MKUS-Sub D/D.2

DSA A# 03-116806
CCD#024
SHEET 04 OF 10

PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)



**PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)**

- GRD D / D.2

$$\begin{aligned} V_{\text{ROOF}} &= W_{R-A} (9.5') + W_{R-B} (22.5/2 - 9.5) + W_{R-C} (14'/2) \times 2 \\ &+ W_{R-D} (22.5/2 - 3) \times 2 + W_{R-F} (22.5/2 \times 7/14) \\ &+ W_{R-J} (22.5/2 - 3) + W_{R-H} (11'/2 + 3) \\ &= 0.606 (9.5) + 0.590 (1.75) + 0.699 (14) \\ &+ 0.823 (16.5) + 0.142 (5.625) \\ &+ 0.411 (8.25) + 0.240 (8.5) \\ &= 36.385 \text{ k} \end{aligned}$$

$$\begin{aligned} V_{\text{2ND}} &= W_A (3.0') + W_B (22.5'/2 - 3') + W_F (7') \\ &= 1.331 (3.0) + 1.367 (8.25') + 1.116 (7') \\ &= 23.083 \text{ k} \end{aligned}$$

- Shearwalls

- 2ND FLOOR
 $l = 30' + 26' = 56'$

$$\begin{aligned} h_t &= 17'-3" \text{ (SW-D)} \\ &= 11'-9" \text{ (SW-D.2)} \end{aligned}$$

$$V_{\text{2ND}} = 36.385 / (56')$$

$$= 0.65 \text{ k/ft}$$

2 (allow = ~~600~~ 870)

- 1st Floor

$$l = 30' + 18' = 48'$$

$$h_t = 14'$$

$$V_{\text{1st}} = (36.385 + 23.083) / 48$$

$$= 1.229 \text{ k/ft}$$

3A (allow = 1,330)

**PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)**

ABD (P) / (P.2)

- HAD DOWN
2ND FLOOR

SWD: $W_D = 1.33' \times 21.0 \text{ psf} + 14.67' \times 20.0 \text{ psf} = 0.716 \text{ k/ft}$
 $OTM = (0.650 \text{ k/ft} \times 20.0') \times 17.25' = 224.4 \text{ k}$
 $O.6PM = [0.650 \text{ k/ft} \times 20.0'^2 \times 0.5] \times 0.6 = 41.5 \text{ k-ft}$
 $UPLIFT = [224.4 \text{ k} - 41.5 \text{ k-ft}] / 20.0' = 7.96 \text{ k}$

USE HDU 11 $P_{all} = 0.54 \text{ k}$

1ST FLOOR

SWD: $W_D = 0.226 \text{ k/ft} + 1.33' \times 22.0 \text{ psf} + 14.0' \times 20.0 \text{ psf} = 0.684 \text{ k/ft}$
 $OTM = 224.4 \text{ k-ft} + 1.229 \text{ k/ft} \times 20.0' \times 14.0' = 856.8 \text{ k-ft}$
 $O.6PM = [0.684 \text{ k/ft} \times 20.0'^2 \times 0.5] \times 0.6 = 134.7 \text{ k-ft}$
 $UPLIFT = [856.8 \text{ k-ft} - 134.7 \text{ k-ft}] / 20.0' = 22.4 \text{ k}$

USE (2) HDU 14 $P_{all} = 23.9 \text{ k}$

SW- CR2

2ND FLOOR

$W_D = 1.25' \times 21.0 \text{ psf} + 11.75' \times 10.0 \text{ psf} = 0.270 \text{ k/ft}$
 $OTM = (0.650 \text{ k/ft}) \times 20.0' \times 11.75' = 190.6 \text{ k-ft}$
 $O.6PM = (0.270 \text{ k/ft} \times 20.0'^2 \times 0.5) \times 0.6 = 54.8 \text{ k-ft}$
 $UPLIFT = [190.6 \text{ k-ft} - 54.8 \text{ k-ft}] / 20.0' = 5.53 \text{ k}$

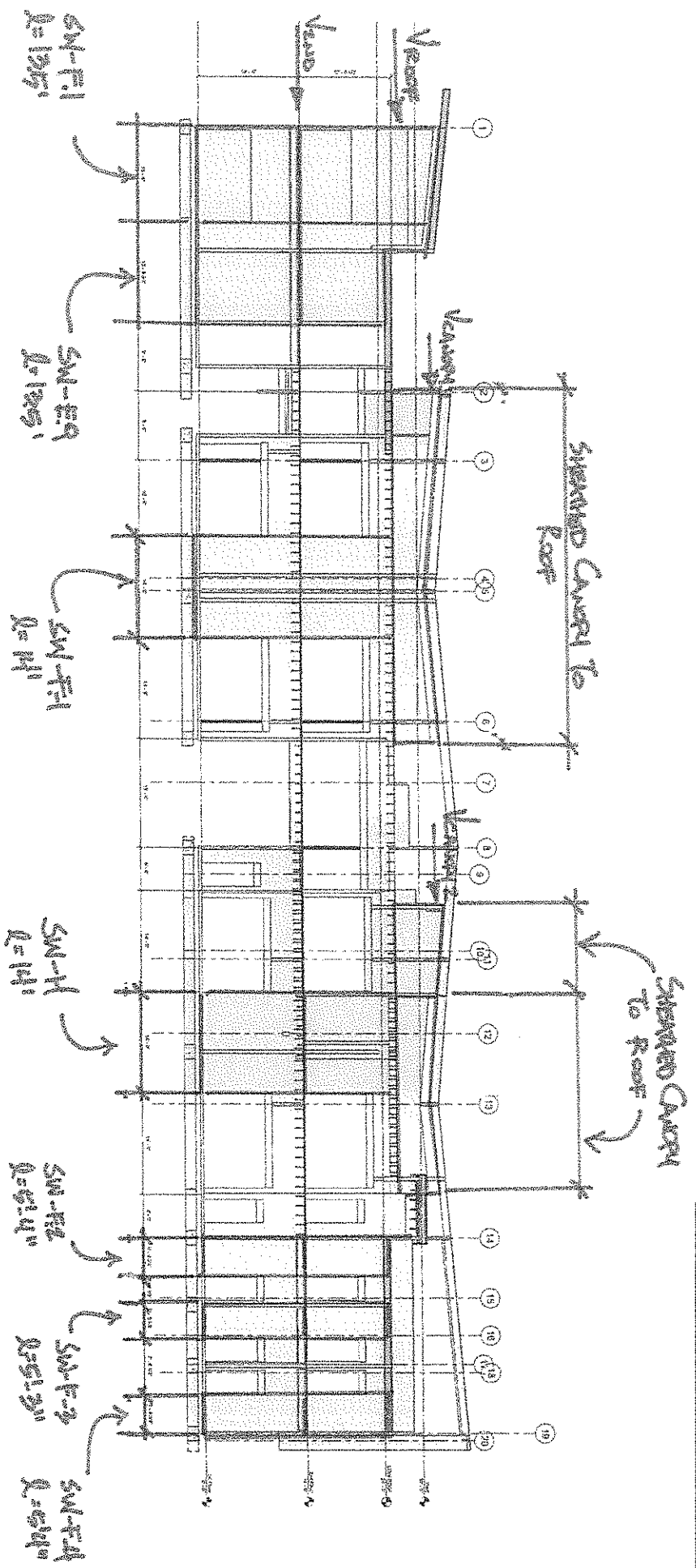
USE HDU 5 $P_{all} = 7.87 \text{ k}$

1ST FLOOR

$W_D = 0.270 \text{ k/ft} + 1.25' \times 22.0 \text{ psf} + 1.33' \times 21.0 \text{ psf} + 14.0' \times 10.0 \text{ psf} = 0.670 \text{ k/ft}$
 $OTM = 190.6 \text{ k-ft} + 1.229 \text{ k/ft} \times 14.0' \times 18.0' = 516.8 \text{ k-ft}$
 $O.6PM = (0.670 \text{ k/ft} \times 18.0'^2 \times 0.5) \times 0.6 = 65.1 \text{ k-ft}$
 $UPLIFT = [516.8 \text{ k-ft} - 65.1 \text{ k-ft}] / 18.0' = 22.4 \text{ k}$

USE (2) HDU 14 $P_{all} = 23.9 \text{ k}$

PARTIAL CALCULATIONS
 FROM DSA APPROVED CALCULATIONS
 (FOR REFERENCE ONLY)



PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)

- GRID (E) / (F) / (G)

$$V_{\text{COLUMN-1}} = 3.571 + 5.979 - 2.069 = 7.481 \text{ k.}$$

$$V_{\text{COLUMN-2}} = 10.929 + 5.658 = 16.588 \text{ k}$$

$$\begin{aligned} V_{\text{ROOF}} &= W_{R-B} (23.75/2 + 2.5 + 23.75/2) + W_{R-E} (5.75) \times 2 \\ &+ W_{R-D} (22.5/2 - 5.75) \times 2 + W_{R-F} (22.5/2) \\ &+ W_{R-G} (11') + W_{R-J} (23'/2) \\ &= 0.590 (28.25') + 0.699 (11.5') + 0.823 (11') \\ &+ 0.142 (11.25') + 0.471 (11') + 0.411 (11.5') \\ &= 45.286 \text{ k} \end{aligned}$$

$$\begin{aligned} V_{2\text{ND}} &= W_D (20.5/2) + W_C (11') + W_B (19.5/2) \\ &= 0.386 (10.25') + 1.367 (11') + 1.367 (9.75') \\ &= 32.322 \text{ k.} \end{aligned}$$

- shear walls
- 2ND FLOOR

$$l = 13.5' + (3.5' + 14.0' + 14.0' + 5.33' + 5.25' + 5.33')$$

$$= 70.92'$$

$$ht = 12.75'$$

$$V_{2\text{ND}} = (7.481 + 16.588 + 45.286) / 70.92$$

$$= 978 \text{ pF}$$

→ 4A (allow $v = 1,020$)

- 1ST FLOOR

$$l = 70.92'$$

$$ht = 14'$$

$$V_{1\text{ST}} = (7.481 + 16.588 + 45.286 + 32.322) / 70.92$$

$$= 1434 \text{ pF}$$

→ 2A (allow $v = 1740$)

**PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)**

- GRID E/F/G CONT'D
- holdowns.

- SW-F.1 $l=13.5$, $ht=12.5'$ 14'

$W_d = (24 \times 2) + (10 \times 12.5) = 245 \text{ plf}$

2ND. $OTM = 0.883 \times 13.5 \times \frac{245}{173} = 235.4 \text{ k.ft}$

$0.6RM = 0.245 \times 13.5^2 / 2 \times 0.6 = 13.4 \text{ k.ft} \cdot 9.5$

$uplift = (235.4 - 13.4) / 13.5 = 9.712 \rightarrow \text{HD014}$

ONLY FLOOR

$\rightarrow \text{Bm At East End. } 0.6M = 0.6 \left(24 \times \frac{25.75}{2} \times \frac{33.5}{2} \right) = 3.105 \text{ k.}$

$uplift_{1.4} = 9.712 - 3.105 = 6.606 \rightarrow \text{HD011}$

1st. $l=13.5$ $ht=14'$

$OTM = 140.6 + 1.338 \times 13.5 \times 14 = 393.7$

$0.6RM = (24 \times 2 + 34 \times 2 + 10 \times 26.5) \times \frac{13.5^2}{2} \times 0.6 = 20.83$

$uplift_{(WEST)} = (393.7 - 20.83) / 13.5 = 27.62 \text{ k.}$

$\rightarrow \text{DEQ HD19.}$

$uplift_{(DISE)} = 27.62 - .6 \left(24 \times \frac{25.75}{2} \times \frac{33.5}{2} \right)$

$= 26.11 \text{ k.}$

$\rightarrow \text{PBL HD19.}$

- SW-E.R. \rightarrow (Similar To SW-F.1)

$l=13.5$

2ND $uplift_{(WEST)} = 9.712 \rightarrow \text{HD014}$

$uplift_{(DISE)} = 9.712 - .6(24 \times \dots) = 3.6.606 \rightarrow \text{HD011.}$

1st.

**PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)**

— E/F/G.

F₁ HDU 14 HDU 14
(2) HD 19 (2) HD 19.

E₃ HDU 11 HDU 14
(2) HD 19 (2) HD 19.

F₁ 1

$$W_{d2} = (18 \times 9.25 / 2) + (20 \times 5.75) + (24 \times 19.5 / 2) + (20 \times 12.5) = 682$$

$$W_{d1} = 682 + (34 \times 19.5 / 2) + (20 \times 4) = 1,294$$

OTM₂ = .883 × 14 × 12.5 = 154.5
 0.6 RM = 0.6 (682 × 4.7 / 2) = 40.1
 uplift = 8.173 k.
 → HDU 14.

OTM₁ = 154.5 + 1.339 × 14 × 14 = 416.9.
 0.6 RM = 0.6 (1,294 × 4.7 / 2) = 76.1

uplift = 24.35 k.
 → (2) HD 19.

H SAME. but little larger.

F-2, F-3, F-4. Wt = 11.67'

$$W_{d2} = 24 \times 9.5 / 2 + 20 \times 11.67 = 407$$

$$W_{d1} = 407 + (34 \times 9.5 / 2 + 20 \times 4) = 818$$

OTM₂ = .883 × 5.85 × 11.67 = 549.5
 OTM₁ = 549.5 + 1.339 × 5.85 × 5.85 = 154.9
 0.6 RM = 724 × 3.47 = 2512.18
 0.6 RM = 320 × 3.47 = 1110.4



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 151 R1

Date: 7/1/2019

DESCRIPTION OF WORK

RFI 255 new base plates column 119C2 & 121C3

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-1,898
	Subtotal:	-1,898

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
RFI 255 new base plates column 119C2 & 121C3. Please provide clarifications requested on page 2. See pages 3 and 4, for your reference. NC Response: See comments on submitted plan sheet. Contractor shall inform SEOR of any connection that is not feasible. By: DY/NC 08/22/18 Note: Contractor/sub-contractor is responsible for coordinating RFI response with previous RFI responses. SEOR shall be informed of any discrepancy so SEOR may address. NC Additional Response: See comments provided in PURPLE for additional information requested by Contractor. By: DY/NC 08/23/18 NC Revised Response R2: Per site visit on 08/27/18, revised responses provided in ORANGE. These revisions noted in orange should not affect beam lengths. SEOR shall be informed prior to commencement of work if this is not the case. By: DY/NC 08/28/18	C. A. Buchen Corp	1,898
	Subtotal:	1,898

Total Change Order Request Amount 0

ACKNOWLEDGEMENT



CONTINGENCY ALLOCATION REQUEST

Oxnard School District

Bernards Bros. Inc.

Jose Arche

Signature

Jose Arche - CSDA

Printed Name & Title

07/09/2019

Date

Signature

Printed Name & Title

Date

To: Bernards Builders

Regarding project:

Marshal E.S

Attn: Rebecca Miller

Job#: SE-A190

Date: 11/9/2018

Request for change order # 33

Per RFI 255 and submittal 158-051200-0: Fabricate (2) new base plates and field weld onto coulmns 119C2 and 121C3 on the job. No special trip figured

1	<u>Project coordination</u>	2	hr @	\$ 80.00		\$160
2	<u>Field measure</u>		hr @	\$ 80.00		\$0
3	<u>Detailing</u>	3	hr @	\$ 80.00		\$240
	<u>Foreman Standard</u>	3	hr @	\$ 91.85		\$276
	<u>Foreman Overtime</u>		hr @	\$ 121.02		\$0
	<u>Journeyman Standard</u>	6	hr @	\$ 86.80		\$521
	<u>Journeyman Overtime</u>			\$ 113.44		\$0
4	<u>Shop labor</u>	3	hr @	\$ 86.40		\$259
7	Materials:					
	# W.F			\$ 0.60 /lb		\$0
8	# PL/HSS	24		\$ 0.75 /lb		\$18
9	Channel			\$ 0.75		\$0
10	M. Channel			\$ 1.00		\$0
11	<u>Galvanizing</u>		Lb	\$ 1.00 /lb		\$0
	<u>Zinc Primer</u>		Lb	\$ 1.00 /lb		\$0
12	Buy outs:					
	Cane Bolts			\$ -		\$0
13	Casters			\$ -		\$0
14	Hinges			\$ -		\$0
15	Deck			\$ -		\$0
16	Mesh Panels			\$ -		\$0
17	<u>Delivery&Pickup</u>		round trip	\$ 320.00		\$0
	<u>Semi Delivery</u>		round trip	\$1,100.00		\$0
18	<u>Crane</u>		hr @	\$ - varies		\$0
19	<u>Crane in/out</u>			\$ - vary per crane size		\$0
20	<u>Man lift</u>		day @	\$ - varies		\$0
21	<u>8K - Fork lift</u>		day @	\$ 300.00 plus delivery		\$0
22	Field equip:					
	<u>Stick weld</u>		hr @	\$ 20.00 (250cc)		\$0
23	<u>Innershield</u>	3	hr @	\$ 25.00 (300- 400cc)		\$75
24	<u>F.P. inshield</u>		hr @	\$ 25.00 (650cc)		\$0
25	<u>Snap off gun</u>		hr @	\$ 80.00		\$0
26	<u>Working field truck w/tools</u>	3	hr @	\$ 25.00 Field equip & Rigging		\$75
27	<u>Air compressor</u>		day @	\$ 100.00		\$0
28	<u>Burning outfit</u>	25	a day			\$25
29	<u>Special equipment</u>		hr @	\$ 9.00 Air-arc		\$0
30	<u>Special equipment</u>		day @	\$ 70.00 Fire blanket shield		\$0
					Subtotal	\$1,649
	<u>Tax on materials & galvanizing (9.5%)</u>					\$2
	Profit & Overhead			15%		\$248
					Total this change order	\$1,898

IRONWORKERS LABOR RATES (STRUCTURAL STEEL)
thru 6/30/18

1796

EFFECTIVE Jan 1 thru June 30, 2018

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
WAGE RATES	40.70	61.05	81.40
VACATION	4.00	4.00	4.00
SUBTOTAL BASIC RATES	44.700	65.050	85.400
PAYROLL TAXES			
FICA (6.2%)	2.77	4.03	5.29
MEDICARE (1.45%)	0.65	0.94	1.24
FUTA (.60%)	0.27	0.39	0.51
SUTA (6.20%)	2.77	4.03	5.29
ETT (0%)	0.00	0.00	0.00
SUBTOTAL PAYROLL TAXES (14.45%)	3.69	5.37	7.05
WORKMEN'S COMP (22%)	8.59	12.45	16.31
GENERAL LIABILITY (8%)	2.97	4.64	6.08
FRINGE BENEFITS			
HEALTH & WELFARE	9.55	9.55	9.55
PENSION	13.32	13.32	13.32
TRAINING (APPRENTICESHIP)	0.72	0.72	0.72
ANNUITY	2.21	2.21	2.21
MISC	0.655	0.655	0.655
SUBTOTAL BENEFITS (67%)	26.455	26.455	26.455
ACTUAL COST PER LABOR HOUR	86.40	113.96	141.29

Note: All equipment will be charged at standard rental rates + 15%



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 255

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 08-23-18

Discipline: Structural

Subject: Clarification of Deck Connections

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-212		

QUESTION

Please provide clarifications requested on page 2. See pages 3 and 4, for your reference.

ANSWER

NC Response:

See comments on submitted plan sheet. Contractor shall inform SEOR of any connection that is not feasible. By: DY/NC 08/22/18

Note: Contractor/sub-contractor is responsible for coordinating RFI response with previous RFI responses. SEOR shall be informed of any discrepancy so SEOR may address.

NC Additional Response:

See comments provided in PURPLE for additional information requested by Contractor.
By: DY/NC 08/23/18

NC Revised Response R2:

Per site visit on 08/27/18, revised responses provided in ORANGE. These revisions noted in orange should not affect beam lengths. SEOR shall be informed prior to commencement of work if this is not the case.

By: DY/NC 08/28/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
JF Construction Corp	John Ferrante	8/23/2018

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: John Ferrante - JF Construction Corp - Author Number:

Submitted By: John Ferrante - JF Construction Corp



REQUEST FOR INFORMATION

RFI No.: 255

To: Jose Arche
 Company: CSDA Design Group
 Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 08-21-18
 Discipline: Structural

Subject: Clarification of Deck Connections

Response Requested By: 08-28-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-212		

QUESTION

Please provide clarifications requested on page 2. See pages 3 and 4, for your reference.

ANSWER

NC Response:

See comments on submitted plan sheet. Contractor shall inform SEOR of any connection that is not feasible.

By: DY/NC 08/22/18

Note: Contractor/sub-contractor is responsible for coordinating RFI response with previous RFI responses. SEOR shall be informed of any discrepancy so SEOR may address.

NC Additional Response:

See comments provided in **PURPLE** for additional information requested by Contractor.

By: DY/NC 08/23/18

NC Revised Response R2:

Per site visit on 08/27/18, revised responses provided in **ORANGE**. These revisions noted in orange should not affect beam lengths. SEOR shall be informed prior to commencement of work if this is not the case.

By: DY/NC 08/28/18

Response Provided By: _____

Name

Jose Arche, CSDA

Company

08-22-18

Date

Question Initiated By: John Ferrante - JF Construction Corp - Author Number:

Submitted By: John Ferrante - JF Construction Corp

JF CONSTRUCTION CORP.

1459 Thousand Oaks Blvd H4
Thousand Oaks, CA 91362

Phone: (805) 496-9255

Fax: (805) 497-8334

Email: jfframing@gmail.com

From: John

REQUEST FOR INFORMATION

Job #

RFI#

JOB NAME: MARSHALL CLASSROOM

DATE: 8-20-18

URGENT: _____ YES

ANSWER NEEDED BY: _____ ASAP

POSSIBLE COST IMPACT:

CC:

BERNARD BROS CONSTRUCTION**RE: ROUGH CARPENTRY**

Phone:

Fax:

Sheet S-212

1. Grid 19&H Identify the 6x10 connection
2. Grid 20.2 & K.2. Identify connection of 6x10
3. Grid 19&J Identify the 6x10 connection
4. Grid 19&J.2 Identify the 6x12 connection to the 6x10
5. Grid 17&G, H, I.1 and J.2 Identify the 6x10 connections
6. Grid 16.6&J.2 Identify 6x10 to 5 1/8x12 connection
7. Grid 17&H Identify 5 1/8x16.5 to 5 1/8x21 connection
8. Grid 10&J.1 Identify the 6x10 connection
9. Grid H&7.8, 8, 9. Identify 4x10 and 6x10 connection
10. Grid 3&H 6x10 to 5 1/8x15 Identify connection
11. Please provide maximum padding in CC buckets to plain beam heights. At this point, we have 7" at Grid G&3 where 5 1/8x16.5 to 6x10
12. Grid 6.3&E This corner area, at this point, has 4 studs reflecting RFI 208. How is the 5 1/8x15 connected at this corner.
13. RFI 233 Please identify hanger types and provide 6x12 to 3x10 ledger connection
14. Grid 16.6 & J. Identify connection of 5.125x12 GLB to 5.125x15 GLB
15. Grid 3&G Identify 5 18x15 to 5 1/8x18 connection
16. Grid 8&H Identify 4x10 and 6x10 to 6x10 connection
17. Grid 8&F.8 Identify 6x10 to ledger connection
18. Grid 14 &F.8. Identify connection of 5.125x15GLB to 3x10 ledger
19. Grid 16.6 & K.2, Grid 20.2 and K.2. Identify connection of 5.125x12 GLB 5.125x12GLB and 6x10
20. Detail 2/S600D calls for a 6x10 beam with hanger. Specify hanger.
21. Verify standard hanger type HU is acceptable at all solid sawn beam locations in exterior deck.
22. Provide connection of 4 beams at Grid 17 & J.

USE HANGERS SPECIFIED ON SUBMITTED PLAN SHEET(PAGE 3/4). DY/NC 08/23/18

Item	Gridlines	Beam	Connection	Count	Comments
1	19/H	6x10	?	?	
2	20.2/K.2	6x10	?	?	
3	19/J	6x10	?	?	
4	19/J.2	6x12 to 6x10	Hu1 - "HUC 610"	?	Per submittal 143-06 1733
5	17/G, 17/H, 17/I, 1, 17/J.2	6x10	?	?	
6	16.6/J.2	6x10 to 5.125x12	?	?	
7	17/H	5.125x16.5 to 5.125x21	?	?	
8	10/J.1	6x10	?	?	
9	H/7.8, H/8, H/9	4x10 and 6x10	?	?	
10	3/H	6x10 to 5.125x15	?	?	
13	2/E - 2/H	6x12 to 3x10 ledger, and specify hanger types	?	?	
14	16.6/J	5.125x12 GLB to 5.125x15 GLB	Hu4 - HU3514	?	Per submittal 143-06 1733
15	3/G	5.125x15 to 5.125x18	?	?	
16	8/H	4x10 to 6x10 and 6x10 to 6x10	?	?	
17	8/F.8	6x10 to ledger	?	?	
18	14/F.8	5.125x15GLB to 3x10 ledger	?	?	
19	16.6/K.2, 20.2/K.2	5.125x12 GLB, 5.125x12 GLB and 6x10	Hu4 - HU3514	?	Per submittal 143-06 1733
Item	Gridlines	Beam	Clarification		Comments
11		Please provide maximum padding in CC buckets to plain beam heights. At this point, we have 7" at Grid G&3 where 5.1/8x16.5 to 6x10			
20	Detail 2/S600D	Detail 2/S600D calls for a 6x10 beam with hanger. Specify hanger.			
21		Verify standard hanger type HU is acceptable at all solid sawn beam locations in exterior deck.			



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 224 R1

Date: 7/10/2019

DESCRIPTION OF WORK

New walkway at fire lane at gate

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
New walkway at fire lane at gate		-1,777
	Subtotal:	-1,777

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
New walkway at fire lane at gate	B&M Contractors Inc	1,777
	Subtotal:	1,777

Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

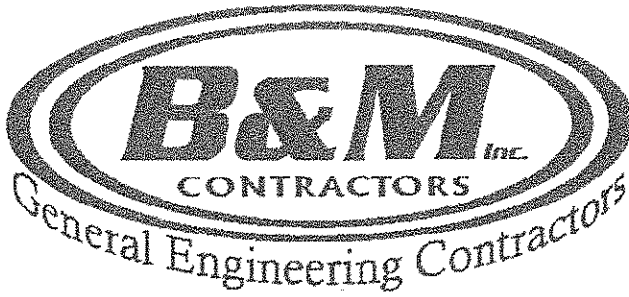
Signature

Printed Name & Title

Printed Name & Title

Date

Date



114
1803
7/5/2019

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
7

Description of New Work Requested	Quantity	Rate	Amount
Job Address: Marshall ES			
Additional work requested: Description: New walkway from existing school to new firelane per emailed sketch 6/25/19, remove 6' of existing curb, provide and compact 4" of base, form for new walk, provide and place #3 rebar @ 18 OCEW, pour natural grey concrete, finish with a broom finish.			
Foreman - Supervise/Layout 1 hr	1	85.00	85.00
Equipment - Saw/Chipping Hammer 3 hrs	3	55.00	165.00
Mason - Demo/ Remove Curb	3	65.04	195.12
Base Material - 3 tons	3	30.00	90.00
Mason - Grade/spread/compact base	1	65.04	65.04
#3 Rebar	75	0.80	60.00
Mason - Install/tie rebar	1	65.04	65.04
Lumber	1	75.00	75.00
Mason - Setup/form	1	65.04	65.04
Concrete	2	110.00	220.00
AB-219 Fee	1	150.00	150.00
Conc Pump-per cy	2	25.00	50.00
Mason - Pour/finish	4	65.04	260.16
Subtotal			1,545.40
Office & administration		15.00%	231.81
Total			\$1,777.21

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt.
 An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____

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

#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 (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR

Bernards
By: Rick Fochtman

By: Rick Falt

Title: Executive Vice President

Date: 8/29/2017

THE DISTRICT

Oxnard School District,
a California school district
By: Lisa A. Franz, Director, Purchasing

By: Lisa A. Franz

Title: Director, Purchasing

Date: 9-7-17

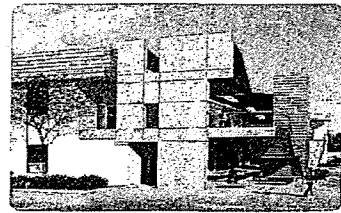
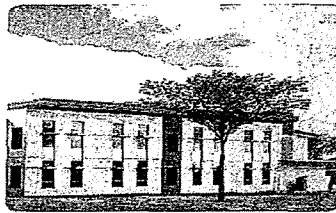
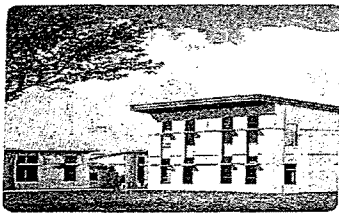
- 18 -

#17-117

EXHIBIT A

Scope of Work (Plans & Specifications)

Marshall New Classroom Building



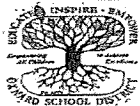
100% Construction Documents Package

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

1823

#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

1824

#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

1825

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

1828

EXHIBIT A, continued

	100% DISTRICT SUBMITTAL MARSHALL NEW CLASSROOM BUILDING <small>2950 THURGOOD MARSHALL DR. OXNARD, CA 93036</small> OXNARD SCHOOL DISTRICT	VOLUME I
DSA FILE NO. 56-22	DSA APPLICATION NO. 03-116806	PTN NO. 72538-91

DRAWING INDEX

VOLUME I	VOLUME II	
01- GENERAL G-001 COVER SHEET, INDEX, SCOPE OF WORK, VICINITY MAP G-002 GENERAL NOTES, ABBREVIATIONS, SYMBOL LEGEND G-003 FIRE LIFE SAFETY SITE PLAN G-004 ACCESSIBILITY SITE PLAN G-005 BUILDING CODE ANALYSIS G-006 SIGNAGE & FIRE EXTINGUISHER PLANS 6 03-CIVIL C-001 GENERAL NOTES C-002 LEGEND AND ABBREVIATIONS C-101 DEMOLITION PLAN C-102 DEMOLITION PLAN C-103 DEMOLITION PLAN C-201 SITE CONTROL PLAN C-202 SITE CONTROL PLAN C-203 SITE CONTROL PLAN C-204 STRIPING PLAN C-300 COMPOSITE GRADING PLAN C-301 ENLARGED GRADING PLAN C-302 ENLARGED GRADING PLAN C-303 GRADING SECTIONS C-304 GRADING SECTIONS C-401 SITE UTILITY PLAN C-402 SITE UTILITY PLAN C-403 SITE UTILITY PROFILE C-404 SITE UTILITY PROFILE C-701 MISCELLANEOUS DETAILS C-702 MISCELLANEOUS DETAILS C-703 MISCELLANEOUS DETAILS C-704 MISCELLANEOUS DETAILS 22 04- LANDSCAPE L-1 IRRIGATION PLAN L-2 PLANTING PLAN L-3 IRRIGATION & PLANTING DETAILS L-4 IRRIGATION & PLANTING SPECIFICATIONS 4 05- STRUCTURAL S-101 GENERAL NOTES S-101A GENERAL NOTES & ABBREVIATIONS S-211 FOUNDATION PLAN S-212 2ND FLOOR FRAMING PLAN S-213 ROOF FRAMING PLAN S-214 CANOPY ROOF FRAMING PLAN S-400 TYPICAL CONCRETE DETAILS S-400A TYPICAL CONCRETE DETAILS S-401 FOUNDATION DETAILS S-600 TYPICAL WOOD DETAILS S-600A TYPICAL WOOD DETAILS S-600B TYPICAL WOOD DETAILS S-600C TYPICAL WOOD DETAILS S-600D TYPICAL WOOD DETAILS S-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	06- ARCHITECTURAL A-101 SITE PLAN A-102 ENLARGED SITE PLAN A-103 ENLARGED SITE PLAN A-104 SITE DETAILS A-105 SITE DETAILS A-111 FIRST FLOOR PLAN A-112 SECOND FLOOR PLAN A-121 FIRST FLOOR REFLECTED CEILING PLAN A-122 SECOND FLOOR REFLECTED CEILING PLAN A-131 ROOF PLAN A-210 EXTERIOR ELEVATIONS A-211 EXTERIOR ELEVATIONS A-220 INTERIOR ELEVATIONS A-221 INTERIOR ELEVATIONS A-222 INTERIOR ELEVATIONS A-223 INTERIOR ELEVATIONS A-224 TOILET INTERIOR ELEVATIONS A-310 BUILDING SECTIONS A-311 BUILDING SECTIONS A-320 WALL SECTIONS A-321 WALL SECTIONS A-322 WALL SECTIONS A-410 ENLARGED FLOOR PLANS A-411 ENLARGED FLOOR PLANS A-420 VERTICAL CIRCULATION PLANS & SECTIONS A-421 VERTICAL CIRCULATION PLANS & SECTIONS A-500 ROOF DETAILS A-501 ROOF DETAILS A-510 EXTERIOR ENVELOPE DETAILS A-520 WINDOW/DOOR DETAILS A-521 DOOR DETAILS A-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 10- PLUMBING P-001 LEGENDS, NOTES, AND SCHEDULES P-101 PLUMBING SITE PLAN P-111 FIRST FLOOR PLAN P-112 SECOND FLOOR PLAN P-131 ROOF PLAN P-411 ENLARGED FLOOR PLAN P-511 PLUMBING DETAILS 7 11- FIRE PROTECTION FP-001 SITE PLAN & NOTES FP-002 FIRST FLOOR PLAN FP-003 SECOND FLOOR PLAN FP-004 BUILDING SECTIONS FP-005 MISCELLANEOUS DETAILS 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

Subcontracted Direct Costs			\$ 6,775,280
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	General Conditions		1,287,702
	General Requirements		3,250
	Subtotal		8,066,232

	Contractor Controlled Insurance Program	1.25%	100,828
	Builders Risk Insurance		By Owner
	General Contractor Bond	0.85%	69,420
	Subtotal		8,236,479

	Contractor Fee	5.00%	411,824
	Subtotal		8,648,303

	Contractor Contingency	4.00%	345,932
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Total Contract Amount			\$ 8,994,236
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ALLOWANCES

Marshall Classroom Building
Oxnard School District
2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP
July 20, 2017

Allowances Included in Proposal		
1	Natural gas service line.	\$ 50,000
2	Furnish and install new Gate G assembly including hardware	\$ 10,000
3	Temporary power during SCE electrical service switch-over in Summer of 2018.	\$ 25,000
TOTAL ALLOWANCES		\$ 85,000



QUALIFICATIONS & ASSUMPTIONS

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP

July 20, 2017

The following items provide additional clarifications regarding the scope of work included in the Proposal:	
1	All Testing and inspection including shop inspection. All testing and inspection will be performed by the authority having jurisdiction or a third party hired by the owner.
2	GMP excludes all permanent connection or use fees by outside utility companies.
3	Settlement surveys of adjacent properties or utilities are excluded.
4	Owner's FFE items - GMP does not include furnishing, installation, unloading / hoisting or storage of Owner's FF&E.
5	Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see detail 4/A-541 (no sheet A-541 provided) at Elevators, is excluded.
6	Does not include Owner's mobile shelf units, rolling desks, or similar non-fixed furniture.
7	Natural gas service line to new building not shown on Site Utility Plan C-401,402,403,404 or P-sheets is not included, but is addressed by allowance.
8	Using Metal Sales Standing Seam roof in lieu of AEP Span Span-Lock per specifications.
9	Window blinds are not included at the sectional doors, only at the classroom windows even though they are not shown.
10	Epoxy grout is not included at ceramic tile.
11	Vapor emission treatment at concrete floors is not included.
12	TV brackets are OFCI. Televisions or monitors are not included.
13	Specification Section 23 25 00 - Water Treatment is excluded.
14	Hazardous or contaminated soils handling or removal, or removal of any existing underground tanks or appurtenances, is excluded.
15	No standing guard service is included for school site during the Edison rework of the main power. District to provide guard service.
16	Existing handball walls will be demolished (total of 5). GMP does not include any replacement of these ball walls.
17	GMP does not include any seal and re-stripe of existing asphalt play courts - not shown on plans.

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
		Building	
CCD	ARC.1	Replace 8'6"x13' sectional roll up doors with smaller sized aluminum glazed window frames and plaster walls	JA to prepare elevation replace (10) sectional OH doors with windows in punched openings of a plaster wall and drywall wall Update 06/23/17: Sketched due 06/30/17 Update 7/6/17: Sketches received from CSDA and circulated to subs for pricing. Requested responses by no later than 7/10/17. Update 7/18/17: Clarification to aluminum window type and glass type received from CSDA and subs have provided their proposals.
CCD	ARC.2	Eliminate Smoke Containment doors at elevators, possibly not required	JA to call FLS plan checker to determine if these can be eliminated. Update 06/23/17: CCD-A to delete smoke doors shall be prepared by 06/30/17 and submitted when DSA Box is set up.
	ARC.3	Eliminate sliding markerboards, keep recessed wall space for mobile shelf units.	After discussion with the team this part of the programmatic design which cannot be eliminated. TM to work with bidders on how to reduce the cost of the current design Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacting this programmatic element Update 7/6/17: Revised pricing received from Nelson Adams for sliding markerboards @ 6' in height, same widths as shown on interior elevations. VE credit combined with ARC.4 Additional cost for painting exposed wall surfaces are combined with ARC.3
	ARC.4	Decrease size of floor to ceiling markerboard and tackboard surfaces	JA to prepare revised elevation to reduce the height of the wall mounted markerboards and acoustical tackboard Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacted this programmatic element Update 7/6/17: Revised pricing received for wall markerboards @ 6' in height, same widths as shown on interior elevations. VE credit combined with ARC.3 Additional cost for painting exposed wall surfaces are combined with ARC.3. Update 7/7/17: Jeremy C. provided clarification that sliding markerboards will not change in size. Carl will follow up with Nelson Adams to revise their VE proposal based on this information. Update 7/18/17: Revised pricing received from Nelson Adams. All sliding markerboards remain full height as shown on the drawings, wall markerboards and tackboards will become 6' in height.
	ARC.5	Eliminate acoustical wall panels in upper clerestory areas	JA to revise RCP to delete acoustical wall panels in upper clerestory. JA to incorporate use of acoustical ceiling panels on vertical surfaces. Update 06/23/17: SB directed JA to delete acoustical wall panels in the clerestory walls. TM to confirm \$30K saving Update 7/6/17: Credit provided for deleting these panels in the clerestory wall areas. Additional cost for painting exposed wall surfaces are also provided.
	ARC.6	Eliminate wall tile behind lockers in Rooms 111 & 114.	After discussion with the team it was determined that all tile will be eliminated from the scope of work in the changing rooms. See ARC.18 below
	ARC.7	Lower height of wainscot tile in restrooms to 4' high	RS to provide pricing for proposed revision Update 06/23/17: Pricing for credit received from Silverado Tile.
	ARC.8	Eliminate floor tile in Toilet and changing rooms. Replace with a sealed concrete finish.	See ARC 18 below

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

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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

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.26	Door Hardware Savings (hinges, etc.)	Scott B. requested a door hardware cost savings for use of butt hinges instead of the specified continuous hinges. Scott will forward a copy of District hardware standards to Carl for discussion with the subcontractor for any potential savings.
	ARC.27	Plumbing VE Savings	Carl M. will contact the low bid plumbing subcontractor to discuss any potential cost saving items.
	SIT.1	Eliminate construction of (5) CIP concrete seat benches, District to provide benches	SB accepted deletion. Finalize credit to GMP Update 7/6/17: Credit for deleted concrete benches requested from subcontractor. Update 7/18/17: Credit proposal received from subcontractor.
	SIT.2	Remove PCC Pavers and concrete sub-slab for pavers, leave existing AC paving.	SB accepted deletion. Finalize credit to GMP Update 7/6/17: Credit for deleted concrete pavers and sub slab requested from subcontractor. Update 7/18/17: Credit proposal received from subcontractor.
CCD	SIT.3	Remove raised planter walls - concrete, rebar, waterproofing and landscaping & irrigation	After discussion it was determined to eliminate all raised planters but retain all landscaping at grade. RS to finalize credit for deletion of raised planters JA to provide revised design for landscaping at grade for pricing Update 7/18/17: Credit proposal received from subcontractors for deleted raised planters. Revised landscape drawings not provided, no change in cost proposed for landscaping at planters.
CCD	SIT.4	Remove concrete mow strip, replace with natural grass	JA to review with DSA the need to 6' mow strip with plan checker Update 06/23/17: JA to submit CCD to delete 6' mow strip Update 7/6/17: Pricing has been requested from subcontractor for revising mow strip from 60" to 12" wide. Update 7/18/17: Credit proposal received from subcontractor.
	SIT.5	Delete gravity wall, use curb	JA to review with Civil if gravity wall can be deleted. This would me budget funds to delete the demolition of the ball walls could be removed. Update 06/23/17: JA to confirm with civil engineer that gravity wall can be deleted. Update 7/7/17: This potential VE item has now been rejected.
	SIT.6	Delete perimeter curb & 4" CAB w/ geo fabric at rubber play surface, install rubber surfacing	Rejected
	SIT.7	Delete site concrete mock-up	SB accepted deletion. Finalize credit to GMP
	SIT.8	Reduce cost reconstruction at new electrical service	JA to have civil engineer provide demo and construction for new electrical service. Update 7/6/17: Site photos of the area for SCE work and approximate electrical underground pathway back to the electrical room have been provided to CSDA for use by Civil Engineer. Update 7/7/17: Carl M. will go back into the GMP and verify if there are still potential costs available. Update 7/18/17: After reviewing costs again with estimators, a cost savings was determined.



VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

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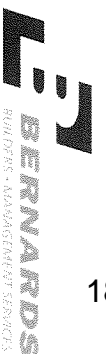
July 19, 2017

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>



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		
Storm Water Compliance				
"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		
SWPPP (QSP/QSD) Services				
Qualified SWPPP Practitioner QSP conduct weekly site inspections, photos, document, etc	18,720	10,400		
Rate per week for monitoring	\$360/wk	\$200/visit		
Keep records & documents updated	Included	Included		
Provide recommendations for reqs of BMP upkeep & maintenance (but won't do the work)	Included	Included		
Electronically file all data for Permit documents as required	Included	Included		
Pre/During/Post Rain-Event Visual Inspections	4,320	2,640		
Rate per week/visit for monitoring the rain monitoring	\$360/wk	\$220/visit		
Erosion Control - No Plans Provided				
Silt Fencing at perimeter of sites	21,402	21,402		
Fiber Rolls at perimeter of existing parking lot rework - A-102	Included	Included		
Fiber Rolls at new school addition perimeter - G-003	Included	Included		
Fiber Rolls at new playground area perimeter - G-003	Included	Included		
Construction Entrances	Included	Included		

Bid Evaluation Report



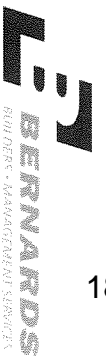
Erosion Control

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Whitson CM / Bernards	Social Stormwater Runoff Solution	Subcontractors			
			Amount			
Storm Drain Inlet Protection	Included	Included				
SWPPP & BMP Implementation	Included	Included				
SWPPP & BMP Implementation - Removal at completion of project	Included	Included				
QSP Monitoring	See below	See below				
Laydown/Trailer Area Erosion Control:	20,985	20,985				
Fiber Rolls at perimeter of existing grass field for trailer/parking/laydown/storage use during construction	Included	Included				
Geofabric over the grass, rock surface	Included	Included				
Removal of above at project completion	Included	Included				
Temporary Construction Fencing & Gates - Bernards	22,730	22,730				
Temp Fencing at existing parking lot rework, 1-side use existing fencing along the creek - A-102, install, maintain, removal	Included	Included				
Temp Fencing at new school addition perimeter - G-003	Included	Included				
Temp Fencing at new playground area perimeter - G-003	Included	Included				
Gates	Included	Included				
TOTALS	89,357	78,677	0	0	0	0
Recommendation:	Amount					
Social Stormwater Runoff Solution	78,677					



Bid Evaluation Report

Surveying

Marshall Classroom Building

Subcontractors

Description	Adkan Engineers	Brenner & Carpenter	Hunsaker & Associates	MNS Engineers	Job Number	1641
					Date Printed	7/27/2017
					Michael Baker International	Stantec
Base Bid	22,000	25,000	60,400	17,055	8,900	39,950
Spec #: 00700 - General Conditions	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	N/A	N/A	N/A	N/A	N/A	N/A
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Set-up	Included	Included	Included	Included	Included	Included
Travel Costs	Included	Included	Included	Included	Included	Included
Horizontal Control	Included	Included	Included	Included	Included	Included
Survey Boundary Map	Included	Included	Included	Included	Included	Included
Excavation	Included	Included	Included	Included	Included	Included
Rough Grade Staking	Included	Included	Included	Included	Included	Included
Blueprint Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	Included
Gridlines at Elevator & Exterior Stairs	Included	Included	Included	Included	Included	Included
Buildings	Included	Included	Included	Included	Included	Included
Building Corner Stakes (All Bids)	Included	Included	Included	Included	Included	Included
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, Natural Gas and Permanent Electrical Service	Included	Included	Included	Included	Included	Included
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	Included
Site	Included	Included	Included	Included	Included	Included
Stakes for Sanitary Sewer, Storm Drain, Natural Gas and Domestic Fire & Domestic Water	Included	Included	Included	Included	Included	Included
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	Included	Included	Included	Included	Included	Included
Line Stakes for demo/saw cut of asphalt at existing northeast parking lot. Provide markings for new parking stalls.	Included	Included	Included	Included	Included	Included
Line and grade stakes for rubberized playground area	Included	Included	Included	Included	Included	Included
1-person survey crew rate per hour	\$185/hr		\$192/hr	\$180/hr	Included	Included
2-person survey crew rate per hour	\$260/hr		\$234/hr	\$260/hr		
	5,000	2,000		6,667	12,000	
TOTALS	27,000	27,000	60,400	23,722	20,900	39,950
Recommendation:	Amount					
Michael Baker International	20,900					



Bid Evaluation Report

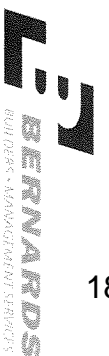
Reinforcing Steel

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Upland Contracting		Vista Steel		Subcontractors		Job Number	Bid Date	Date Printed
Base Bid									
Spec # : 032000	85,814	Included	83,445	Included					
Bond Rate (if required)									
Furnished, Installed, FOB Jobsite, Tax Included									
Plans and Specs Dated: 1/28/2016 & 10/4/2016									
Acknowledgment of RFIs 1-75 dated 6.5.17									
Bid Good for 60 Days									
Prevailing Wage									
Pregualified per Oxnard School District Standards									
Attachment C Acknowledgement									
Rebar									
New Classroom Addition Building per Structural, Architectural & Civil sheets									
Rebar for Footings									
Rebar for Spread Footings									
Rebar for Column Footings									
Rebar for Stair Footings									
Rebar for Pad Footings									
Rebar for Elevator Pit									
Rebar for Slab on Grade									
Hoisting as Required									
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8', build them sim to right side of det 6/S-401	5,000		5,000						
Site Concrete Reinforcing	24,486		12,025						
Paving, curbs, seat walls, planter walls									
Site curbs FOB jobsite									
SIT.3									
TOTALS	111,800		96,970		0	0	0	0	0
Recommendation:									
Vista Steel	Amount		96,970		0		0		0



Bid Evaluation Report

Building Concrete

Marshall Classroom Building

Subcontractors

Description

Barcelo Construction

Santa Clarita Concrete

Job Number

1641

Bid Date

6/7/2017

Date Printed

7/27/2017

Base Bid	386,879	395,600				
Spec #: 03 1000 - Concrete Forming Accessories	Included	Included				
Spec #: 03 2000 - Concrete Reinforcing	Included	Included				
Spec #: 03 3000 - Cast-In-Place Concrete	Included	Included				
Bond Rate (if required)		Bond @ 1%				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	90 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Structural Concrete	Included	Included				
Typical SOG Underlayment Detail 14/S-400A:	Included	Included				
4" layer crushed rocks Subbase over prepared subgrade	Included	Included				
Base - 2" Sand Fill over crushed rock	Included	Included				
15 mil. Vapor Barrier by Stego Ind. Over sand	Included	Included				
5" SOG	Included	Included				
Reinforcing steel furnish & install, included w/ CIP concrete bid	Excluded	Excluded				
Reinforcing steel furnish & install, separate Rebar Bid	w/ Rebar	w/ Rebar				
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - S-401	Included	Included				
Spread Footings per Schedule on Foundation Pages S-401,402,403 (WF-1, WF-2 & F3)	Included	Included				
24" X 18" Conc Footing at Stairs per 1/S-700B	Included	Included				
Tie Rod Brace detail and concrete blockout at Baseplates - 3/S-700B	Included	Included				
1-6" thk Mat slab at Elevator Pit per 12/S-700A	Included	Included				
Elevator Pit wall 10" thk per 12/S-700B	Included	Included				
Site Control Plan C-201						
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401, are part of the building construction	30,000	Included				
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	30,000	26,600				
Install Guiderail baseplates per 16/S-700B	Included	Included				
Lt Wt Concrete Fill at Balconies & Classrooms on 2nd Floor per Note 7A & 7B/S212 - 1-1/2" twt concrete topping	Included	Included				



Bid Evaluation Report

Building Concrete

Marshall Classroom Building

Subcontractors

Job Number: 1641
 Bid Date: 6/7/2017
 Date Printed: 7/27/2017

Description	Barcelo Construction		Santa Clarita Concrete					
	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						
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S-700B	Included		Included					
Balco Stair Strips per keynote 05.03 sheet A-420 & detail 11/A-560	2,500		2,500					
2" contrasting strip, abrasive strip	Included		Included					
6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	Included		Included					
Depressed slabs at restrooms for ceramic tile work, not shown properly	Included		Included					
Trench Drain concrete basin per 4/S-400A	w/ Site Utilities		w/ Site Utilities					
Other Items:	Included		Included					
All Reinforcing Steel for your work	w/ Rebar		w/ Rebar					
Dewatering as Required	Included		Included					
Setting Anchor Bolt Templates	Included		Included					
Safety walk and progressive cleanup	4,640		4,640					
Curing and Sealing Compounds per Specs as Required	Included		Included					
Drypacking baseplates	1,000		Included					
Base plates for Round HSS and Square HSS per 18/S-401	Included		Included					
Clean up to debris bins	5,100		5,100					
Wash Out Bins	2,500		2,500					
Depressed floors at 1st floor RR's (include, they aren't shown) for ceramic tile install	5,000		5,000					
Spoils removal	approx 325cy		approx 325cy					
SIT.3	(8,700)		(8,709)					
SIT.3	(30,000)		(26,600)					
TOTALS	428,919		413,131		0		0	0
Recommendation:	Amount							
Santa Clarita Concrete	413,131							



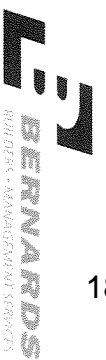
Bid Evaluation Report

Structural Steel

Marshall Classroom Building

Subcontractors

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	See below	See below	See below	No Bid		
Spec #: 05 1200 - Structural Steel Framing	Included	Included	Included			
Spec #: 05 5000 - Metal Fabrications	Included	Included	Included			
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	14 Days	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Structural Steel						
New Classroom Building	165,450	234,955	304,688			
HSS Steel Columns, C1, C2, C3, C4 & C5 on First & Second Levels -5" round, 5x5 7x5, 10x8, & 7x7	Included	Included	Included			
HSS Beams at 1st & 2nd floors per floor plans	Included	Included	Included			
HSS Beams at Elevator - 3 each HSS 12x4 tubes per sketch in RFI #3	Included	Included	Included			
Include added 3rd steel column	7,500	7,500	7,500			
HSS Columns & beams at wall elevation S-600E & 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			
Steel Stairs						
Galvanized	122,090	Included	Included			



Bid Evaluation Report

Structural Steel

Marshall Classroom Building

Subcontractors

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Stairs 1 & 2 at New Classroom Bldg - S-211,212 & S-700B	Included	Included	Included			
Steel Stairs (Pan Filled Concrete) - A-420	Included	Included	Included			
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included	Included			
Conc Nosing at Stairs - included w/ the stairs?	1,250	Included	Included			
Stair Railings and Stair Guardrails	Included	Included	Included			
1-1/2" Handrail Both Sides	Included	Included	Included			
Guardrail at Midlandings	Included	Included	Included			
Guardrail at Top of Stairs	Included	Included	Included			
Stair 1 - 12/S700B	Included	Included	Included			
Stair 2 - 11/S700B	Included	Included	Included			
Railings & Guardrails	Included	132,560	Included	100,000		
2nd Floor New Classroom Bldg - S-212 & 8/S-6001/S-600D	Included	Included	Included			
Deck guardrail detail - HSS2-1/2x2-1/2x3/16 at 4'oc	Included	Included	Included			
Arch drawing sheet A-112, note 5.33, see 15/A-560	Included	Included	Included			
Steel posts & plate top rails, w/ baseplates 8/S-600	Included	Included	Included			
Railing to have a Prefab panel per 10/A-560	Orsogril	Included	Included			
Prefab Panel Elevation detail - 7/A-560	Included	Included	Included			
Railing Inserts per detail 2.3/A-560 - shows 2x1 rect mesh 11 ga galv panel	Included	Included	Included			
Railing Inserts per Spec is diamond mesh	Excluded	Excluded	Excluded			
Misc. Metal	Included	Included	Included			
Steel plate continuous across hoistway ground fl - 5/A-561	2,500	Included	2,500			
Steel plate continuous across hoistway 2nd fl- 7/A-561	2,500	Included	2,500			
Pit ladder 13/A-561, notes states by Elev Mfr, but needs to be w Steel	Included	3,000	Included			
HSS at Canopy connections - 19,20/S-600F	Included	Included	Included			
Elevator Sill Angle & Threshold	Included	Included	Included			
Roof Access Ladders in Electrical rm 206 - A-112, 10/A-500	Included	Included	Included			
Steel ladder mounted to wall mtg all OSHA requirements	Included	Included	Included			
Site	Included	Included	Included			
Steel Bollards at New Electrical Transformer, FOB jobsite, 1/E-102	500	4,000	4,000			
Steel Bollards at New DDCV Assembly, FOB jobsite, C-401 (not shown, include 8 each)	500	4,000	4,000			

Bid Evaluation Report



Structural Steel

Marshall Classroom Building

Subcontractors

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Fire Department Access Ladder, shown on FLS/Site Plan near grid D&2 SW side - G-003, galvanized	7,500	6,500	7,500			
Fire Department Access Ladder, shown on FLS/Site Plan near grid K&11 near elevator - G-003, galvanized	7,500	6,500	7,500			
ARC.12	(15,000)	(13,000)	(15,000)			
ARC.15	(14,500)	(14,000)	(14,000)			
TOTALS	294,133	378,358	417,531	0	0	0
Recommendation:	Amount					
C.A. Buchen	294,133					



Bid Evaluation Report

Rough Carpentry

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Subcontractors			
	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem
Base Bid	1,244,000	997,037	922,861	1,156,000
Spec #: 06 1000 - Rough Carpentry	Included	Included	Included	Included
Spec #: 06 1733 - Wood I-Joists	Included	Included	Included	Included
Spec #: 06 1813 - Glue Laminated Beams	Included	Included	Included	Included
Bond Rate (if required)	Bond at 2%	Bond at 2%	Bond at 2%	Bond at 2%
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	30 days
Bid Good for 60 Days	Included	Included	Included	Included
Prevailing Wage	N/A	N/A	N/A	N/A
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A
Rough Framing				
Wall Types Sheet - A-620	Included	Included	Included	Included
Plywood Shear Wall Schedule - S-600	Included	Included	Included	Included
Plywood Sheathing as Shown on Wall Types	Included	Included	Included	Included
Prefabricated plywood web joists "I" Joists per spec section	Included	Included	Included	Included
Open Web Trusses, I-Joists, LVL per Schedule 4/S-600F	Included	Included	Included	Included
MFR - TrusJoist, Red Built or equal	Included	Included	Included	Included
Glue-Laminated Beams & Struc Eng. Beams per spec section	Included	Included	Included	Included
Simpson HDW as Scheduled	Included	Included	Included	Included
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details	7,551	7,551	7,551	7,551
Hold Down Schedule 20/S-600	Included	Included	Included	Included
Anchor Rod Schedule - 17/S-401	Included	Included	Included	Included
Mechanical Platforms at Roof 3&5B/S-700B	Included	Included	Included	Included
Wall Framing - 2x4, 2x6, 2x8	Included	Included	Included	Included
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, M.E.P.	Included	Included	Included	Included
Plywood Backboards - Electrical / Low Voltage	3,200	3,200	3,200	3,200
Wood Nailers at Roof Parapet Coping - 2/A-500	Included	Included	Included	Included
Safety Railing as Required at 2nd Floor	5,000	5,000	5,000	5,000
Plywood Floor Sheathing - 19/S-600C	Included	Included	Included	Included
Plywood Roof Sheathing - 19/S600C	Included	Included	Included	Included
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as shown on S-600	Included	Included	Included	Included
Flooring & Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included
1/2" Plywood at Plaster Pilasters	Included	Included	Included	Included



Bid Evaluation Report

Rough Carpentry

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem			
Exterior Plywood at Underside of Roof Overhang per 9/A-501	Included	Included	Included	Included	1641	6/7/2017	
Install Pipe Columns per details 2,5,6/5-600D - 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			
TOTALS	1,404,708	1,142,745	1,067,965	1,301,708	0	0	
Recommendation:	Amount						
JF Construction	1,067,965						



Bid Evaluation Report

Cabinets / Millwork

Marshall Classroom Building

Subcontractors

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	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 days	90 days	60 days	60 days	45 days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Millwork						
Lower Cabinets with Hardware	Included	Included	Included	Included	Included	
Upper Cabinets with Hardware & Locks on all doors per RFI #	Included	Included	Included	Included	Included	
Plastic Laminate Finish	Included	Included	Included	Included	Included	
Plastic Laminate Countertops	Included	Included	Included	Included	Included	
Plastic Laminate Backsplash	Included	Included	Included	Included	Included	
Enlarged Floor Plans - A-410	Included	Included	Included	Included	Included	
Casework details per A-570	Included	Included	Included	Included	Included	
Include the back panel fastening per 2/A-570	Included	Included	Included	Included	Included	
Include the Cont 2-1/2"x2-1/2" x 16 ga bent sheet metal angle anchorage - 6/A-570	Included	Included	Included	Included	Included	
Typical Classroom per 1/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 101, 102, 103, 104	Included	Included	Included	Included	Included	
Rms - 201, 202, 203, 204, 207	Included	Included	Included	Included	Included	
Typical Science Classroom per 2/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 107, 109	Included	Included	Included	Included	Included	
Performing Arts Lab per 3/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 208	Included	Included	Included	Included	Included	
Locker Room Benches	Included	w/ Lockers	w/ Lockers	w/ Lockers	w/ Lockers	
FRP Panels						
	Excluded	Excluded	Excluded	Excluded	Excluded	
TOTALS	47,900	36,107	42,290	34,161	35,270	
Recommendation:	Amount					
Dennis Reeves Inc.	34,161					



Bid Evaluation Report

Waterproofing

Marshall Classroom Building

Subcontractors

Description	Systems WP	Proulx	Santa Barbara Surfacing	Letner	Job Number	1641
					Patriot Contracting	Paul Wolff
					Date Printed	6/7/2017
					Bid Date	7/27/2017
Base Bid	See below	See below	See below	See below	83,560	Incomplete
Spec #: 07 1326 - Self Adhering Sheet Waterproofing	Included	Included	Included	Included	Included	Included
Spec #: 07 8400 - Fire Stop and Smoke Seals	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Included	Included	Bond @ 1.8%	Bond @ 1.5%	Bond @ 1%	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	90 days	90 days	60 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Waterproofing						
Waterproofing at elevator pit 12/A-561	4,100	2,300	8,300	3,510	Included	No Bid
Sheet Waterproofing behind Pit walls	Included	Included	Included	Bituthene 4000	Included	-----
1" drainage board & sheet waterproofing at walls	Included	Included	Included	Included 230 sf	Included	-----
Waterproofing under elev pit SOG (no specs) use bentonite, Grace PrePrufe300R or equal	Included	Included	Included	Included	Included	-----
Elastomeric waterproofing on top of pit slab (no spec) - use crystalline product	1,500	2,500	5,400	2,500	Included	-----
Waterproofing at elevator pit penetrations 8/A-561	Included	Included	Included	Included	Included	-----
Waterproofing of foundation wall at planter areas against the bldg C-300	14,030	18,240	Included	15,000	Included	-----
Waterproofing inside exterior Planters - total of 4 planters 6/S-401	Included	Included 1,920 sf	Included	Included	Included	-----
Waterproofing under topping slabs at 2nd floor decks - 6&7/A-510	18,000	20,000	22,600	20,000	Included	-----
Use 07 1326, self adhering waterproofing OR	Included	Included	Included	Included	Included	-----
Use 60-90mil liquid applied waterproofing w/ 1/8" asphaltic board or drainage mat protection course	Included	Included	Included	Included	Included	-----
Safety walk and progressive cleanup	3,480	3,480	3,480	3,480	3,480	-----
Traffic Coatings						
Per Pre-Bid RFI#4	20,560	22,330	27,050	29,860	Included	No Bid
Installed over 2nd floor exterior deck - 6 & 7/A-510	Included	Included	Included	Included	Included	-----
Installed over exterior stairs and landings - not shown	Excluded	Excluded	Excluded	Excluded	Excluded	-----
Product to be Poly-I-Gard 246SF by Polycoat Products OR	Included	Included 2,552 sf	Included	Excluded	Included	-----

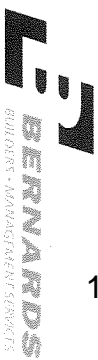


Bid Evaluation Report

Waterproofing

Marshall Classroom Building

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
Interior Concrete Sealed Floors						
Interior concrete floors shown on Finish Sch A-612 marked F1	Included	Included	Included	Included	Included	Included 676 sf
No Spec Provided OR see 03300,2.1,G	Included 9,816	Included 9,816	Included 9,816	Included 9,816	Included 9,816	Augaseal W-20 No Bid
Caulking & Sealants						
Per Schedule in Specs	Included	Included	Included	Included	Included	-----
Windows, Doors, Walls, As Shown	Included (10,530)	Included (10,500)	Included (10,500)	Included (10,500)	Included (10,500)	-----
SIT.3						
TOTALS	63,636	70,846	69,996	76,346	89,036	0
Recommendation:	Amount					
Systems WP	63,636					

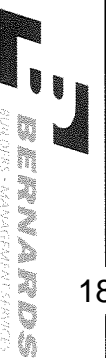


Bid Evaluation Report

Insulation

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Subcontractors				Roberts Firestop
	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	
Base Bid	26,800	36,892	30,527	26,895	See below
Spec #: 07 2100 - Thermal Insulation	Included	Included	Included	Included	N/A
Spec #: 07 8400 - Fire Stop and Smoke Seals	No Bid	No Bid	No Bid	No Bid	Included
Bond Rate (if required)					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included
Bid Good for 60 Days	60 Days	Included	30 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A
Thermal and Blanket Insulation					
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included	Included	No Bid
R19 & 8" Batts at Int & Ext Walls	Included	Included	Included	Included	-----
R30 at Roof (Not shown)	See below	See below	See below	See below	-----
Walls to Receive Insulation per Wall Types A-620	Included	Included	Included	Included	-----
Wall type A - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type B - double stud walls min 3" sound insulation	Included	Included	Included	Included	-----
Wall type C - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type D - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type E1 - min 3-1/2" foil-faced glass fiber batts	????	Included	Included	Included	-----
Wall type F - Batt insulation	Included	Included	Included	Included	-----
Wall type G - Batt insulation	Included	Included	Included	Included	-----
Wall type H - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type I - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type K - double stud walls Int. Acoustic wall - fiberglass batt insulation	Included	Included	Included	Included	-----
Wall type N - none shown	-----	-----	-----	-----	-----
Wall type O - batt insulation	-----	-----	-----	-----	-----
Rigid Insulation at PVC roofing	w/ Roofing	Included	Included	Included	-----
Rigid Insulation at Standing Seam roofing	Excluded	Included	Included	Included	-----
R-30 insulation at underside of standing seam roofing	7,500	Included	Included	4,965	-----
Fire Stops and Smoke Seals					
Mineral fiber insulation fire safing, damming material, clips and closures	17,324	17,324	17,324	17,324	17,324
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included



Bid Evaluation Report

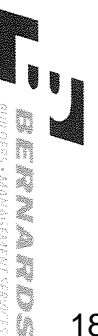
Insulation

Marshall Classroom Building

Subcontractors

Description	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	Roberts Firestop	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included		
Sealants, firestop putty, mortar, pillows, mineral fiber saifing	Included	Included	Included	Included	Included		
TOTALS	51,624	54,216	47,851	49,184	0		0
Recommendation:	Amount						
Alcal	47,851						

Bid Evaluation Report



Sheet Metal & Metal Panels	Marshall Classroom Building						Job Number	1641
	Subcontractors						Bid Date	6/7/2017
	Description	R&J SM	Letner	Commercial Roofing	Merit Metal Products	Patriot Contracting	Valencia Sheet Metal	
Base Bid	See below	167,950	See below	See below	189,170	103,880		
Spec #: 07 4000 - Metal Roof Panels	Included	Included	Included	Included	Included	Included		
Spec #: 07 6000 - Flashing Sheet Metal	Included	Included	Included	Included	Included	Included		
Bond Rate (if required)	Bond @ 2.5%	Bond @ 1.5%	Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 2%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	90 days	60 days	60 days	60 days	30 days		
Prevailing Wage	Included	Included	Included	Included	Included	Included		
Pregualified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A		
Sheet Metal	56,198	Included	No Bid	8,600	Included	Included		
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	-----	40,000	Included	40,000		
Roof Plan A-131	Included	Included	-----	Included	Included	Included		
Flexible Flashing and Underlayment	Included	Included	-----	Included	Included	Included		
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	Included	Included	-----	Included	Included	Included		
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	-----	Included	Included	Included		
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	-----	Included	Included	Included		
Roof Details Sheet A-500:	Included	Included	-----	Included	Included	Included		
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included	Included	-----	Included	Included	Included		
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included	Included	-----	Included	Included	Included		
Roof penetration at Ducts flashing - 5/A-500	Included	Included	-----	Included	Included	Included		
Flash at Pipes penetrations - 6/A-500	Included	Included	-----	Included	Included	Included		
Flash at Exhaust duct - 9/A-500	Included	Included	-----	Included	Included	Included		
Flash at roof access hatch - 10/A-500	Included	Included	-----	Included	Included	Included		
Flash at fascias - 5/A-501	Included	Excluded	-----	Included	Included	Included		
Flash at upper roof exterior soffits - 6/A-501	Included	Excluded	-----	Included	Included	Included		
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included	Included	-----	Included	Included	Included		
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included	Included	-----	Included	Included	Included		
Door & Window Sill/Head Flashings - 1.2/A-5120	Included	Included	-----	Included	Included	Included		
Door head flashing - 10-12/A-520	Included	Included	-----	Included	Included	Included		
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included	Included	-----	Included	Included	Included		
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included	Included	-----	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			Merit Metal Products		
Description	R&J SM	Letner	Commercial Roofing	Merit Metal Products	Contracting	Valencia Sheet Metal	
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000	10,000	-----	10,000	10,000	10,000	
Connects to storm drains systems, not shown	Included	Included	-----	Included	Included	Included	
Roof Drains are internal pipes by plumber	Included	Included	-----	Included	Included	Included	
Mechanical Equipment pad covers - None Shown	N/A	N/A	-----	N/A	N/A	N/A	
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A	N/A	-----	N/A	N/A	N/A	
Roof Hatch	7,122	Included	No Bid	Included	Included	Included	
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 108.12/A-500, 30"x42" min size	Included	Included	-----	Included	Included	Included	
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included	Included	-----	Included	Included	Included	
Prefab Curb by MFR	Included	Included	-----	Included	Included	Included	
Installed in Electrical Room 206	Included	Included	-----	Included	Included	Included	
Metal Roofing	159,537	Included	202,181	84,000	Included	Included	
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included	Included	Included	Included	Included	Included	
Typical Standing Mtl roof detail 10/A-5010	Included	Included	Included	Included	Included	Included	
MFR AEP Span, SpanLok	Included	Included	Included	Alt Prod: Metal Sales	Included	Alt Prod: Metal Sales	
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included	Incl 24ga	Included	Included	Included	Included	
30#lb felt underlayment over roof plywood(by others)	Included	Included	Included	Included	Included	Included	
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included	Included	Included	Included	Included	Included	
Flash standing seam at Fascia - 5/A-501	Included	Included	Included	Included	Included	Included	
Flash Fascia 2 at standing seam 9/A-501	Included	Included	Included	Included	Included	Included	
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included	Not shown	Included	Not shown	Not shown	Not shown	
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included	Included	Included	Included	Included	Included	
Waste Disposal	3,400	3,400	3,400	3,400	3,400	3,400	
Provide Alternate Add if not in base bid	-----	14,000	Included	8,500	15,000	9,000	
Wall Louvers							
As listed /shown on Mechanical	w/ HVAC 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	
TOTALS	236,257	195,350	205,581	160,900	217,570	175,290	
Recommendation:	Amount						
Merit Metal Products	160,900						

Bid Evaluation Report



Sheet Metal & Metal Panels

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Craig Roofing	Chapman Coast				
Base Bid	See below	0				
Spec #: 07 4000 - Metal Roof Panels	Included	SM only				
Bond Rate (if required)	Included	w/roofing bid				
	Bond @ 2.5%					
Furnished, Installed, FOB jobsite, Tax Included	Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included					
Acknowledgment of RFI's 1-75 dated 6.5.17	Included					
Bid Good for 60 Days	30 Days					
Prevailing Wage	Included					
Prequalified per Oxnard School District Standards	N/A					
Attachment C Acknowledgement	N/A					
Sheet Metal						
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included		9,550			
Roof Plan A-131	Included					
Flexible Flashing and Underlayment	Included					
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	Included					
MFR - WR Grace, Jiffy-Seal or equal	Included					
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included					
Roof Details Sheet A-500:	Included					
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included					
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included					
Roof penetration at Ducts Flashing - 5/A-500	Included					
Flash at Pipes penetrations - 6/A-500	Included					
Flash at Exhaust duct - 9/A-500	Included					
Flash at roof access hatch - 10/A-500	Included					
Flash at fascias - 5/A-501	Included					
Flash at upper roof exterior soffits - 6/A-501	Included					
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included					
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included					
Door & Window Sill/Head Flashings - 1.2/A-5120	Included					
Door head flashing - 10-12/A-520	Included					
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included					
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included					
Roof to plaster conditions	9,000					
Gutters & Downspouts - None Shown	Included					

Bid Evaluation Report



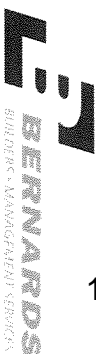
Sheet Metal & Metal Panels

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Craig Roofing	Chapman Coast				
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000					
Connects to storm drains systems, not shown	Included					
Roof Drains are internal pipes by plumber	Included					
Mechanical Equipment pad covers - None Shown	N/A					
Work at Outside Storage Unit per 07 6000 I.01B.9	N/A					
Roof Hatch	Included					
Roof Plan A-131, Keynote 07.08 Roof Access Hatch	Included					
10&12/A-500, 30"x42" min size	Included					
MFR - Acudor, Blico, Dur-Red, Millicor - Not Listed	Included					
Prefab Curb by MFR	Included					
Installed in Electrical Room 206	Included					
Metal Roofing	218,820					
Roof Plan A-131, Keynote 07.25 Standing Seam Metal	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						
Wall Louvers	0					
As listed /shown on Mechanical	w/ HVAC					
	Metal Roof	No Metal Roof				
	SM	SM Only				
TOTALS	275,928	0	0	0	0	0
Recommendation:	Amount					
Merit Metal Products	160,900					



Bid Evaluation Report

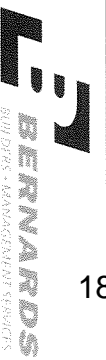
Roofing

Marshall Classroom Building

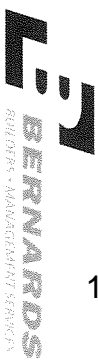
Subcontractors

Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing	Job Number	1641
							Bid Date	6/7/2017
							Date Printed	7/27/2017
Base Bid	124,725	153,939	145,717	199,708	211,750	129,179		
Spec #: 07 5416 - Polyvinyl Chloride (PVC) Roofing (Mechanically Attached)	Included	Included	Included	Included	Included	Included		
Bond Rate (if required)								
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Bond @ 1%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included		
Bid Good for 60 Days	30 days	60 Days	60 Days	45 days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A		
Polyvinyl-Chloride (PVC) Roofing	Included	Included	Included	Included	Included	Included		
Roof Plan A-131, Keynote 07.01 Single-Ply Roof Assembly see 1/A-500	Included	Included	Included	Included	Included	Included		
MFR - Sika Sarnafil, Johns Manville, Carlisle or Equal	Sarnafil	Carlisle	Sarnafil	Included	Included	Included		
BOD Sarnafil S327 FB, thermoplastic membrane w/ poly reinforcement & feltback membrane	Included	Included	Included	Included	Included	Included		
Single Ply Roofing System 60 mill without fleece backing, color to be White	Included 7,000 sf	Included 6,600sf	Included	Included	Included 7,000sf	Included 7,000sf		
Fully Adhered	Included	Included	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included	Included	Included		
R-30 Rigid Isoocyanurate foam Insulation w/ black mat facers	Included	Included	Included	Included	Included	Included		
Tapered crickets w/ Insulation	Included	Included	Included	Included	Included	Included		
1/2" DensDeck Coverboard at Roof	Included	Included	Included	Included	Included	Included		
Include all attachment components & flashing materials	Included	Included	Included	Included	Included	Included		
Include misc flashing at pipes, corners coverstrips, termination bars	Included	Included	Included	Included	Included	Included		
Include all sealants	Included	Included	Included	Included	Included	Included		
Safety walk and progressive cleanup	Included 4,640	Included 4,640	Included 4,640	Included 4,640	Included 4,640	Included 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 4,250	Included 4,250	Included 4,250	Included 4,250	Included 4,250	Included 4,250		
Waste disposal	Included	Included	Included	Included	Included	Included		
Warranty to be 10-yr NDL Material & Labor warranty	(4,800)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)		
ARC.9	(10,280)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)		
ARC.17								
TOTALS	118,535	148,329	140,107	194,098	206,140	123,569		
Recommendation:	Amount							

Bid Evaluation Report



Roofing		Marshall Classroom Building			Job Number	1641
		Subcontractors			Bid Date	6/7/2017
Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Date Printed	7/27/2017
Best Contracting	118,535				Letner Roofing	WSP Roofing



Bid Evaluation Report

Doors, Frames & Hardware

Marshall Classroom Building

Subcontractors

Description	Construction Hardware	Design Hardware	R&G Construction	Star Hardware	Estrada Hardware	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Base Bid	99,420	113,689	132,696	102,265	115,060		
Spec #: 08 1113 - Hollow Metal Doors and Frames	Included	Included	Included	Included	Included		
Spec #: 08 1416 - Flush Wood Doors	Included	Included	Included	Included	Included		
Spec #: 08 3116 - Access Panels & Frames	Included	Included	Included	Included	Included		
Spec #: 08 3613 - Sectional Doors	Included	Included	Included	Included	Included		
Spec #: 08 7100 - Door Hardware	Included	Included	Included	Included	Included		
Bond Rate (if required)	Bond @1.5%	Bond @1.5%	Bond @2.5%				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	60 Days	30 days	Included	Included		
Prevailing Wage	Included	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A		
	N/A	N/A	N/A	N/A	N/A		
Hollow Metal Doors and Frames	Included	Included	Included	Included	Included		
MFR per Specs	Included	Included	Included	Included	Included		
Frame Details - A-520	Included	Included	Included	Included	Included		
New Classroom Building - 1st & 2nd fl	Included	Included	Included	Included	Included		
HM Frames ()	Included	Included	Included	Included	Included		
Type A	Included	Included	Included	Included	Included		
Type B	Included	Included	Included	Included	Included		
Type C	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs		
Type D, Marker Board Sliding Door Schedule	Included	Included	Included	Included	Included		
Type E - w/ Louver	Included	Included	Included	Included	Included		
HM Doors (30)	Included	Included	Included	Included	Included		
Wood Doors (3)	Included	Included	Included	Included	Included		
Install HM Doors	Included	Included	Included	Included	Included		
Install HM Frames	Included	8,500	8,500	8,500	6,350		
Install Wood Doors	Included	Included	Included	Included	Included		
Glass for Vision Lites & Windows	3,375	3,750	3,750	3,750	3,375		
Door Hardware	Included	Included	Included	Included	Included		
Hardware per Schedule in Specs	Included	Included	Included	Included	Included		
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320		
Door Thresholds	Included	Included	Included	Included	Included		
Misc. Door Hardware - Site Gates	Included	Included	Included	Included	Included		
Storefront Doors - None Shown	Included	Included	Included	Included	Included		
Panic Hardware at Gates - per Accessibility Site Plan - G-004	Included	Included	Included	Included	Included		
Hardware at existing Gates per Gate Schedule, G-004	Included	Included	Included	Included	Included		



Bid Evaluation Report

Doors, Frames & Hardware

Marshall Classroom Building

Subcontractors

Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Door G, 520A & 520B - Exit only panic hdwr on push side, key lock on pull side	3,475	5,250	5,250	5,250	3,475		
Doors 5-1, 5-2, 5-6, 514A: Exit only panic hdwr on push side, key lock side	4,690	4,690	4,690	4,690	4,690		
ARC:26	(3,170)	(3,000)	(3,000)	(3,000)	(3,000)		
TOTALS	110,110	135,199	154,206	123,775	132,270		0
Recommendation:						Amount	
Construction Hardware						110,110	



Bid Evaluation Report

Glass & Glazing

Marshall Classroom Building

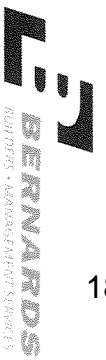
Subcontractors

Description	Santa Barbara Glass			Center Glass			Coast to Coast		
	Job Number	Bid Date	Date Printed	1641	6/7/2017	7/27/2017	0	0	0
Base Bid									
Spec #: 08 5113 - Aluminum Windows	Included			79,908	86,300				
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				
Aluminum Windows	Included				Included				
Double and Single Hung Windows	Included				Included				
Acceptable Manufacturers for Aluminum Windows	Included				Included				
Efco Series 684 & 694	Included				Series 2700				
Traco TR-9000	Included				Excluded				
Graham Series 3000/3100	Included				Excluded				
Peerless Model 4340 & 4140	Included				Included				
New Classroom Bldg - A-111, A-112	Included				Included				
Type A - 5' x 2'-1"	Included				Included				
Type B - 3' x 6'	Included				Included				
Type C - 5' x 6'	Included				Included				
Type D - 5' x 6'	Included				Included				
Type E - 3' x 8'	Included				Included				
Type F - 5' x 8'	Included				Included				
Type G - 5' x 6'	Included				Included				
Type H - 5' x 6'	Included				Included				
Type I - 3' x 6'	Included				Included				
Sealing and Caulking for All Window/Door Systems per Arch Details	3,775				3,775				
Glazing	Included				Included				
Glass for Vision Lites & Windows	3,750				Included				
Include SG - Safety Glazing as Indicated on Window Schedule A-610, per spec 08800	Included				Included				
Include OB - Obscured Glazing as Indicated on Window Schedule A-610, per spec 08800	Included				Included				
Other									
Field Testing for Water Penetration AAMA E1105, assume 6 ea	4,500				4,500				
Mock-Up	1,250				1,250				
ARC.1	24,998				25,000				
ARC.22	(4,094)				(4,000)				
TOTALS	114,087				116,825				0

Bid Evaluation Report



Glass & Glazing	Marshall Classroom Building			Job Number	1641
				Bid Date	6/7/2017
	Subcontractors			Date Printed	7/27/2017
Description				Santa Barbara Glass	Center Glass
	Amount				
Recommendation:	Santa Barbara Glass			114,087	



Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Subcontractors

Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Job Number	1641
					Date Printed	6/7/2017
					Perlite Plastering	Pacific Interiors
Base Bid	See Below	See Below	See Below	Drywall Only	Plaster Only	Dywall Only
Spec #: 07 8400 - Fire Stop and Smoke Seals	Included	Included	Included	N/A	N/A	N/A
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	N/A	N/A	N/A
Spec #: 09 2200 - Cement Plastering	Included	Included	Included	N/A	Included	N/A
Spec #: 09 2900 - Gypsum Board	Included	Included	Included	Included	N/A	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	N/A	N/A	N/A
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Dyas	30 Dyas	90 Dyas	30 Dyas	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	436,210	428,681	289,224	334,700	334,700	334,700
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	Included		Included	
Keystone 09.11-Portland Cement Plaster and Metal Lath, per wall types	Included	Included	Included		Included	
Texture - Dash Bond Coat 09 2200,3,06,G	Included	Included	Included		Included	
Exterior Plaster Ceilings and Soffits per typ det 11/A-501	Included	Included	Included		Included	
Exterior Plaster at parapets 2/A-500	Included	Included	Included		Included	
Interior Plaster per specs, Include if any shown on drawings	Included	Included	Included		Included	
Foam Trim Pieces at Windows if shown to be foam	Included	Included	Included		Included	
Water resistant backing behind metal lath - 09 2200,2,01,E	Included	Included	Included		Included	
Paper Grade D, 60-min rating on wood studs without sheathing, and on plywood sheathing	Included	Included	Included		Included	
Paper Grade B, 16-hour rating on gypsum sheathing	Included	Included	Included		Included	
MFR - Fortifiber, Super Jumbo Tex,USG, Inryco or Western Metal Lath	Included	Included	Included		Included	
2-Layers Grade D Kraft Paper	Included	Included	Included		Included	
3-Coat System	Included	Included	Included		Included	
Glass Fiber Reinforcement	Included	Included	Included		Included	
Lath & Paper	Included	Included	Included		Included	
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included		Included	
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	



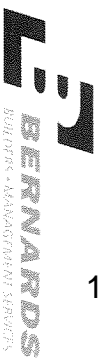
Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Perlite Plastering	Pacific Interiors
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall		
Vent & Weep Screeds - 15/A-560	Included	Included	Included		Included	
Corner Bead - 13/A-510	Included	Included	Included		Included	
Ceiling expansion joints - 15/A-510	Included	Included	Included		Included	
Plaster Stops - 5/A-501	Included	Included	Included		Included	
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	70,000	62,686	70,000	70,000	70,000	70,000
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	Included		Included	
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	Included		Included	
Provide vertical Control Joint at each side of the double windows, full ht. south, west and east elevation. Provide horizontal CJ at the bottom of the upper window (aff. +17'-6") to line-up with window sill. Reference details 5 & 9/A-510 (RFI #14)	Included	Included	Included		Included	
All roof parapet walls (interior) and mechanical wall walls to have plaster finish, typical. Ref. detail 2/A-500. (RFI #15)	Included	Included	Included		Included	
Safety walk and progressive cleanup	11,600	11,600	11,600		11,600	
Patching, Taping, Floating as Required	Included	Included	Included		Included	
All Required Caulking and Sealants at Penetrations	Included	Included	Included		Included	
Scaffolding for Own Work	90 Days	107,323	Included		Included	
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall						
Drywall per Wall Types Sheet - A-620	203,565	233,312	196,876	278,790	233,555	233,555
This wall job is drywall over wood, no metal studs	Included	Included	Included	Included	Included	Included
Wall type A - 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type B - double stud walls 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type C - shear wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type D - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type E1 - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type F - 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type G - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included	Included	Included
Wall type H - 2 layers ea side	Included	Included	Included	Included	Included	Included
Wall type I - 2 layers ea side (over plywood ea side by others)	Included	Included	Included	Included	Included	Included
Wall type K - acoustic wall double wood wall, 1 layer ea side, not on int side of double wall	Included	Included	Included	Included	Included	Included
Wall type N - int furred wall, 1 layer on one side	Included	Included	Included	Included	Included	Included



Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Perlite Plastering	Pacific Interiors
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall		
Wall type O - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Drywall Ceilings per Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included		Included
See sections on sheets A-321-322 for ceiling info	Included	Included	Included	Included		Included
This ceiling job is drywall over wood, there a few areas there is metal framed ceilings?	Included	Included	Included	Included		Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included		Included
Impact resistant gypsum board below 10'-0" per Note 2 on Finish Legend A-612	5,000	5,000	Included	5,000		5,000
5/8" Drywall Horizontal & Vertical surfaces	Included	Included	Included	Included		Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included		Included
Level 1-5 Finish at Locations per Specifications Based on Paint or Wall Finish spec 09 2900.3.04.A	Level 4&2	Level 4	Level 4	Included		Included
Metal trims, joint treatments & finishing of walls ready for paint	Included	Included	Included	Included		Included
Texture & skim coats where indicated	Included	Included	Included	Included		Included
Clean-up	Included	Included	Included	Included		Included
Fire Resistant Sealants at Head and Base of Walls	Included	Included	Included	Included		Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included		Included
Installation of HM Door Frames Supplied by Others	w/ DFH	w/ DFH	w/ DFH	w/ DFH		w/ DFH
Supply and Install of Access Panels 12x12	3,000	3,000	3,000	3,000		3,000
Installation of FEC Supplied by Others	1,350	1,350	1,350	1,350		1,350
Install drywall at elevator door frames after they are installed (by others)	1,500	1,500	1,500	1,500		1,500
Install ceiling at elevator room, not shown	1,000	1,000	1,000	1,000		1,000
Drywall Pickup	Included	Included	Included	Included		Included
Hoisting for Own Work	Included	Included	Included	Included		Included
Scraping and Disposal	6,375	6,375	6,375	6,375		6,375
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,800		10,800
Fire Stops and Smoke Seals						
Mineral fiber insulation fire safing, damming material, clips and closures	7,551	7,551	7,551	7,551		7,551
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included		Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included		Included
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included		Included
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included		Included
ARC.1	9,250	9,250	9,025	9,250		9,250
ARC.17	(10,000)	(10,000)	(10,300)	(10,000)		(10,000)



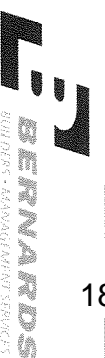
Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Job Number	1641
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Bid Date	6/7/2017
					Date Printed	7/27/2017
ARC:20	(70,000)	(62,682)	(70,000)	(70,000)	Perlite Plastering	Pacific Interiors
ARC:20	5,000	5,000	4,945	5,000		(70,000)
						5,000
TOTALS	697,601	827,146	538,346	659,716		621,081
Recommendation:	Amount					653,005
Church and Larsen	538,346					

Bid Evaluation Report



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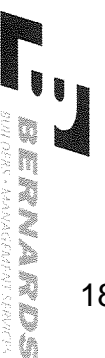
Marshall Classroom Building

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			
Title	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included			
F3-Non-slip Ceramic Tile	Included	Included	Included			
B2-Coved Ceramic Tile Base	Included	Included	Included			
W1-Ceramic Tile Walls	Included	Included	Included			
MFR - Dal-Tile	Included	Included	Included			
DalTile Keystones 1"x1" Mosaic - Floors	Included	Included	Included			
DalTile Semi Gloss 6"x6" - Walls	Included	Included	Included			
Marble Thresholds	1,500	1,500	1,500			
Setting beds - Mortar and thinset	Included	Included	Included			
GROUT - Standard, Polymer modified, or Epoxy Grout - not spelled out in spec	Std grout	Std grout	Std grout			
Add for epoxy grout	Not provided	Not provided	Add: \$7,650			
Grout Sealer	4,085	Included	Included			
Waterproofing Membrane at depression - 283/A-510	Included	Included	Included			
Waterproofing type, 6 are listed in specs, 093013.9.2.1 2.6, which one do you have in your bid?	RedGuard	Included	RedGuard			
Wall Tile on 5/8" Cementitious Backer Board (by others) - 283/A-510	By Others	By Others	By Others			
Install per CTI Method W244, thinset method	Included	Included	Included			
Floor Tile on depressed concrete slab (by others) - 283/A-510	By Others	By Others	By Others			
Install per CTI Method F114, mudset/mortars method	Included	Included	Included			
Locations:	Included	Included	Included			
Boys Toilet rm 110, 210	Included	Included	Included			
Boys Changing rm 111	Included	Included	Included			
Girls Toilet rms 113, 212	Included	Included	Included			
Girls Changing rm 114	Included	Included	Included			
Staff Toilet rms 112, 211	Included	Included	Included			

Bid Evaluation Report



Title

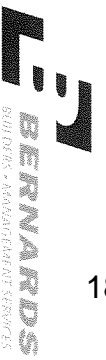
Marshall Classroom Building

Job Number **1641**

Bid Date **6/7/2017**

Date Printed **7/27/2017**

Description	Subcontractors			Amount
	Stonerock Tile	J. Colavin & Son	Silverado Tile	
Interior Elevations A-224	Included	Included	Included	
8' Ht Tile Mainscot (RFI # 24)	Included	Included	Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	
Include Tile Behind Lockers, Provide Alternate Deduct to Remove	Included	Included	Included	
ARC:7	(21,500)	(21,500)	(21,670)	
ARC:16	(6,000)	(6,000)	(6,240)	
ARC:18	(16,000)	(16,000)	(16,290)	
TOTALS	63,730	70,530	51,120	0
Recommendation:	Amount			
Silverado Tile	51,120			0



Bid Evaluation Report

Acoustical Ceilings

Marshall Classroom Building

Description	Subcontractors				Job Number	Bid Date	Date Printed	Prime Acoustics	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	Included	Included	1641
Spec #: 09 5123 - Acoustical Tile Ceilings	Included	Included	Included	Included	Included	7/27/2017	Included	Included	6/7/2017
Spec #: 09 8434 - Acoustical Wall Panels (from RFI #7)					Included		Included		
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 RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included		Included	Included	
Bid Good for 60 Days	30 Days	30 Days	30 Days	30 Days	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	
Acoustical Panel Ceilings									
Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included	Included		Included	Included	
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included	Included		Included	Included	
MFR - Armstrong, CertainTeed or USG	USG	Included	Included	USG	CertainTeed		Included	CertainTeed	
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included		Included	Included	
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	DXL 26	Included	Included	Included	Included		Included	Included	
ACT Details per A-540	Included	Included	Included	Included	Included		Included	Included	
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included	Included	Included	Included		Included	Included	
Include Compression struts per 2/A-540	Included	Included	Included	Included	Included		Included	Included	
Read and abide by all Notes on sheet	Included	Included	Included	Included	Included		Included	Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320		Included	Included	
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	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	Included	
Acoustical Wall Panels									
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	34,660	34,660	34,660	34,660	24,400		Included	Included	34,660
AWP Type 1, Keynote 10.54					Included		Included		
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight					Included		Included		
Tackable Wall Panels					10,000		Included		
Finish Schedule A-612:					Included		Included		



Bid Evaluation Report

Acoustical Ceilings

Marshall Classroom Building

Description	Alert Insulation	Subcontractors			Prime Acoustics	Hamilton Ceiling Systems
		Standard Drywall	Commercial Interiors	CG Chaney		
W5-Tackboard panel over gypsum board, Keynote 10.50					Included	
Color (not listed) provide per MFR standard color palette					Included	
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Corning, Johns Manville, Knauf or equal					Included	
Thickness of panels per Sound absorption coefficient requirement per tabulated values 09 8434,1.03,D					Included	
Provide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.					Included	
Include all mounting hardware, concealed types, individually removable					Included	
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410					Included	
Interior elevations at classrooms A-220					Included	
Tackboard Floor to Ceiling see 3/A-530					Included	
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter					Included	
Installed directly over drywall walls					Included	
ARC:5					(24,400)	
TOTALS	79,080	90,610	80,070	73,355	48,320	80,680
Recommendation:	Amount					
Prime Acoustics	48,320					



Bid Evaluation Report

Acoustical Ceilings

Marshall Classroom Building

Subcontractors

Description	Ceiling Experts	Call-USA	Nelson Adams Naco	Tech-Wall	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	65,000	39,982	AWP Only	AWP Only		
Spec #: 09 5123 - Acoustical Tile Ceilings	N/A	Included	N/A	N/A		
	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings						
Reflected Ceiling Plans A-121 to A-122	Included	Included				
	Included	Included				
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included				
MFR - Armstrong, CertainTeed or USG	Armstrong	CertainTeed				
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included				
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included				
ACT Details per A-540	Included	Included				
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included				
Include Compression struts per 2/A-540	Included	Included				
Read and abide by all Notes on sheet	Included	Included				
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600				
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included				
0						
Acoustical Wall Panels						
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	85,000	56,448	16,736	25,084		
AWP Type 1, Keynote 10.54	Included	Included	Included	Included		
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+ /ly weight	Included	Included	9,000	Included		
Tackable Wall Panels	10,000	10,000	10,000	9,576		
Finish Schedule A-612:	Included	Included	Included	Included		



Bid Evaluation Report

Acoustical Ceilings

Marshall Classroom Building

Subcontractors

Description	Ceiling Experts	Call-USA	Subcontractors		Tech-Wall	Job Number	1641
			Nelson Adams Naco			Bid Date	6/7/2017
						Date Printed	7/27/2017
W5-Tackboard panel over gypsum board, Keynote 10.50	Included	Included	Included	Included	Included		
Color (not listed) provide per MFR standard color palette	Included	Included	Included	Included	Included		
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Corning, Johns Manville, 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							
TOTALS	160,600	107,030	35,736	34,660	0	0	0
			AWP Only	AWP Only			
Recommendation:	Amount						
Prime Acoustics	48,320						



Bid Evaluation Report

Carpet & Resilient Flooring

Marshall Classroom Building

Subcontractors

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors				Job Number	Bid Date
	Reliable Flooring	JJJ Flooring	Floor Tech America	Continental Flooring		
Base Bid	59,951	64,560	76,887	65,126		
Spec #: 09 6513 - Rubber Base	Included	Included	Included	Included		
Spec #: 09 6519 - Resilient Tile Flooring	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Flooring						
Minor Floor Prep	Included	Included	Included	Included		
Testing for PH and Moisture	Included	Included	Included	Included		
Remediation if Applicable	Included	Included	Included	Included		
Resilient Flooring and Rubber Base						
Finish Schedule A-612, F2-Linoleum Tile, B1-4" Vinyl Resilient Base	Included	Included	Included	Included		
MFR - Forbo, Marmoleum Composition Tile (MCT) 13"x13", 2mm thk, pattern & color by Architect	Included	Included	Included	Included		
Include all adhesives & sealants	Included	Included	Included	Included		
Heat-welding of seams with color-matched color rods	6,700	6,700	6,700	6,700		
Resilient Base - Rubber, Cove, 4", preformed inside & outside corners	Included	Included	Included	Included		
MRF - Burke/Mercer, Roppe/Pinnacle, Flexco or equal	Included	Included	Included	Included		
F2 at All Classrooms	Included	Included	Included	Included		
B1 at All Classrooms, storage, back of house rooms	Included	Included	Included	Included		
F2 MCT in Elevator Cab (not listed but include)	640	640	640	640		
Include cleaning of floors after installation per specs	Included	Included	Included	Included		
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320		
Include initial maintenance "starter kit" from manufacturer and conducted (1st time) by flooring sub spec 3.08.B	Included	Included	Included	Included		
Include protection of floors after installation per specs	Included	Included	Included	Included		
TOTALS	69,611	74,220	86,547	74,786	0	0
Recommendation:	Amount					
Reliable Flooring	69,611					



Bid Evaluation Report

Painting

Marshall Classroom Building

Description	Subcontractors				Job Number	Date Printed	Valley Painting
	Vanguard	Borbon Inc	Triumph Painting	Prime Painting			
Base Bid	53,100	102,000	155,800	185,000	0	0	
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included			
Spec #: 09 9000 - Paints and Coatings	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	Included	Included	90 Days	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
Painting and Coating							
BOD - Dunn Edwards or Equal	Included	Included	Included	Included			
Colors TBD	Included	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included	Included			
F1-Sealed Concrete	w/ waterproofing	w/ waterproofing	w/ waterproofing	w/ waterproofing			
P1-Interior Semi-Gloss Paint	Included	Included	Included	Included			
P2-Interior Gloss Paint	Included	Included	Included	Included			
P3-Clear Sealant	Included	Included	Included	Included			
(3) Top Coats and (1) Coat Primer	Included	Included	Included	Included			
Exterior Plaster Walls & Soffits - 4 coats	Included	Included	Included	Included			
Interior Walls, Soffits and Ceilings, 4 coats	Included	Included	Included	Included			
Exterior & Interior HM Door Frames, 3 coats	Included	Included	Included	Included			
Exterior & Interior HM Doors, 3 coats	Included	Included	Included	Included			
Exterior & Interior Wood Doors, 4 coats	Included	Included	Included	Included			
All Exposed Steel to be Primed with Zinc Coating to Receive Paint (RFI #38)	Included	Included	Included	Included			
Paint Steel Stair Pans, Columns, Stringers, Guardrails and Handrails (RFI #38)	Included	Included	Included	Included			
All Exposed Metal on Roof to be Galvanized per Spec, No Paint Finish (RFI #47)	Included	Included	Included	Included			
Etching galvanized guardrails, handrails & stairs prior to painting	Included	Included	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included			
Shop-Primed Items	Included	Included	Included	Included			
High Performance Coating at Ext. Hand and Guardrails	Not Included	Not Included	Not Included	Not Included			
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included			
HSS Steel at Ext. exposed Columns & Beams	Included	Included	Included	Included			
Cleanup of all your work	Included	Included	Included	Included			
Touch-Up Painting Allowance	5,092	5,092	5,092	5,092			

Bid Evaluation Report



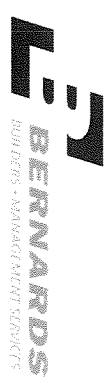
Painting

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	1641
	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Date Printed	6/7/2017
Joint Sealant Work Allowance	2,500	2,500	2,500	2,500	7/27/2017	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)		
TOTALS	102,192	124,592	178,392	207,592	0	0
Recommendation:	Amount					
Vanguard	102,192					

Bid Evaluation Report

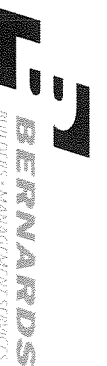


Building Specialties

Marshall Classroom Building

Div	Description	Amount	Recommended Subcontractor	Job Number	1641
				Bid Date	6/7/2017
			Date Printed	7/27/2017	Bids Received
10 44 00	Fire Extinguishers & Specialties	3,045	BL Wilcox (\$3,045 Supplier)		3
	See sheet A-111 & A-112 for locations of FEC	Included	Inland Empire (\$5,300)		
	1st fl Keynote 10.51 - Fire Extinguisher Cabinet	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)				
10 50 50	Lockers	46,600	Inland Empire		1
	Added Spec Section in RFI #9 - Section 10505 dated 5/23/2017	Included			
	See Accessible Locker Calculations on sheet A-411, total of 8	Included			
	MFR - DeBourgh Manufacturing Co. or equal	Included			
	Interior Elevations A-224, see Keynotes	Included			
	12.10 - 12"x12" triple stack locker, see 13/A-530	Included			
	12.13 - Accessible locker, see 13/A-530	Included			
	12.31 - 20"x48" Accessible Locker room bench (handwritten on bottom of keynotes legend)	Included			
	1-Tier Lockers per detail 13/A-530 - None shown	Included			
	2-Tier Lockers per detail 13/A-530 - None shown	Included			
	3-Tier Lockers per 13/A-530	Included			
	At Boys Changing Room - 1/A-411, total of 32, 3-tier	Included			
	Accessible at Boys Changing Room - 1/A-411, total of 1 ea	Included			
	At Girls Changing Room - 1/A-411, total of 32, 3-tier	Included			
	Accessible at Girls Changing Room - 1/A-411, total of 1 ea	Included			
	Include Locker base at stud wall installation per 15/A-530	Included			
	Coordinate blocking & backing w/ Framer	Included			
	At concrete slab use anchor bolts per detail 3/8" dia 3" embedment	Included			
	6" Upturned C/P concrete base w/ tooled radius at lockers - 14 & 15/A-530	w/ Concrete			

Bid Evaluation Report



Building Specialties

Marshall Classroom Building

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Div	Description	Amount	Recommended Subcontractor	Bids Received
N/A	Misc Site Furnishings	0	Bernards	
	None Noted			
N/A	Misc Equipment (TV's)	6,000	Bernards	
	TV Wall Brackets - 1/A-531	Included		
	MFR not listed, size is 2'-5"X2'	Included		
	Furnished	by District		
	Installed	Included		
	Coordinate blocking & backing w/ framing sub	Included		
	TV's in Classrooms	by District		
	60" Flat Screen by District	by District		
	Final hook-up, connection to Teachers computer	by District		
	Total	55,645		



Bid Evaluation Report

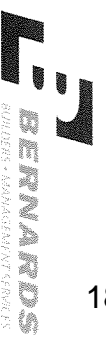
Visual Display Boards

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	ABC School Equipment		Nelson Adams Naco Inc.		0	0	0	0
	Included	275,308	Included	208,582				
Base Bid	Included	275,308	Included	208,582	0	0	0	0
Spec #: 101101	Included		Included					
Spec #:								
Furnished, Installed, FOB Jobsite, Tax Included	Included		Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included		Included					
Acknowledgment of 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					
Visual Display Boards								
Finish Schedule A-612:	Included		Included					
W4 - Marker Board Panel over gypsum board	Included		Included					
Interior Elevations sheets A-220 to A-223	Included		Included					
Keynote 10.52-Markerboard Surface from floor to ceiling, Standard panel size 5'x10'	Included		Included					
Keynote 12.26 - 3'-2"x10' Sliding Marker Board, see 10/A-530	Included		Included					
Keynote 12.27 - (2) 2'-8"x10' Sliding Marker Boards, see 10/A-530	Included		Included					
MFR - MooreCo, Claridge or Polyvision or Equal	Platinum Visual		Nelson Adams Naco					
There is a Marker Board Sliding Door Schedule listing all the rooms to receive them on A-610	Included		Included					
Horizontal Sliding Unit Wall System Assembly per 10/A-530	Included		Included					
Furnished AND Installed	Included		Included					
First Floor Classrooms - total of 19 each	Included		Included					
Second Floor Classrooms - total of 23 each	Included		Included					
ARC.4	(60,500)		(60,223)					
TOTALS		214,808		148,359	0	0	0	0
Recommendation:		Amount						
Nelson Adams Naco Inc.		148,359						



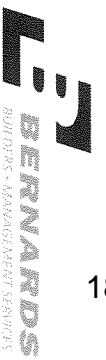
Bid Evaluation Report

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			
Signage	Included	Included	Included	Included			
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included			
Signage & Fire Extinguisher Plans - G-006	Included	Included	Included	Included			
Signage Details sheet - A-550	Included	Included	Included	Included			
Room Signs - 1/A-550	Included	Included	Included	Included			
Toilet room door signage - 3/A-550	Included	Included	Included	Included			
Fire Riser door signage - 5/A-550	200	Included	Included	Included			
Exit Signs - 6,7,8/A-550	Included	Included	Included	Included			
Typical Classroom I.S.A signage - 9/A-550	Included	Included	Included	Included			
Restroom Signs - Girls, Boys, Unisex, Staff - Wall & Door signage 3,11,13,14/A-550	Included	Included	Included	Included			
Fire Alarm Panel Control - 12/A550	Included	Included	Included	Included			
Electrical & Not an exit signage 15/A-550	Included	Included	Included	Included			
Maximum occupancy signage - 16/A550	Included	Included	Included	Included			
Stenciling on Rated Walls Signage - 19/A-550	w/ Drywall	w/ Drywall	w/ Drywall	w/ Drywall			
Warning sign - 20/A-550	300	Included	Included	Included			
Fire Extinguisher Signage - 6/A-530, G-006 (17 ea)	2,975	Included	Included	Included			
Assistive Listening Signage	250	Included	Included	Included			
ADA Signage	Included	Included	Included	Included			
Ext. Aluminum Letters, or Painted Bldg # (No Callouts on Elevations)	750	750	750	750			
See Spec Section for several other signs as required	Included	Included	Included	Included			
Site Signage at Fire Lane shown on Site Plan A-101	w/ Striping	w/ Striping	w/ Striping	w/ Striping			
Site Signage at Re-Striped existing parking lot shown on A-102, 104, 105	w/ Striping	w/ Striping	w/ Striping	w/ Striping			
Temporary project signage	2,000	2,000	2,000	2,000			
TOTALS	12,625	12,880	17,196	18,302		0	0
Recommendation:	Amount						
AGS	12,625						



Bid Evaluation Report

Toilet Compartments & Accessories

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Date Printed
	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh		
Base Bid	31,400	23,200	30,700	34,192	1641	6/17/2017
Spec #: 10 2113.17 - Phenolic-Core Shower & Dressing Compartments	Included	Included	Included	Included		7/27/2017
Spec #: 10 2800 - Toilet Accessories	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments	Included	Included	Included	Included		
Solid Phenolic MFR by Formica, Trespa, Pionite ore equal	Accutec	Included	Included	Included		
Galaxy hardware, Series 8033	Included	Included	Included	Included		
Fire Rated Class B for ASTM E84	Included	Included	Included	Included		
Overhead braced	Included	Included	Included	Included		
Accessible compartments	Included	Included	Included	Included		
Standard compartments	Included	Included	Included	Included		
Urinal Screens	Included	Included	Included	Included		
Vestibule Screens	Included	Included	Included	Included		
No colors selected, include standard color palette in your bid	Formica Sparkle	Formica or Wilsonart	Black	Standard Color		
Toilet Accessories	Included	Included	Included	Included		
MFR - Bobrick or approved equal	Included	Included	Included	Included		
Interior Elevations A-224, see Keynotes	Included	Included	Included	Included		
10.03 - Tactile room name & number signage 1/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage		
10.03 - Toilet room door signage 3/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage		
10.32 - Paper towel dispenser & Waste receptacle 1/A-535	Included	Included	Included	Included		
10.33 - Surface mounted soap dispenser 1/A-5353, B-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



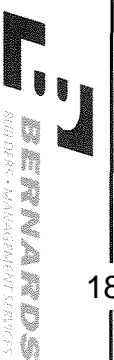
Toilet Compartments & Accessories

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Subcontractors				Amount	YTI Enterprises
	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh		
Mop & Broom Holder (4 Holders) B-223 x 36"	Included	Included	Included	Included		
Not Keynoted, but listed in Spec Section:						
Hand Dryer, World Dryer Model XRA	4,200	4,200	4,200	Included		
Sanitary Napkin Disposal, Recessed B-353 or Partition Mounted B-354	Included	4,800	Included	Included		
Sanitary Napkin Dispenser, Recessed B-3706 25	1,000	1,000	1,000	1,000		
Keys at locked dispensing units, keyed alike	Included	Included	Included	Included		
Other Potential Items:						
Backpack Hooks in Rooms	Excluded	Excluded	Excluded	Excluded		
ARC.14	(4,200)	(4,200)	(4,200)	(4,200)		
TOTALS	32,400	29,000	31,700	30,992	0	0
Recommendation:						
YTI Enterprises	Amount					29,000



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					Shevard & Son & Sons	7/27/2017
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	90 Days	Included	90 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Pregualified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Window Coverings	Included	Included	Included	Included		
MFR - Levelor, HD, Spring	Included	Included	Included	Included		
New Classroom Building	Included	Included	Included	Included		
All Windows Interior and Exterior	Included	Included	Included	Included		
Motor Operated (Where Shown)	Excluded	Excluded	Excluded	Excluded		
MFR - ElectroShade by Mechoshade Systems or approved equal	Excluded	Excluded	Excluded	Excluded		
Manual Operated at all windows	Included	Included	Included	Included		
MFR - Mechno/5 by Mechoshade Systems or approved equal	Hunter Douglass	Lutron Contract	FlexShades	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		
Fabric "AV Blackout shade my Mechoshade or equal	Included	Included	Included	Included		
TOTALS	10,000	15,440	16,340	21,248	27,860	0
Recommendation:	Amount					
A1 Quality Blinds	10,000					
Alternates						
RFI #25						
Alt #1: Manual Roller Shades at Larger Sectional Doors at Classrooms	9,000	12,628	20,820	Excluded	20,820	
Alt #2: ADD for Motorized Roller Shades at Larger Sectional Doors at Classrooms	13,500	37,552	41,930	Excluded	41,930	



Bid Evaluation Report

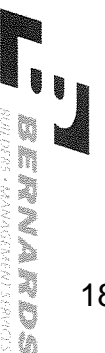
Final Cleaning

Marshall Classroom Building

Subcontractors

Description	AAA Express Janitorial	All-Pro Bid 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		
Final Construction Cleaning					
Provide all safety equipment, hard hats, gloves, eye protection & vest	Included	Included	Included		
Include all cleaning tools, ladders, mops, brooms, towels, etc.	Included	Included	Included		
Clean elevator, inside & out	500	Included	Included		
Clean interior windows & mullions	Included	Included	Included		
Clean exterior windows	3,500	Included	Included		
Clean all cabinets, counter & millwork	Included	Included	Included		
Clean inside cabinets & drawers, shelves, bookcases	1,500	Included	Included		
Clean all door frames, hardware & kick-plates	Included	Included	Included		
Wipe clean baseboards	Included	Included	Included		
Wipe clean lights & T-bar ceiling (as required)	Included	Included	Included		
Vacuum all carpeted areas	Included	Included	Included		
Clean all air return grills	Included	Included	Included		
Clean all items attached to walls-FEC, MEP devices, signage marker bds, etc.	1,500	Included	Included		
Wipe, clean mech & elec rms equip, ductwork, conduit & piping	1,500	Included	Included		
Clean Boy's & Girl's restrooms & locker rooms	Included	Included	Included		
Clean plumbing fixtures, toilet part, sinks, mirrors, tops, toilets, lockers, etc.	2,500	Included	Included		
Clean tile floors & walls	2,500	Included	Included		
Sweep & mop all floors	Included	Included	Included		
Wax, 3-coat, all VCT floors	2,500	Included	Included		
Sweep & mop all exterior walkways, corridors, stairways & gurradrails	2,500	Included	Included		
Sweep & power wash ext bldg walks, sidewalk & hardscape	3,500	Included	3,500		

Bid Evaluation Report



Final Cleaning

Marshall Classroom Building

Job Number **1641**

Bid Date **6/7/2017**

Date Printed **7/27/2017**

Description	Subcontractors			Amount
	AAA Express Janitorial	All-Pro Bldg Maintenance	Commercial Const. Cleaning	
Prevailing Wage rates requirements	5,000	Included	Included	
T&M rate per employee			\$79.80/hr	
TOTALS	29,700	28,760	26,050	0
Recommendation:				
Commercial Const Cleaning	Amount			26,050

Bid Evaluation Report



Elevators

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Kone, Inc.	Republic Elevator				
			Amount			
Base Bid	195,850	ALT: \$89,860				
Spec #: 14 2123 - Machine-Room-Less Electric Traction Passenger Elevators	Included	No Use Hydro				
Bond Rate	Bond at	Bond at				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	60 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Elevators						
Deferred Approval - Elevator Guide Rails, G-001	Included	Included				
MFR, BOD - Kone EcoSpace Gearless Traction Elevator	Included	Twin Jack, Holeless				
Hoist Beam, Guide Rails per specs	w/ Steel	w/ Steel				
Pit ladder 13/A-561, notes states by Elev Mfr	w/ Steel	w/ Steel				
Continuous plate PL 3/16"x3" cont across hoistway 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				
TOTALS	0	90,220	0	0	0	0
Recommendation:	Amount					
Republic Elevator	90,220					



Bid Evaluation Report

Fire Sprinklers

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Subcontractors			Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire	Job Number	Bid Date	Date Printed
	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire						
Base Bid	276,600	123,456	126,266						
Spec #: 21 1000 - Fire Protection	Included	Included	Included						
License Designation C-16, Fire Protection Contractor	Included	Included	Included						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included						
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included						
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included						
Bid Good for 60 Days	60 Days	30 Days	30 days						
Prevailing Wage	Included	Included	Included						
Prequalified per Oxnard School District Standards	No	Yes	Yes						
Attachment C Acknowledgement	Included	Included	Included						
Furnish & Install Fire Sprinkler System	Included	Included	Included						
Building 1, Classroom Building per FP sheets - FP-001 to 005	Included	Included	Included						
<i>Manufacturer - Tyco</i>	Included	Included	Included						
Complete Wet Pipe Automatic Sprinkler System	Included	Included	Included						
UL Approved Black Steel Piping, SCH 40 w/ Cast or Ductile Iron Screwed Fittings - 2" and Smaller	Included	Included	Included						
UL Approved Black Steel Piping, SCH 40 w/ Rolled Grooved Ends, Grooved Fittings and Mechanical or Welded Outlets - 2.5" and Larger	Included	Included	Included						
Complies with NFPA 13, 2013 ED., DSA, and Local AHJ Requirements	Included	Included	Included						
POC from 6" AFF, 4x3 Flexible GRC	Included	Included	Included						
3" Fire Riser at Bldg - 1/FP-002	Included	Included	Included						
Connect 6" Underground Fire Department Connection	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities						
4" Double Detector Check Valve Backflow Preventer (1/FP-02)	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities						
Standard Upright, Pendant, Sidewall Sprinklers	Included	Included	Included						
Concealed Heads in Finished Ceilings w/ Cover Plate	Included	Included	Included						
Flush Sidewall Head in Soffits	Included	Included	Included						
Brass or White Finish	Included	Included	Included						
All Underground Piping as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities						
Piping Distribution (Risers, Mains & Branch Lines)	Included	Included	Included						
Upright Sprinkler Deflectors as Shown	Included	Included	Included						
Provide Head Guards as Required	Included	Included	Included						
Head Box w/ Spare Heads and Wrenches	Included	Included	Included						
Install Ceiling Tiles w/ Sprinkler Heads in Panels Where Required (FP-03)	Included	Included	Included						



Bid Evaluation Report

Fire Sprinklers

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Subcontractors			TOTALS	Recommendation:
	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire		
Install sprinklers in elevator shaft and elevator equipment, not shown	2,500	2,500	2,500		
All Seismic Bracing, Hangers, Embeds as Required	Included	Included	Included		
Sleeves as Required	Included	Included	Included		
Floor Blockouts, Coring, Saw Cutting as Required	Included	Included	Included		
All Gauges, Valves, Flow and Tamper Switches	Included	Included	Included		
Valve Seals, Tags, Safety Markers, and Charts	Included	Included	Included		
Electric Bell	Included	Included	Included		
Sound and Vibration Control	Included	10,000	Included		
Furnish Access Panels as Required	Included	Included	1,250		
Excavation and Backfill as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities		
Fire Caulking / Sleeves / Firestopping	Included	Included	1,250		
Permits / Plan Check / Inspections / Testing / Fees	1,000	1,000	1,000		
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included	Included		
Calculations / Engineered Plans / Shop Drawings	Included	Included	2,500		
BIM Coordination	5,000	5,000	5,000		
As-Builts and Record Documents	Included	Included	Included		
Hoisting of Own Material as Required	Included	Included	Included		
Schedule and Pay for State and Local Inspections	1,500	1,500	1,500		
TOTALS	286,600	143,456	151,266	0	0
J.G. Tate Fire Protection	Amount	143,456			



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
Base Bid	315,100	349,530	335,765	416,610	412,000	
Spec #: 22 0500 - Basic Materials and Methods	Included	Included	Included	Included	Included	
Spec #: 22 0553 - Identification	Included	Included	Included	Included	Included	
Spec #: 22 0700 - Insulation	Included	Included	Included	Included	Included	
Spec #: 22 0800 - Equipment and Systems Tests	Included	Included	Included	Included	Included	
Spec #: 22 1100 - Domestic and Industrial Water Systems	Included	Included	Included	Included	Included	
Spec #: 22 1300 - Drainage System	Included	Included	Included	Included	Included	
Spec #: 22 4000 - Plumbing Fixtures	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	30 Days	60 Days	60 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	No	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Fixtures w/ Associated Connections	Included	Included	Included	Included	Included	
Plumbing Fixtures	Included	Included	Included	Included	Included	
Water Closet, Floor-Mounted ADA (WC-1 & WC-2)	Included	Included	Included	Included	Included	
Lavatory w/ Manual Metering Faucet, Wall-Mounted ADA (L-1 & L-2)	Included	Included	Included	Included	Included	
Waterless Urinals (UR-1)	Included	Included	Included	Included	Included	
Classroom Sink w/ Manual Metering Faucet (S-1)	Included	Included	Included	Included	Included	
ADA Hilo Stainless Drinking Fountain (DF-1)	Included	Included	Included	Included	Included	
Service Sinks (SS-1)	Included	Included	Included	Included	Included	
Floor Drains (FD-1)	Included	Included	Included	Included	Included	
Hose Bibbs (HB-1)	Included	Included	Included	Included	Included	
Hose Bibbs on Landscape Drawings (RFI# 10)	2,000	2,000	2,000	2,000	2,000	
Trap Primers (TP-1)	Included	Included	Included	Included	Included	
Roof / Overflow Drains (RD-1 & OD-1)	Included	Included	Included	Included	Included	
Cleanouts	Included	Included	Included	Included	Included	
Gas Shut-Off Valves	Included	Included	Included	Included	Included	
Water Hammer Arrestors	Included	Included	Included	Included	Included	
All Fixtures Meet ADA	Included	Included	Included	Included	Included	
Commercial Grade Toilet Seats	Included	Included	Included	Included	Included	
Special Wrenches for Servicing	250	Included	Included	Included	Included	
Faucet Repair Kits	1,000	Included	Included	1,000	Included	
Furnish & Install All Plumbing Equipment w/ Associated Connections	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Job Number		
					Suttles Plumbing	1641	
						Bid Date	6/7/2017
						Date Printed	7/27/2017
<i>Manufacturers per P-001</i>	Included	Included	Included	Included	Included		
Tankless Gas Water Heaters (WH-1 & WH-2)	Included	Included	Included	Included	Included		
Circulating Pump (CP-1)	Included	Included	Included	Included	Included		
Expansion Tanks (ET-1)	Included	Included	Included	Included	Included		
Furnish & Install All Plumbing Piping	Included	Included	Included	Included	Included		
Hot and Cold Water Piping	Included	Included	Included	Included	Included		
Copper Type L Lead-Free Piping	Included	Included	Included	Included	Included		
<i>1. Lead-Free stops and white painted wire supply</i>	Included	Included	Included	Included	Included		
Waste and Vent Piping	Included	Included	Included	Included	Included		
Cast-Iron, No Hub	Included	Included	Included	Included	Included		
Storm and Roof Drain Piping	Included	Included	Included	Included	Included		
Cast-Iron, No Hub	Included	Included	Included	Included	Included		
Gas Piping	Included	Included	Included	Included	Included		
Schedule 40 Steel	Included	Included	Included	Included	Included		
Condensate Piping, HVAC	Included	Included	Included	Included	Included		
Copper Type M, Lead-Free	Included	Included	Included	Included	Copper Type L		
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		13,400
Galvanize Flashings, Roof Jacks, Pipe Collars as Required	Included	Included	Included	Included	Included		Included
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included		7,500
BIM Coordination	10,000	17,500	10,000	10,000	10,000		10,000
Caulking and Sealants as Required	Included	Included	Included	Included	Included		2,500
Fire Caulking, Sleeves, Fire Stopping as Required	Included	Included	Included	Included	Included		Included
Drilling, Boring, Cutting, Notching as Required	Included	Included	Included	Included	Included		Included
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included		Included
Supports, Anchors, Seismic Bracing as Required	Included	Included	Included	Included	Included		Included
Safety walk and progressive cleanup	4,642	4,642	4,642	4,642	4,642		Included
Vibration Isolation	Included	Included	Included	Included	Included		Included
Access Panels as Required, Furnish Only	Included	Included	Included	Included	Included		Included
All Related Trenching and Backfill to 90%	Included	Included	Included	Included	Included		Included
Flush, Chlorinate, Disinfect and Sterilize Domestic Water	Included	Included	Included	Included	Included		Included
Haul Off Spoils Generated by Own Work	2,470	10,000	2,925	2,925	Included		20,000
Provide and connect water line to construction trailer	3,350	3,350	3,350	3,350	3,350		3,350
Temporary tool/storage bins	1,400	1,400	1,400	1,400	1,400		1,400
Temporary Toilets	2,100	2,100	2,100	2,100	2,100		2,100



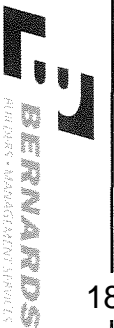
Bid Evaluation Report

Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Temporary Handwash facilities	2,100	2,100	2,100	2,100	2,100		
ARC:27	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)		
TOTALS	355,312	403,522	375,182	454,102	473,850		0
Recommendation:						Amount	
City Commerical						355,312	



Bid Evaluation Report

HVAC

Marshall Classroom Building

Subcontractors

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		
Furnish & Install All HVAC Equipment						
Building Equipment	Included	Included	Included	Included		
Roof-Mounted Package Units w/ Spring Isolators and Curd, AC1-AC12 - Carrier	Included	Included	Included	Included		
Roof-Mounted, Exhaust Fans - Loren Cook	Included	Included	Included	Included		
Ductless Split AC Units - Mitsubishi	Included	Included	Included	Included		
Heating Ventilator Air Units - Reznor	Included	Included	Included	Included		
Factory Curbs/ Install	Included	Included	Included	Included		
Furnish & Install All Ductwork and Distribution						
Sheet Metal Lined Round Ducts	Included	Included	Included	Included		
Sheet Metal Rectangular Ducts	Included	Included	Included	Included		
Flexible Round Ducts	Included	Included	Included	Included		
Building Distribution	Included	Included	Included	Included		
Supply, Return and Exhaust Ductwork	Included	Included	Included	Included		
Ceiling Supply/Return/Exhaust Diffusers	Included	Included	Included	Included		
Supply/Return/Exhaust Air Side Grilles	Included	Included	Included	Included		
Side Wall Mounted Transfer Grilles	Included	Included	Included	Included		
Outdoor Exhaust Grilles	Included	Included	Included	Included		
Fire/Smoke Dampers	Included	Included	Included	Included		
90° Elbows at Ceiling Diffusers	Included	Included	Included	Included		
Sound Boots as Required	Included	Included	Included	Included		
Sheet Metal Louvers	Included	Included	3,800	Included		



Bid Evaluation Report

HVAC

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Climate Control				Mechanical			
	J.R. Barto	Sheldon	WR Robbins Co.		J.R. Barto	Sheldon	WR Robbins Co.	
Backdraft Dampers at Exhaust as Required	Included	Included	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	w/ Plumbing 10,050	w/ Plumbing 10,050	w/ Plumbing 10,050	w/ Plumbing 20,000				
22 ga galv hoods at roof ductwork per 4/M-510								
Furnish & Install HVAC Controls	Included	Included	Included	Included	Included	Included	Included	
Energy Management and Building Management Control Systems (DDC)	Included	Included	Included	Included	Included	Included	Included	
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	6,218	6,218	6,218	
Construction Filters and Final Filters	Included	Included	Included	Included	Included	Included	Included	
All Sheet Metal Flashings as Required	Included	Included	Included	Included	Included	Included	Included	
Firestopping at Penetrations	Included	2,000	Included	Included	Included	Included	Included	
Testing and Balancing	Included	Included	Included	Included	Included	Included	Included	
Duct Pressure Testing	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	
Hoisting of Own Material as Required	Included	Included	Included	Included	Included	Included	Included	
BIM Coordination	6,700	6,700	6,700	6,700	6,700	6,700	6,700	
ARC.11	(56,000)	(56,000)	(56,500)	(56,000)	(56,000)	(56,000)	(56,000)	
ARC.24	(42,000)	(42,000)	(42,600)	(42,000)	(42,000)	(42,000)	(42,000)	
TOTALS	535,057	475,068	366,968	374,918	0	0	0	
Recommendation:	Amount							
Sheldon Mechanical	366,968							



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number		
					Siemens	1641	
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Base Bid	1,241,580	1,075,100	989,000	1,020,000		Fire Alarm Only	
Division 26 - Electrical	Included	Included	Included	Included			
Spec #: 26 0126 - Inspection Test and Acceptance	Included	Included	Included	Included			
Spec #: 26 0500 - Common Work Results for Electrical	Included	Included	Included	Included			
Spec #: 26 0513 - Basic Electrical Materials and Methods	Included	Included	Included	Included			
Spec #: 26 0519 - Low-Voltage Wires (600 Volt AC)	Included	Included	Included	Included			
Spec #: 26 0526 - Grounding and Bonding	Included	Included	Included	Included			
Spec #: 26 0533 - Raceways and Boxes Fitting and Supports	Included	Included	Included	Included			
Spec #: 26 0586 - Motors and Drives	Included	Included	Included	Included			
Spec #: 26 0800 - Electrical Systems & Commissioning	Included	Included	Included	Included			
Spec #: 26 0923 - Lighting Control Systems	Included	Included	Included	Included			
Spec #: 26 1000 - Service Entrance	Included	Included	Included	Included			
Spec #: 26 2200 - Low Voltage Transformers	Included	Included	Included	Included			
Spec #: 26 2413 - Switchboards 1000	Included	Included	Included	Included			
Spec #: 26 2416 - Panelboards and Signal Terminal Cabinets	Included	Included	Included	Included			
Spec #: 26 2419 - Motor Control Devices	Included	Included	Included	Included			
Spec #: 26 5000 - Lighting	Included	Included	Included	Included			
Spec #: 26 5200 - Emergency Power Systems	Included	Included	Included	Included			
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included			
Division 27 - Communications	Included	Included	Included	Included			
Spec #: 27 0126 - Test and Acceptance Requirements for Structured Cabling	Included	Included	Included	Included			
Spec #: 27 1013 - Structured Cabling	Included	Included	Included	Included			
Spec #: 27 4113 - Classroom Sound Enhancement System	Included	Included	Included	Included			
Spec #: 27 5116 - Public Address and Intercommunication Systems	Included	Included	Included	Included			
Spec #: 27 5313 - Clock and Program Systems	Included	Included	Included	Included			
Division 28 - Electronic Safety and Security	Included	Included	Included	Included			
Spec #: 28 1600 - Intrusion Detection System	Included	Included	Included	Included			
Spec #: 28 3100 - Fire Detection and Alarm System	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	30 days	60 Days	60 Days	60 Days			60 Days



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric		Reyes & Sons		Taft Electric		Venco		Siemens		
	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No	
Prequalified Wage	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No	
Attachment C Acknowledgement	Included		Included		Included		Included		Included		
Furnish & Install Building Electrical											
Main Gear and Panels	Included		Included		Included		Included		Included		
1200A WP Main Switch Board, 480Y/277V, 3 Phase, 4W	Included		Included		Included		Included		Included		
Panel board ("MP"/E-030)	Included		Included		Included		Included		Included		
500KVA WP Site Transformer w/ Disconnect	Included		Included		Included		Included		Included		
Distribution Boards	Included		Included		Included		Included		Included		
Panel Boards	Included		Included		Included		Included		Included		
Lighting Control Panels and Lighting Control System	Included		Included		Included		Included		Included		
Circuit Breakers	Included		Included		Included		Included		Included		
Transformers	Included		Included		Included		Included		Included		
Ground Bus / Grounding Systems	Included		Included		Included		Included		Included		
Distribution, Conduit and Wiring	Included		Included		Included		Included		Included		
Copper Bussing and Wiring w/ Rigid Conduit	Included		Included		Included		Included		Included		
Feeders (RFI# 26)	Included		Included		Included		Included		Included		
Power Distribution	Included		Included		Included		Included		Included		
Conduits & Raceways	Included		Included		Included		Included		Included		
Lighting Switches, Conduit and Wiring	Included		Included		Included		Included		Included		
Cable Trays	Included		Included		Included		Included		Included		
Terminal Cabinets & Racks	Included		Included		Included		Included		Included		
Outlet & Junction Boxes, Pull Boxes	Included		Included		Included		Included		Included		
Wiring Devices	Included		Included		Included		Included		Included		
Switches / Disconnects	Included		Included		Included		Included		Included		
Overcurrent Protection	Included		Included		Included		Included		Included		
Connections to Existing Generator	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

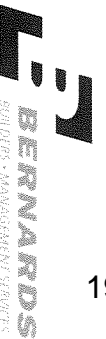
Electrical / Low Voltage

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	
Furnish & Install Building Low Voltage Systems					
Fire Alarm System	See Below	See Below	See Below	See Below	See Below
Complete Addressable Fire Alarm System (E-204 & E-304)	71,131	71,131	Included	71,131	71,131
Manufacturer - Siemens	Siemens Bid	Siemens Bid	Included	Siemens Bid	Included
Per City Fire Dept. Standards	Included	Included	Included	Included	Included
FACP, Annunciator, Devices, Equipment & Conductors	Included	Included	Included	Included	Included
Fire Alarm Equipment Schedule E-020	Included	Included	Included	Included	Included
Fire Alarm Details - E020-022	Included	Included	Included	Included	Included
Elevator System	Connection Only	Connection Only	Connection Only	Connection Only	Connection Only
Horns, Strobes, Pull Stations, Detectors	Included	Included	Included	Included	Included
Smoke Duct Detectors - Furnish Only	Included	Included	Included	Included	Included
Interlock to HVAC Unit Shut-Down, as shown	Included	Included	Included	Included	Included
Complete Plans / Specifications / Calculations	Included	Included	Included	Included	Included
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included	Included
Permits / Licenses / Fees	Included	Included	Included	Included	Included
Security, Intrusion and Access Control System	24,950	Included	Included	27,500	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	

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		
Furnish & Install Site Electrical	Included	Included	Included	Included		
Safe-Off of Electrical For Removal of Existing Equipment, Conduit and Wiring (2/E-102)	Included	Included	Included	Included		
Removal, Replacement at Existing Site Electrical (E-102)	108,458	108,458	108,458	108,458	125,208	16,750
Surveying route of new service	Included	Included	Included	Included		
Potholing & line verification of new runs	Included	Included	Included	Included		
Demo area at new transformer/switchgear in parking lot:	Included	Included	Included	Included		
Demo curbs	Included	Included	Included	Included		
Demo Landscape/AC Paving	Included	Included	Included	Included		
AC Paving demo at dropoff	Included	Included	Included	Included		
Sawcut and demo site concrete work entire run of Electrical runs	Included	Included	Included	Included		
Add 50% more site concrete demo to go to a control or expansion joint	Included	Included	Included	Included		
Sawcut and demo AC Paving work entire run of Electrical runs	Included	Included	Included	Included		
Demo at Dirt / Landscape/Shrubs/Irrigation work entire run of Electrical runs	Included	Included	Included	Included		
New work for SCE work (E-101 & E-102)	Included	Included	Included	Included		
New Pads at new SCE transformer - 8'x10' - 1/E-102	Included	Included	Included	Included		
New Pads at new 500kva Transformer - 16'x21' - 1/E-102	Included	Included	Included	Included		
New Curbs (from Demo above)	Included	Included	Included	Included		
Put-back Balance of Landscape/AC Paving in reworked electrical area at existing parking lot	Included	Included	Included	Included		
AC Paving at trench that crossed the Dropoff drive lane	Included	Included	Included	Included		
Possible Re-Striping	Included	Included	Included	Included		
Reinstall site concrete work entire run of Electrical runs - this appears to be colored concrete	Included	Included	Included	Included		
Reinstall the Added 50% more site concrete demo to go to a control or expansion joint	Included	Included	Included	Included		
Reinstall AC Paving work entire run of Electrical runs	Included	Included	Included	Included		
Reinstall Dirt/Landscape/Shrub/Irrigation work entire run of Electrical runs	Included	Included	Included	Included		



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taff Electric	Venco	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Siemens	
Furnish / Install concrete filled steel Bollards with footings	Included	Included	Included	Included		
Dry Utilities - Power	Included	Included	Included	Included		
Secondary Conduit From New On-Site Transformer to New Wp Main Switchboard (Wire by SCE) (1/E-102)	Included	Included	Included	Included		
MP-1 - (3) 3" Conduit w/ (3) 350KCM & (1) #2/0 in Each Conduit (RFI# 26)	Included	Included	Included	Included		
MP-2 - (3) 3" Conduit w/ (4) 250KCM & (1) #2/0 in Each Conduit & (2) 4" Conduit for Future Power to New Pullbox to New Building (RFI# 26)	Included	Included	Included	Included		
Power to Existing "MSB" From New 500KVA Transformer	Included	Included	Included	Included		
MP-1A - (6) 3" Conduit w/ (4) 350KCM & (1) 250KCM in Each Conduit (RFI# 26)	Included	Included	Included	Included		
New Intercept Underground Pullbox and Connection to Existing Power for "MSB"	Included	Included	Included	Included		
(4) 350KCM & (1) 250KCM Wiring in Existing "MSB" Conduits	Included	Included	Included	Included		
Stub Out (2) Different Lines of (2) 4" Conduit for Future Power from New Pullbox (E-101)	Included	Included	Included	Included		
Utility Company Primary Switch	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Utility Company Site Transformer	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Conductors: by Utility Company	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Dry Utilities - Low Voltage	Included	Included	Included	Included		
(5) 2" Conduits for Low Voltage Systems (FA, SEC, Clock, PA, Tele and Data) From Existing Building to New Pullbox to New Building (E-101)	Included	Included	Included	Included		
(4) 2" Conduits for Future Low Voltage Stubbed From Existing Building to New Pullbox (E-101)	Included	Included	Included	Included		
Stub Out (2) Different Lines of (4) 2" Conduit for Future Low Voltage from New Pullbox (E-101)	Included	Included	Included	Included		
Underground Power Distribution for Site Lighting and Site Power	Assume Existing	Assume Existing	Assume Existing	Assume Existing		
Power to PIVs, Tamper Switches, Backflows	Included	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included	Included		
Furnish & Install Lighting						
LED and Fluorescent Lighting as Shown	Included	Included	Included	Included		
Lighting Fixtures per Schedule on E-010	Included	Included	Included	Included		



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number		
					Siemens	1641	
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Lighting Fixtures at New Classroom Building (E-201 & E-301)	Included	Included	Included	Included			
Exit Signs	Included	Included	Included	Included			
LED Lamps	Included	Included	Included	Included			
Non-LED Lamps	Included	Included	Included	Included			
Occupancy Sensors	Included	Included	Included	Included			
Spare Parts as Required (Spec. 265000, 3.03)	Included	Included	Included	Included			
Coordination of Shipping and Installation of Fixtures	Included	Included	Included	Included			
BIM Coordination (1 per Week for 2 Months)	18,425	18,425	16,750	18,425		3,000	
Plywood Backboards	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp			
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included	Included			
Concrete base at Electrical Equipment 5/E-050	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete			
Protective Bollards 2/E-050	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals			
NEMA Enclosures, where shown	Included	Included	Included	Included			
Flashings at Penetrations	Included	Included	Included	2,000			
Caulkings / Sealants	Included	Included	Included	Included			
Sleeves / Fire Caulking / Firestopping, as required	Included	Included	Included	Included			
Sound and Vibration control	Included	Included	Included	Included			
All Block Outs, Inserts, Coring, Notching, etc.	Included	Included	Included	Included			
Backfill Trenches / Bedding	Included	Included	Included	Included			
Safety walk and progressive cleanup	7,772	7,772	7,772	7,772			
All Required Signage and Identification Labels	Included	Included	Included	Included			
Seismic Bracing to Meet Code	Included	Included	Included	Included			
Access Panels as Required - Furnish Only	Included	5,000	3,000	4,000		1,500	
Haul Off Spoils Generated by Own Work	Included	15,000	15,000	15,000			
Electrical Permits	Included	3,000	No cost	3,000			
Disconnect & reconnect existing PV panels during SCE switch-over	5,000	5,000	5,000	5,000			
Refuse signs not included on lighting fixture schedule	1,000	1,000	1,000	1,000			
ARC.25	(10,000)	(10,000)	(10,000)	(10,000)			
TOTALS	1,512,816	1,344,386	1,177,480	1,317,786		75,631	0
Recommendation:	Amount						
Taft Electric	1,177,480						



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Alternates							
Add Alternate (RFI#70) - Per Spec 101400 2.07B, Provide Refuse Sign not Indicated on Lighting Fixture Schedule.			\$850/ea				
Add Alternate (RFI #16) - Connect Genset w/ Power Required for Essential Equipment to run During Potential Power Outages such as Site & Parking Lot Lights, Fire Alarm Panel, Security System, and Jobsite/Trailers Related Electrical Requirements.			35,000				



Bid Evaluation Report

Demo & Earthwork

Marshall Classroom Building

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		
Demolition						
Demolition Plan C-101, at New Building location	35,467	32,985	35,467	35,467	No Bid	
Demolition Plan C-102, at Reworked Existing Parking Lot area	Included	Included	Included	Included		
Demolition Plan C-103, at New Play Area location	Included	Included	Included	Included		
Underground Utility Location, Potholing, Capping or Disconnecting Utilities	5,000	5,000	5,000	5,000		
Removal Notes:	Included	Included	Included	Included		
1 - Remove existing asphalt pavement & base, full depth	Included	Included	Included	Included		
2 - Clear, grub & remove existing turf/planter/exposed subgrade area	Included	Included	Included	Included		
3 - Remove existing shrubs, trees and roots	Included	Included	Included	Included		
4 - Remove existing catch basin	Included	Included	Included	Included		
5 - Remove Play area, including the existing play structure (Per RFI#11)	Included	1,500	Included	Included		
6 - Sawcut existing & remove existing pavement, curb or v-gutter	Included	Included	Included	Included		
7 - Remove existing curb	Included	Included	Included	Included		
8 - Remove existing utilities (identified)	Included	Included	Included	Included		
9 - Sandblast existing striping	Included	Included	Included	Included		
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape		
11 - Remove existing concrete V-gutter	Included	Included	Included	Included		
12 - Remove sign in its entirety	Included	Included	Included	Included		
30-39 - Protect-in-Place items as noted	Included	Included	Included	Included		



Bid Evaluation Report

Demo & Earthwork

Marshall Classroom Building

Subcontractors

Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Demo Mobilizations	1,000	Included	Includes 2 ea	Includes 2 ea		
Add for demo of existing handball court walls & footings	Excluded	Excluded	Excluded	Excluded		
Grading	No Bid	94,720	108,940	96,507		
See General Civil Notes pertaining to your scope - C-001		Included	Included	Included		
Water Meter and Construction Watering for Own Scope		1,000	1,000	1,000		
Erosion Control for your work (none shown on drawings)		2,500	2,500	2,500		
Haul route for your work		Included	Included	Included		
Move-Ins as required		Included	Included	Included		
July '17 Move-On		Included	Included	Included		
Include per Composite Grading Plan C-300,301,302 and Grading Sections C-303-304		Included	Included	Included		
Mass Excavation and Fine Grade Subgrade		Included	Included	Included		
Soils Report: #5.2-Site Preparation, Geotechnical & Grading Notes: C-001		Included	Included	Included		
Temp Soil Stabilization (if required)		Included	Included	Included		
Over-Ex to suitable native soils (varies across site, but generally lie approx 4' below current grades) or minimum 42" below bottom of all footings, whichever depth is greatest		Included	Included	Included		
See Structural detail 15/S-400A, Typical Foundation & Slab Subgrade - excavation to 42" below footing and 60" below finish grade		Included	Included	Included		
Extend 5' from Perimeter Edges		Included	Included	Included		
Onsite existing fill disturbed for agricultural activities and native materials are suitable for use as fill and backfill materials		Included	Included	Included		
Over-Ex at Elevator Pit		Included	Included	Included		
Over-Ex 24" at Site Conditions - AC Paving, Site concrete, Unit Pavers, Play Area surfacing		Included	Included	Included		
Sub-Grade Compaction of 90%		Included	Included	Included		
At PCC Pavers: removal, excavation and recompaction of top 24" to 95%		Included	Included	Included		
New Play Area: C-103, 9/C-702		Included	Included	Included		
Overexcavate & recompact area after demo, ready for perimeter concrete curb (by others)		Included	Included	Included		
Include Type 2 sub-base to 95% compaction - thickness to be 4"		5,000	5,000	5,000		
Geofabric over subbase, per cut sheet from RFI#12 response - provide Alternate Add		Not required	Not required	Not required		
Excavation for mow strips		2,500	Included	Included		

Bid Evaluation Report



Demo & Earthwork

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Standard Demolition	Subcontractors				
		Damar Const.	Leko Const.	Toro Ent.		
Fine Grading for Sitework	-----	Included	Included	Included		
Export Spoils Stockpiled by Others	-----	\$XX / CY	\$XX / CY	\$XX / CY		
Concrete Footing Spoils, Structural	-----	8,125	8,125	8,125		
Concrete Footing Spoils, Site	-----	1,250	1,250	1,250		
Site Utilities	-----	2,500	2,500	2,500		
Plumbing, Electrical	-----	2,500	2,500	2,500		
Dust Control during construction		16,884	16,884	16,884		
TOTALS	0	176,464	189,166	176,733	0	0
Recommendation:	Amount					
Damar Const.	176,464					



Bid Evaluation Report

Asphalt Paving & Striping

Marshall Classroom Building

Subcontractors							Job Number	1641
							Bid Date	6/7/2017
							Date Printed	7/27/2017
							Berry Engineering	B&M Contractors
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Paving				
Base Bid	0	35,440	See below	64,950		37,772	49,825	
Spec #: 31 2316 - Excavation & Fill Paving	-----	Included	Included	Included		Included	Included	
Spec #: 31 2326 - Base Course	-----	Included	Included	Included		Included	Included	
Spec #: 32 0117 - Pavement Repair	-----	Included	Included	Included		Included	Included	
Spec #: 32 1216 - Asphalt Paving	-----	Included	Included	Included		Included	Included	
Spec #: 32 1236 - Seal for Bituminous Surfacing	Included	Included	Included	Included		Included	Included	
Bond Rate (if required)								
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included		Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included		Included	Included	
Prevailing Wage	Included	Included	Included	Included		Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		N/A	N/A	
AC Paving								
See Legend on C-002:	No Bid	Included	Included	Included		Included	Included	
Eastside of New Building - 3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	Included	Included		Included	Included	
Fire Lane, 4" thk (2" Class C2 & 2" Class B) AC Surfacing over 9" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	15,538	Included		Included	Included	
Include the Pavement-to-pavement joint detail, 4/C-702	-----	Included	Included	Included		Included	Included	
Existing Parking Lot Rework, C-202	-----	Included	Included	Included		Included	Included	
Sawcut and removal of existing paving (C-102)	-----	w/ Demo	w/ Demo	w/ Demo		w/ Demo	w/ Demo	
Remove, reinstall base & recompact subgrade if unsuitable per 32.01.17.3.02.B	-----	w/ Demo	w/ Demo	w/ Demo		w/ Demo	w/ Demo	
3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	27,966	Included		Included	Included	
Redwood Header at Grass	-----	Included	Included	Included		Included	Included	
Final 2 coat Seal over new paving per specs	-----	2,850	Included	Included		Included	Included	
Clean, Re-Seal, Re-Stripe existing Playground area, not shown	Excluded	Excluded	Excluded	Excluded		Excluded	Excluded	
Striping & Signage								
Existing Parking Lot - Striping Plan C-204	9,275	No Bid	No Bid	No Bid		No Bid	No Bid	
Sandblast existing striping at existing lot per Demo sheet C-102	Included	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	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	-----	-----	-----	-----	-----
TOTALS	0	48,580	54,324	75,770		48,592	60,645
Recommendation:	Amount						
Onyx Paving	48,580						



Bid Evaluation Report

Site Concrete

Marshall Classroom Building

Subcontractors

Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Job Number	1641
					Bid Date	6/7/2017
					Berry	7/27/2017
					Engineering	
Base Bid	176,900	267,864	135,000	See below	145,960	
Spec # : 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included	Included	
Spec # : 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec # : 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec # : 32 1313 - Site Concrete Work	Included	Included	Included	Included	Included	
Bond Rate (if required)		Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 1%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	90 days	30 Days	30 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
On Site						
Existing Parking Lot Rework, C-202	Included	Included	Included	12,522	Included	
Sawcut and removal of existing site concrete (C-102)	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo	
Remove, reinstall base & recompact subgrade per Note 6, Det 3/C-703	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 12 - Concrete Curb per det 3/C-703	Included	Included	Included	Included	Included	
6" concrete curb w/ (2) #4 bars continuous length of curb	Included	Included	Included	Included	Included	
At New revised Accessible spaces, it is assume use of existing concrete handicap ramps at existing diagonal layout	Qualification	Qualification	Qualification	Qualification	Qualification	
Sandblasting (by demo), Re-Striping (by Striper) will be laid-out to reuse concrete ramps	by Others	by Others	by Others	by Others	by Others	
This subcontractor will install Truncated Domes at existing ramps per A-104 & det 5/A-105, 2 ea 3'x4' min	Excluded	Excluded	Excluded	Excluded	Excluded	
Truncated Domes to be Armor Tile or equal per detail 6/C-703	Excluded	Excluded	Excluded	Excluded	Excluded	
Per SCE Drawings & E sheets:						
Transformer Pad - 2/E-020	Included	10,400	Included	10,400	10,400	
Install concrete-filled steel bollards 2/E-020	Included	2,000	2,000	2,000	2,000	
New Rubber Surfacing at existing playground area adjacent to new building, C-203						
Note 13 - Concrete Curb per det 9/C-702	Included	Included	Included	22,332	Included	
6" wide concrete curb at perimeter of play area	Included	Included	Included	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	



Bid Evaluation Report

Site Concrete

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.			
4" Minimum Base course compacted & ready for rubber surfacing	3,575	3,575	3,575	3,575	1641	6/7/2017	7/27/2017
New handball walls & footings complete adjacent new playground area, not shown	Excluded	Excluded	Excluded	Excluded	Berry Engineering		
Site Concrete Work at New Building:	Included	Included	Included	126,878			
6" thk Concrete Pavement ove 4" crushed aggregate base (CAB), listed on legend C-002 & per 5/C-702(concrete pavement section detail)	Included	Included	Included	Included	Included		
Rebar #4 @ 18" ocev	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar		
Site Control Plan C-201	Included	Included	Included	Included	Included		
Note 1 - 6" thk conc pavement over 4" CAB per 5/C-702	Included	Included	Included	Included	Included		
Note 2 - PCC Pavers & Sand Base per 1/C-703	Included	24,700	24,700	Included	Included		
Pavers MFR-None listed	Included	Included	Included	Angelus	Included		
24" wide concrete curb at perimeter of PCC Pavers	Included	2,130	2,130	Included	Included		
6" concrete Sub-Slab w/ #4@18"ocew under pavers	Included	4,940	4,940	Included	Included		
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading		
Fine Grading prior to your work	Included	Included	Excluded	Excluded	Excluded		
Note 3 - Planter area per Landscape drawings	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape		
Note 4 - Regrade & resurface the turf area	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading		
Note 5 - 60" Mow Strip at Perimeter of New Building - 2/C-703	Included	Included	Included	Included	Included		
New mowstrip is 12" thk Including over 4" CAB compacted to 95%	Included	Included	Included	Included	Included		
Note 6 - Seat Wall/CIP Benches per Architectural drawings, A-103	Included	Included	Included	28,728	Included		
L-Shaped 20' 4 each: Straight 10', 1 each Detail 10 & 11/A-105 - 1'6"wide x 1'-6" ht CIP Concrete w/ rebar	Included	Included	Included	Included	Included		
Note 7 - Asphalt Pavement per 1/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 8 - Concrete Pavement to Asphalt Pavement Transition 2/C-702	Included	Included	Included	Included	Included		
Note 9 - New Pavement to existing Pavement Joint - 4/C-702	Included	Included	Included	Included	Included		
Note 10 - AC Pavement thickness transition - 7/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 11 - Stairs per Architectural drawings	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP		
6/A-105 - Typical CIP stair nosing - extruded aluminum contrasting strip nosing - NO CIP Stairs shown	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP		
Note 12 - Concrete Curb 3/C-703	Included	Included	Included	Included	Included		



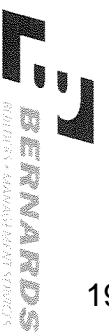
Bid Evaluation Report

Site Concrete

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.			
Note 13 - Rubber Mat Curb - 9/C-702	Included	NEED	Included	Included	1641	6/7/2017	
Note 14 - Gravity Wall - 7/C-703	Included	Included	Included	Included		7/27/2017	
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	Included			6,000
SIT.1	(7,000)	(7,000)	(7,000)	(7,000)			(7,000)
SIT.2	(15,000)	(15,000)	(15,000)	(15,000)			(15,000)
SIT.4	(5,000)	(5,000)	(5,000)	(5,000)			(5,000)
SIT.7	(6,000)	(6,000)	(6,000)	(6,000)			(6,000)
TOTALS	147,475	281,534	159,870	191,035	149,460	0	
Recommendation:	Amount						
B&M Contractors	147,475						



Bid Evaluation Report

Playfield Equipment

Marshall Classroom Building

Subcontractors

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors			Job Number	Bid Date	Date Printed
	Miracle Playgroup / Central Coast Playgrounds	Dave Bang Associates / Miracle Playgroup	SpectraTurf / Miracle Playgroup			
Base Bid	See below	See below	See below			
Spec #: 11 6800 - Playfield Equipment and Structures (Not Provided)	Included	Included	Included			
Spec #: 02 88 00 - Playfield Equipment and Structures (RFI#11 Response)	Included	Included	Included			
Bond Rate (if required)	N/A	Not provided	Bond at 1.5%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	90 Days	30 days	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Playfield Equipment & Structures - Miracle Playgrounds	0	37,210	37,210			
Furnish Modular Units complete FOB Jobsite	Included	Included	Included			
Unloading equipment at jobsite	Included	600	600			
Custom Playgroup by Miracle Recreation Equipment	Included	Included	Included			
Product spec & cut sheets in RFI#11	Included	Included	Included			
Separate price for Installation:	Included	Included	Included			
Include excavation, layout installation of footings	Included	Included	Included			
Sub provided by Miracle, Central Coast Playgrounds	Included	Included	Included			
Excavate, haul spoils, place embed, install rebar(is this reqd?), place concrete, cleanup	Included	Included	Included			
Footing X: 18" dia x 24" deep	0	8,050	8,050			
Footing Y: 12" dia x 18" deep	0	5,250	5,250			
Footing Z: 20" dia x 42" deep	0	500	500			
Uncrate, separate, install all parts, dispose of empty boxes	0	3,500	3,500			
Playfield Rubber Matting						
Furnish & install complete playground surface as MFR by PlayMax or equal		45,416	42,471			
Demolition Plan C-103, at New Play Area location, remove existing AC Paving		w/ Demo	w/ Demo			
Overexcavate & recompact area after demo		w/ Grading	w/ Grading			



Bid Evaluation Report

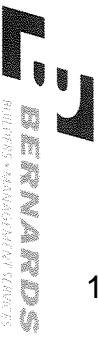
Playfield Equipment

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Subcontractors			Job Number	Bid Date	Date Printed
	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			
TOTALS	0	103,207	100,262	0	0	0
Recommendation:	Amount					
SpectraTurf / Miracle Playground	100,262					



Bid Evaluation Report

Landscape & Irrigation

Marshall Classroom Building

Subcontractors

Description	Advanced Land. 2000				Job Number	Bid Date	Date Printed	1641 6/7/2017
	Cascade Sprinklers	Durau Landscape	Hardy	Plowboy				
Base Bid	29,418	30,500	24,320	46,800	39,600			36,068
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included			Included
Drawings: Planting & Irrigation Specs are also Listed on Sheet L-4	Included	Included	Included	Included	Included			Included
Bond Rate (if required)								
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included			Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included			Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included			Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 days	Included			Included
Prevailing Wage	Included	Included	Included	Included	Included			Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A			N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A			N/A
Landscaping & Irrigation:								
Demolition Plan C-101, at New Building location	Included	Included	Included	Included	Included			Included
Removal Notes:	Included	Included	Included	Included	Included			Included
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	2,500	2,500	2,500	2,500	2,500			2,500
At New Building per Site Control Plan C-201 & L-1	Included	Included	Included	Included	Included			Included
Note 3 - Planter area per Landscape drawings	Included	Included	Included	Included	Included			Included
Irrigation inside the CIP Planters - L-1	Included	Included	Included	Included	Included			Included
Include tapping into existing mainline for new lines	5,000	5,000	5,000	5,000	5,000			5,000
Sawcut & remove AC paving & put back for access to mainline tap-in	3,000	3,000	3,000	3,000	3,000			3,000
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included			Included
Include sleeving as required	Included	Included	Included	Included	Included			Included
New Automatic Controller Assembly - Irritrol, 10/L-3	Included	Included	Included	Included	Included			Included
Include Rain Shut-off Sensor	Included	Included	Included	Included	Included			Included
Include remote control valves & gate valves, 1 & 5/L-3	Included	Included	Included	Included	Included			Included
Include quick couplers, 2/L-3	Included	Included	Included	Included	Included			Included
Include pop-up shrub heads, 4/L-3	Included	Included	Included	Included	Included			Included
Electrical to controller	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical			w/ Electrical
Landscaping inside the CIP Planters - L-2	Included	Included	Included	Included	Included			Included
Trees - 24" box, including Staking per 3/L-3	Included	Included	Included	Included	Included			Included
Shrubs - 1 & 5 gallon	Included	Included	Included	Included	Included			Included
Vines - 15 gallon	Included	Included	Included	Included	Included			Included
Ground Cover	Included	Included	Included	Included	Included			Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640			4,640
90 Day Maintenance	Included	Included	Included	Included	Included			Included



Bid Evaluation Report

Landscape & Irrigation

Marshall Classroom Building

Subcontractors

Description	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
Existing Parking Lot Rework, C-202	5,000	5,000	5,000	5,000				5,000
Removal & reinstallation of Irrigation at Demoeed areas	Included	Included	Included	Included				Included
Removal & reinstallation of Planting at Demoeed areas	Included	Included	Included	Included				Included
Existing Grass Field	35,185	35,185	35,185	35,185				35,185
Modify existing Irrigation at grass playground for trailer/laydown area	Included	Included	Included	Included				Included
Geofabric over the grass, rock surface as base during operations	Included	Included	Included	Included				Included
Removal of rock & geofabric at project completion	Included	Included	Included	Included				Included
Regrade, fine grade ready for new grass at laydown area	Included	Included	Included	Included				Included
Rework & start-up existing Irrigation heads	Included	Included	Included	Included				Included
Reinstallation of Grass Planting, hydroseed, at laydown area	Included	Included	Included	Included				Included
TOTALS	86,443	87,525	81,345	103,825	96,625			93,093
Recommendation:	Amount							
Dufau Landscape	81,345							

Bid Evaluation Report



Site Utilities

Marshall Classroom Building

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	
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included	Included	
Cutting and Capping of Existing Utilities	2,500	2,500	2,500	2,500	2,500	
Layout and Trenching	Included	Included	Included	Included	Included	
Sawcutting & removal of surface for New Utilities	Included	3,584	3,584	3,584	3,584	
Traffic Control	Included	Included	Included	Included	Included	
Temp Asphalt Trench Plates	Included	2,048	2,048	2,048	2,048	
Excavation Spoils Stockpile	Included	Included	Included	Included	Included	
Pressure Test and Flush System	Included	Included	Included	Included	Included	
Sewer						
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	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	
Storm Drain						
Site Utility Plan C-401,402,403,404	Included	173,320	Included	143,618	Included	
Note 1 - Install SDR-35 storm drain line per 4/C-701	Included	Included	Included	Included	Included	
Note 2 - Construct 12"x12" catch basin per 6/C-701	Included	Included	Included	Included	Included	
Note 3 - Connect to existing onsite main line per 2/C-701	Included	Included	Included	Included	Included	



Bid Evaluation Report

Site Utilities

Marshall Classroom Building

Subcontractors

Description	Subcontractors					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	
Water							
Site Utility Plan C-401,402,403,404	Included	64,295	Included	Included	33,353	Included	
Note 30 - Connect to existing onsite main line	Included	Included	Included	Included	Included	Included	
Note 31 - Install 4" Double Check Detector Backflow Preventer Assembly with Fire Department Connection per 3/C-701, Ames 3000 SS OS&Y w/ Tamper Switches connected to Fire Alarm	Included	Included	Included	Included	Included	Included	
Note 32 - Install AWWA C900 PVC pressure Class 200 Water line per 4/C-701	Included	Included	Included	Included	Included	Included	
Note 33 - Install concrete thrust block per 4/C-703	Included	Included	Included	Included	Included	Included	
Note 34 - Connect to bldg Fire Water connection	Included	Included	Included	Included	Included	Included	
Note 35 - Connect to building Domestic Water connection	Included	Included	Included	Included	Included	Included	
Note 36 - Connect to existing onsite main line	Included	Included	Included	Included	Included	Included	
Note 37 - Install Gate valve per 5/C-701	Included	Included	Included	Included	Included	Included	
Note 38 - Fire Department Connection per 1/C-704	Included	Included	Included	Included	Included	Included	
Note 39 - Connect to onsite main water line	Included	Included	Included	Included	Included	Included	
Includes:	Included	Included	Included	Included	Included	Included	
Sawcutting for New Utilities	Included	Included	Included	Included	Included	Included	
Excavation, compact bottom, sand shading, install pipe, backfill, compaction of trench	Included	Included	Included	Included	Included	Included	
Base Pave Trenches	Included	Included	Included	Included	Included	Included	
Overlay trench with new AC Paving section	Included	Included	Included	Included	Included	Included	
Lane Closure/Traffic Control	Included	Included	Included	Included	Included	Included	
Water Line for Irrigation inside the CIP Planters - L-1 (not clearly indicated on C sheets)	2,500	2,500	2,500	2,500	2,500	2,500	
Include tapping into existing mainline for new lines	Included	Included	Included	Included	Included	Included	
Sawcut & remove AC paving & put back for access to mainline tap-in	Included	Included	Included	Included	Included	Included	



Bid Evaluation Report

Site Utilities

Marshall Classroom Building

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	
Gas						
NOT SHOWN on Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Gas Lines per Plumbing Sheets	Included	Included	Included	Included	Included	
Connect to existing Gas Line onsite - Not Shown	See Allowance	See Allowance	See Allowance	See Allowance	See Allowance	
TOTALS	228,861	325,112	212,022	210,055	256,632	0
Recommendation:	Amount					
Sam Hill & Sons	210,055					

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Credit Change Order No. 4 to Construction Services Agreement #17-212 with Viola Constructors Inc. to adjust costs for the Kinder/Flex project at McAuliffe Elementary School (Penanhoat/CFW)

The McAuliffe Elementary School Kindergarten Flex Classroom Building Addition project has been completed and the facility has been occupied by the school district. This credit change order is the final release of unused allowance funds from the contractor. These funds are part of the original guaranteed maximum price for the project. Change Order No. 4 provides for the Board's ratification of one (1) change order, PCO #009, with the following scope of work:

- PCO #009 – Credit for Unused Allowances

FISCAL IMPACT:

Eight Thousand Six Hundred Seven Dollars and Fifty- Eight Cents (\$8,607.58) to be credited to the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Credit Change Order No. 004 to Construction Services Agreement #17-212 with Viola Constructors Inc. to provide Construction Services related to the Kinder/Flex Project at McAuliffe Elementary School. If ratified, the decrease to budget and the allocation from the Program Reserve will be reflected in the District's next Semi-Annual Update to the Master Construct and Implementation Program Report.

ADDITIONAL MATERIALS:

Attached: [Change Order #004 - Viola Constructors Inc. \(2 Pages\)](#)
[PCO #009 - Unused Allowances - Bathroom Remodel \(2 Pages\)](#)
[Construction Services Agreement #17-212 \(30 Pages\)](#)



CHANGE ORDER

Date: 8.7.2019

CHANGE ORDER NO. 004

PROJECT: Kinder/Flex at McAuliffe Elementary
 O.S.D. BID No. N/A
 O.S.D. Agreement No. 17-212

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

ARCHITECT Flewelling and Moody
 815 Colorado Blvd, Ste. 200
 Los Angeles, CA 90041

CONTRACTOR:
 Viola Constructors Inc.
 1144 Commercial Ave
 Oxnard, CA 93030
 Attn: Pat Waid

Architects Proj. No.: 2781-200
 D.S.A. File No.: 56-22
 D.S.A. App. No.: 03-118732

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.....	\$ 839,826.71
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (003).....	\$ 439,701.70
ADJUSTED CONTRACT SUM.....	\$ 1,279,528.41
NET CHANGE -(\$ 8,607.58)
Total Change Orders to Date: 004.....	\$ 431,094.12
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 004.....	\$ 1,270,920.83

Commencement Date:April 19, 2018
 Original Completion Date:August 20, 2018
 Original Contract Time:123 Calendar Days
 Time Extension for all Previous Change Orders:000 Calendar Days
 Time Extension for this Change Order:000 Calendar Days
 Adjusted Completion Date:November 30, 2018

Percentage(51.33%)

1921

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #009- CREDIT- Material and Labor for Bathroom Remodel		(\$8,607.58)		
2.					
3.	Totals		(\$8,607.58)		

Total Change Order No. 004(\$8,607.58)

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



PCO #009

Viola Incorporated
 PO BOX 5624
 Oxnard, California 93031
 Phone: (805) 487-3871
 Fax: (805) 487-3870

Project: 17-24 - McAuliffe Elementary School New Addition
 3300 W Via Marina Avenue, Oxnard
 Oxnard, California 93030
 Phone: 805-487-3871

Prime Contract Potential Change Order #009: Unused Allowances - Bathroom Remodel

TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	FROM:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	009 / 0	CONTRACT:	1 - McAuliffe Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Justine Legaspi (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	6/25/2019
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	(\$8,607.58)

POTENTIAL CHANGE ORDER TITLE: Unused Allowances - Bathroom Remodel

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
 CE #032 - Unused Allowances

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	01-21-13 - Cash Allowances	Unused Allowances	Other	(\$8,607.58)
			Subtotal:	(\$8,607.58)
			Grand Total:	(\$8,607.58)

Mike Stahlheber (Flewelling & Moody)
 815 Colorado Blvd Suite 200
 Los Angeles California 90041

Oxnard Unified School District
 1051 South A Street
 Oxnard California 93030

Viola Inc.
 PO Box 5624 1144 Commercial Avenue
 Oxnard California 93031

1923

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

**MCAULIFFE ALLOWANCES
 SCHEDULE OF VALUES - 7/9/2019**

ALLOWANCES	SCHEDULED VALUE	USED	UNUSED
OVERTIME	\$ 20,000.00	\$ 15,821.06	\$ 4,178.94
FLOORING PATCH	\$ 2,500.00	\$ 2,500.00	\$ -
MISC AC AND CONCRETE PATCH	\$ 1,000.00	\$ 1,000.00	\$ -
DSA PLANCHECK CORRECTIONS	\$ 10,000.00	\$ 5,571.36	\$ 4,428.64
ACCESSORY INSTALL AT MODULAR INTERIOR	\$ 3,240.00	\$ 3,240.00	\$ -
CGS ALLOWANCE	\$ 20,000.00	\$ 18,085.51	\$ 1,914.49
UNFORSEEN CONDITION CONTINGENCY	\$ 20,000.00	\$ 14,469.40	\$ 5,530.60
TOTAL			\$ 16,052.67
PREVIOUS PCO			\$ (7,445.09)
TOTAL UNUSED			\$ 8,607.58

OT		FLOORING PATCH		AC & CONC PATCH		DSA PLANCHECK		ACC INSTALL		CGS ALLOW		CONTINGENCY	
CE #031	5,642.50	CE #031	2,500.00	CE #031	1,000.00	CE #006	4,438.51	CE #007	372.37	CE #001	1,815.00	CE #002	4,312.00
CE #031	7,492.24					CE #018	1,132.85	CE #010	960.14	CE #008	15,569.40	CE #003	10,157.40
CE #031	2,686.32							CE #027	550.00	CE #013	701.11		
								CE #018	1,357.49				
	15,821.06		2,500.00		1,000.00		5,571.36		3,240.00		18,085.51		14,469.40

COPY

#17-212

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate McAuliffe Elementary School, located at 3300 Via Marina Avenue, Oxnard, California 93035 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

1925

#17-212

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

-
- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is

- 2 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

#17-212

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

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

#17-212

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

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as

- 4 -

#17-212

limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from

#17-212

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

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

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

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

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is

- 6 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

#17-212

not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor ~~agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition.~~ Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

#17-212

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

- 8 -

#17-212

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");

- 9 -

#17-212

and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

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

- 10 -

#17-212

Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. ~~No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.~~

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these

#17-212

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

#17-212

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

- 15 -

#17-212

covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Viola Inc.
1144 Commercial Ave.
Oxnard, CA 93035
Attn: Patrick Waid

#17-212

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 Victoria Avenue, Suite #106
Oxnard, CA 93035

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

- 18 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

#17-212

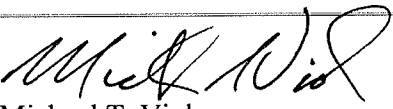
IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

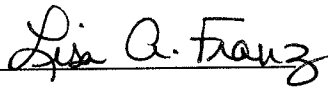
CONTRACTOR

Viola Inc.
1144 Commercial Avenue
Oxnard, CA 93031
Patrick Waid, Operations Manager

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030

By: 
Michael T. Viola
Title: CEO
Date: 11/8/2017

By: 
Lisa A. Franz
Title: Director, Purchasing
Date: 11-28-17

#17-212

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of
California

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

#17-212

EXHIBIT B

Oxnard School District – McAuliffe ES New Addition

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)** to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

- 21 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

1945

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.

#17-212

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.
-

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.~~
- ~~D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.~~

#17-212

- 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.

#17-212

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

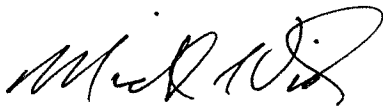
A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

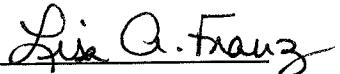
B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:

OXNARD SCHOOL DISTRICT,
a California school district:

By: 
Michael T. Viola

By: Lisa A. Franz 

Title: CEO

Title: Director, Purchasing

Date: 11/8/2017

Date: 11-28-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2017

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Debbie Irwin PHONE (A/C, No, Ext): (805) 585-6100 E-MAIL ADDRESS: dirwin@tolmanandwiker.com FAX (A/C, No): (805) 585-6200	
INSURED Viola Inc. P. O. Box 5624 Oxnard CA 93031		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Westchester Fire Ins Co	NAIC # 21121
		INSURER B: West American Ins Co	44393
		INSURER C: RSUI Indemnity Co	22314
		INSURER D: Everest National Ins Co	010120
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17/18 GL/AJ/XS/WC - REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			g22012782012 Excludes all WRAP/OClP Work	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> Owners & Contractors						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BAA (18) 56449245	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Drive other car \$
C	UMBRELLA LIAB <input type="checkbox"/>			NHA242238	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7600000614171	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: McAuliffe Elementary School New Addition, Site Location: 3300 Via Marina Ave., Oxnard, CA 93035
GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and representatives are Additional Insured as respects to the above mentioned project per (GL) CG020101185.
GL: A Waiver of Subrogation is added in favor of the Additional Insured per CG24041093. GL/AU: This insurance is Primary & Non-Contributory to any other insurance held by the Additional Insured per the (GL) GLE00070196 and (AU) CA00010306. Endorsements apply only when required by written contract during the policy term.

CERTIFICATE HOLDER CANCELLATION

Oxnard School District 1055 South C Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Greg Anderson/DEBBI <i>Gregory Anderson</i> 1950

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

~~As required by written contract signed by both parties prior to loss.~~

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc., M&T Concrete, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017
Insured By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY .

**CONDITION 4, OTHER INSURANCE,
AMENDED - NON CONTRIBUTORY**

Paragraph 4.c. is deleted in its entirety and replaced by the following:

- c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
- (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
- a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.



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of 70

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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Change Order No. 5 to Construction Services Agreement #17-218 with Viola Constructors Inc. to adjust costs for the Kinder/Flex Project at Ritche Elementary School (Penanhoat/Fateh/CFW)

The Oxnard School District requested the provision of additional fencing and gates to be installed under the Ritche ES Kinder/Flex Project to properly secure and prevent student access to the rear of the new modular building and to improve supervision and student safety. Change Order No. 5 provides for the Board's ratification of one (1) change order, PCO #016, with the following scope of work:

- PCO #016 – Adding Chain link Fence & Gate

FISCAL IMPACT:

Eight Thousand Two Hundred Forty- Nine Dollars and Sixty- Eight Cents (\$8,249.68) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 5 to Construction Services Agreement #17-218 with Viola Constructors Inc., to provide Construction Services related to the Kinder/Flex Project at Ritche Elementary School.

ADDITIONAL MATERIALS:

Attached: [Change Order #005 - Viola Constructors Inc. \(2 Pages\)](#)
[PCO #016 - Add CL Fence Gate \(3 Pages\)](#)
[Construction Services Agreement #17-218 \(30 Pages\)](#)



CHANGE ORDER

Date: 8.7.2019

CHANGE ORDER NO. 005

PROJECT: Kinder/Flex Project at Ritche Elementary School OWNER: Oxnard School District
 O.S.D. BID No. N/A 1051 South A Street
 O.S.D. Agreement No. 17-218 Oxnard, CA. 93030

ARCHITECT **Flewelling and Moody**
 815 Colorado Blvd., Ste. 200
 Los Angeles, CA 90041

CONTRACTOR:
Viola Constructors Inc.
 1144 Commercial Avenue
 Oxnard, CA 93031
 Attn: Pat Waid

Architects Proj. No.: 2781-400
 D.S.A. File No.: 56-22
 D.S.A. App. No.: 03-118730

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 783,053.18
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (004).....	\$ 552,533.25
ADJUSTED CONTRACT SUM.....	\$ 1,335,586.43
NET CHANGE -	... \$ 8,249.68
Total Change Orders to Date: 005.....	\$ 560,782.93
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 005.....	\$ 1,343,836.11

Commencement Date:April 19, 2018
 Original Completion Date:August 29, 2018
 Original Contract Time:132 Calendar Days
 Time Extension for all Previous Change Orders:000 Calendar Days
 Time Extension for this Change Order:062 Calendar Days
 Adjusted Completion Date:October 30, 2018

Percentage(71.6%) 1956

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO No. 16-Adding Chain Link Fence		\$8,249.68		
2.					
3.	Totals		\$8,249.68		

Total Change Order No. 005.....\$8,249.68

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASSISTANT SUPERINTENDENT, BUSINESS 7 FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



PCO #016

Viola Incorporated
 PO BOX 5624
 Oxnard, California 93031
 Phone: (805) 487-3871
 Fax: (805) 487-3870

Project: 17-26 - Ritchen Elementary School New Addition
 2200 Cabrillo Way, Oxnard CA
 Oxnard, California 93030
 Phone: 805-487-3871

Prime Contract Potential Change Order #016: Adding Chainlink Fence

TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	FROM:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	016 / 0	CONTRACT:	1 - Ritchen Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Justine Legaspi (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	6/10/2019
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$8,249.68

POTENTIAL CHANGE ORDER TITLE: Adding Chainlink Fence

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #043 - Adding Chainlink Fence

ATTACHMENTS:

[M&T PCO.pdf](#) [_Magnum Proposal.pdf](#)

#	Cost Code	Description	Type	Amount
1	32-31-00 - Fences and Gates	Magnum Fence	Commitment	\$4,682.00
2	06-10-53 - Miscellaneous Rough Carpentry	M&T Concrete, Inc.	Commitment	\$3,099.48
3	01-01-10 - Bond	Viola Mark Up	Other	\$46.82
4	01-01-20 - Insurance	Viola Mark Up	Other	\$70.23
5	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$351.15
Subtotal:				\$8,249.68
Grand Total:				\$8,249.68

Mike Stahlheber (Flewelling & Moody)
 815 Colorado Blvd Suite 200
 Los Angeles California 90041

Oxnard Unified School District
 1051 South A Street
 Oxnard California 93030

Viola Inc.
 PO Box 5624 1144 Commercial Avenue
 Oxnard California 93031

1958

 SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

Magnum Fence and Security Inc.

Lic # 719567

1070 N. Ventura Ave Ventura, CA 93001 (805) 641 3656 Fax (805) 641 3606

PROPOSAL

Date: June 6, 2019

Pat Waid
Viola Constructors
P 805 207 4971, pwaid@violainc.com

RE: Ritchen School

Pat:

Thank you for the opportunity to quote on installing two pedestrian gates with short fence panels at the above school. Proposal is based on the sketch that you sent me and is as follows:

1. Prevailing wages to be paid to workers. Magnum Fence DIR number is 100001033.
2. All material to be galvanized and school grade quality.
3. Fence and gate to be 6ft tall.
4. Chainlink to be 2-inch mesh, 9 gauge and both selvages knuckled over.
5. All posts to be 2 7/8-inch OD. These will be set in approximately 1ft x 3ft concrete footers. Assume these are out of the DSA scope of work, so no rebar cages to be installed.
6. Gate frames to be 1 7/8-inch OD. Gates to have standard chainlink hardware. Fork latch and heavy duty 180-degree hinges.
7. There will be a small panel installed between the portable and the gate post. This is due to the portable's footing.
8. Assume we have to set a post in the existing fence line for the new fence to terminate.
9. Holes will be cored drilled into the new asphalt for the new fence posts.

Installed price including labor, material and taxes: \$4,682.00

Please let me know if you have any questions.

Regards,
Ralph J. Coolman
Ralph J. Coolman

Miscellaneous Carpentry Tracking Sheet

M & T Concrete

P.O. Box 5624
 Oxnard, CA 93031
 Phone: 805.487.3871
 Fax: 805.487.3870

Change Order # _____

Project: Ritchen Elementary
 Location: _____
 Field Directive # _____

Date: 6/10/2019

Description of change:
Layout and provide supervision for the installation of additional chain link fencing and gates

Persons	Trade Classification	Hours	Pay Rate	Total Cost
	Project Superintendent	24	\$90.28	\$2,166.72
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Own or Rental Equipment Used	Hours	Hour Rate	Total Cost
Pressure washer	0	\$25.00	\$0.00
Tool Truck	24	\$22.02	\$528.48
Generator	0	\$21.30	\$0.00
Water truck	0	\$39.96	\$0.00

Material Used	Quantity	Unit Rate	Total Cost
Misc materials	1	\$0.00	\$0.00
			\$0.00

Subtotal \$2,695.20

Overhead and Profit 15% \$404.28

Total Cost \$3,099.48

Contractor Representative	Date	Owner Representative	Date

COPY

#17-218

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Ritchen Elementary School, located at 2200 Cabrillo Way, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

1961

#17-218

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is

#17-218

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

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

- 3 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

1963

#17-218

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

SECTION 2. CONTRACTOR’S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional

- 4 -

#17-218

services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have

#17-218

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

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

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

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

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

- 6 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

#17-218

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

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

- 7 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

#17-218

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");

- 9 -

#17-218

and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

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

- 10 -

#17-218

Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

- 11 -

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these

#17-218

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

- 14 -

#17-218

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

- 15 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

#17-218

covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Viola Inc.
1144 Commercial Ave.
Oxnard, CA 93035
Attn: Patrick Waid

#17-218

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
~~1901 Victoria Avenue, Suite #106~~
Oxnard, CA 93035

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

- 17 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

1977

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.

- 18 -

#17-218

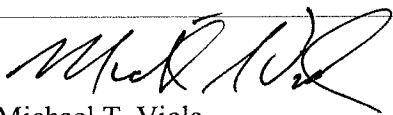
IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Viola Inc.
1144 Commercial Avenue
Oxnard, CA 93031
Patrick Waid, Operations Manager

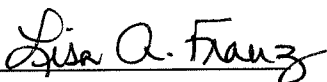
THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030

By: 
Michael T. Viola

Title: CEO

Date: 11/8/2017

By: 
Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

#17-218

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of
California

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

EXHIBIT B

Oxnard School District – Ritche ES New Addition

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

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.

#17-218

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.
-

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.~~
- ~~D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.~~

#17-218

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 -

#17-218

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

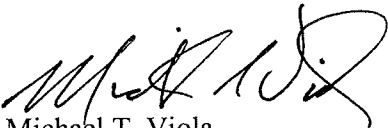
A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

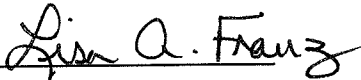
B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:

OXNARD SCHOOL DISTRICT,
a California school district:

By: 
Michael T. Viola

By: Lisa A. Franz 

Title: CEO

Title: Director, Purchasing

Date: 11/8/2017

Date: 11-28-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2017

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	FAX (A/C, No): (805) 585-6200	
	PHONE (A/C, No, Ext): (805) 585-6100	E-MAIL ADDRESS: dirwin@tolmanandwiker.com	
INSURED Viola Inc. P. O. Box 5624 Oxnard CA 93031	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westchester Fire Ins Co	21121	
	INSURER B: West American Ins Co	44393	
	INSURER C: RSUI Indemnity Co	22314	
	INSURER D: Everest National Ins Co	010120	
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 17/18 GL/AU/XS/WC - REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G22012782012 Excludes all WRAP/OCIP Work	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	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			BAA (18) 56449245	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Drive other car \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA242238	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	7600000614171	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Ritchen Elementary School New Addition, Site Location: 2200 Cabrillo Way, Oxnard, CA 93030
GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and representatives are Additional Insured as respects to the above mentioned project per (GL) CG020101185.
GL: A Waiver of Subrogation is added in favor of the Additional Insured per CG24041093. GL/AU: This insurance is Primary & Non-Contributory to any other insurance held by the Additional Insured per the (GL) GLE00070196 and (AU) CA00010306. Endorsements apply only when required by written contract during the policy term.

CERTIFICATE HOLDER Oxnard School District 1055 South C Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Greg Anderson/DEBBI <i>Greg Anderson</i> 1986

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

~~As required by written contract signed by both parties prior to loss.~~

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
As required by written contract signed by both parties prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc., M&T Concrete, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017
Insured By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY .

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

- c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
- (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory. The coverage territory is:
- a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.



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of 70

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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

**Ratification of Amendment #2 to Agreement #18-22 with DecisionInsite, LLC
(Penanhoat/Briscoe)**

At the Board meeting of June 20, 2018, the Board of Trustees approved Agreement #18-22 with DecisionInsite LLC, in the amount of \$20,115.00 per year for the 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 fiscal years, for professional services in community demographic analysis and enrollment projections for use in budget planning, facilities planning, program planning, staff planning, strategic planning and school configuration planning.

On August 8, 2018, the Board of Trustees approved Amendment #1 to cover additional costs related to Bus Stop Locator, a web-based application that provides services relative to transit eligibility zones, bus stops, pick-up and drop-off times, and special day bus schedules during the 2018-19 fiscal year, in the amount of \$3,295.00, for a total annual agreement amount of \$23,410.00 in 2018-19 FY, to be paid out of the General Fund.

Amendment #2 is required to cover costs related to Bus Stop Locator during the 2019-20 fiscal year, in the amount of \$3,295.00, for a total annual agreement amount of \$23,410.00 in 2019-20 FY, to be paid out of the General Fund. The term of Amendment #2 is August 1, 2019- June 30, 2020.

FISCAL IMPACT:

Not to exceed \$3,295.00 to be paid out of the General Fund.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation that the Board of Trustees ratify Amendment #2 to Agreement #18-22 with DecisionInsite, LLC.

ADDITIONAL MATERIALS:

Attached: [Amendment #2 to Agreement #18-22 - DecisionInsite LLC \(1 Page\)](#)
[Proposal Dated July 23, 2019 \(2 pages\)](#)
[Amendment #1 to Agreement #18-22 - DecisionInsite LLC \(1 page\)](#)

**AMENDMENT #2 TO AGREEMENT #18-22 with
DecisionInsite LLC
August 7, 2019**

At the Board meeting of June 20, 2018, the Board of Trustees approved Agreement #18-22 with DecisionInsite LLC, in the amount of \$20,115.00 per year for the 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 fiscal years, for professional services in community demographic analysis and enrollment projections for use in budget planning, facilities planning, program planning, staff planning, strategic planning and school configuration planning.

On August 8, 2018, the Board of Trustees approved Amendment #1 to cover additional costs related to Bus Stop Locator, a web-based application that will provide services relative to transit eligibility zones, bus stops, pick-up and drop-off times, and special day bus schedules during the 2018-19 fiscal year, in the amount of \$3,295.00, for a total annual agreement amount of \$23,410.00 in 2018-19 FY, to be paid out of the General Fund.

Amendment #2 is required to cover costs related to Bus Stop Locator during the 2019-20 fiscal year, in the amount of \$3,295.00, for a total annual agreement amount of \$23,410.00 in 2019-20 FY, to be paid out of the General Fund.

DECISIONINSITE LLC:

By: _____
Clay Anderson, Chief Financial Officer

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa Franz, Director of Purchasing

Date: _____

July 23, 2019

Mr. Tony Briscoe
 Director – Transportation Services
 Oxnard School District
 1051 South A Street
 Oxnard
 CA, 93030

Dear Tony,

Thank you for your interest in our Bus Stop Locator solution. Below please find pricing and the agreement for this service.

Pricing	
Annual Bus Stop Locator License (Date: 08/01/2019-06/30/2020)	\$1,595 per year
Data Conversion Fee (not to exceed at \$85 per hour. Est. 20 hrs)	\$1,700

Bus Stop Locator User’s Agreement

This document constitutes an agreement between the authorized district representative submitting the Bus Stop Locator request form (District) and DecisionInsite regarding the use by the District of DecisionInsite’s Bus Stop Locator Application.

Bus Stop Locator: Features

Bus Stop Locator is a web-based application that allows parents or others to submit an address online and have the system retrieve a map showing the location of the address submitted, the locations of all schools in the District that serve that address, as well as bus information such as bus stop name, school served, pick-up, drop-off times and special day bus schedules. The District has the ability, within the limits of the application, to control and/or customize the information displayed regarding each school and stop. Depending on district needs and policies, Bus Stop Locator can be configured to:

- Display Transit eligibility zones,
- Provide access to district transportation policies
- Display emergency information as needed
- Require parents to enter a student’s bus pass number so that the system returns only the bus stop information directly related to a particular student pass.

Access Rights and Responsibilities

Access to the DecisionInsite Bus Stop Locator is granted as long as the District agrees to and/or conforms to the following requirements.

- Bus Stop Locator at all times remains the sole intellectual property of DecisionInsite, LLC.
- District agrees to promote its use as a service to its community through its public website.
- District agrees to properly recognize DecisionInsite as the source of Bus Stop Locator.
- District assumes full responsibility to keep the District editable school and district data and Bus Stop Locator customized messages up to date at all times.
- District agrees to notify DecisionInsite 30 days prior if it intends to discontinue use of Bus Stop Locator.

- District agrees to pay DecisionInsite the annual access fee until such time as the District notifies of its intent to discontinue the agreement.
- District agrees to pay DecisionInsite for initial set up costs as proposed by DecisionInsite and any boundary or school location changes that are required.
- District agrees to keep confidential the District Administrative access to the DI System through which Bus Stop Locator is administered.
- District agrees to assign responsibility for the District Administrative functions of Bus Stop Locator to a staff person and to provide DecisionInsite the contact information for that person.
- District will not disclose to any other party the District Administrative functions within the DI System that support the public expression of Bus Stop Locator.

Acceptance of Agreement

If the terms of this proposal are acceptable to the District, please sign and date in the signature boxes below and return a copy to DecisionInsite, 101 Pacifica, Suite 380, Irvine, CA 92618, or email a signed PDF copy to Lora Miller at lmiller@decisioninsite.com

We look forward to working with you.

Best Regards,

Best Regards,



Ron Van Oden
Chief Operating Officer
DecisionInsite (a division of Hoonuit, LLC)

For: Oxnard School District

Hoonuit I, LLC

Name:
Title:
Date:

Clay Anderson
Chief Financial Officer
July 23, 2019

**AMENDMENT #1 TO AGREEMENT #18-22 with
DecisionInsite LLC
August 8, 2018**

At the Board meeting of June 20, 2018, the Board of Trustees approved Agreement #18-22 with DecisionInsite LLC, in the amount of \$20,115.00 for the 2018-19 fiscal year, for professional services in community demographic analysis and enrollment projections for use in budget planning, facilities planning, program planning, staff planning, strategic planning and school configuration planning.

Amendment #1 is required to cover additional costs related to Bus Stop Locator, a web-based application that will provide services relative to transit eligibility zones, bus stops, pick-up and drop-off times, and special day bus schedules during the 2018-19 fiscal year, in the amount of \$3,295.00, for a total annual agreement amount of \$23,410.00 to be paid out of the General Fund.

DECISIONINSITE LLC:

By: _____
Michael B. Regele, President

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa Franz, Director of Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Approval of Contractor Contingency Allocation No. 2 to Construction Services Agreement #17-218 with Viola Incorporated to adjust costs for the Ritche ES Kinder/Flex Project (Penanhoat/CFW)

The Oxnard School District ("District") Facilities Implementation Plan, approved by the Board of Trustees ("Board"), includes the construction of the new modular building at the existing Ritche Elementary School site.

Accordingly, the Board approved Construction Services Agreement (CSA #17-218) during the November 1, 2017 Board Meeting. This contract includes a Twenty Thousand Dollar and No Cents (\$20,000.00) Contractor Contingency. As outlined in the agreement, the Contractor Contingency may be utilized for specific items of work: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to by the Contractor and District.

At the District's request and pursuant to item (4) above, additional asphalt seal coat and additional striping was added to the scope of the project. Contractor Contingency Allocation No. 2 provides for the Board's approval for this additional work. This Contractor Contingency Allocation No. 2 will not increase Contract Time.

FISCAL IMPACT:

Contractor Contingency Allocation No. 2 will be a COST to the Contractor Contingency line item of the Construction Services Agreement in the amount of Eight Thousand One Hundred Forty-Five Dollars and Twenty-Nine Cents (\$8,145.29) and is to be paid out of Contractor Contingency included within the approved Construction Services Agreement #17-218 for the Ritche ES Kinder/Flex Project. The remaining Contractor Contingency Balance after approval of Allocation No. 2 will be Zero Dollars and Zero Cents (\$0.00).

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 2 to the Construction Services Agreement #17-218 with Viola Inc., for additional items of work related to the Ritche Modular Building Project.

ADDITIONAL MATERIALS:

Attached: [Contractor Contingency Allocation #002 - Viola Inc. \(2 Pages\)](#)
[PCO #015 - Ritche Seal and Stripe \(3 Pages\)](#)
[Construction Services Agreement #17-218 \(30 Pages\)](#)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: August 7, 2019

CONTRACTOR CONTINGENCY ALLOCATION NO. 002

PROJECT: Ritchen Elementary School New Addition
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-218

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

ARCHITECT **Flewelling and MoodyArchitects**
 815 Colorado Blvd., Suite 200
 Los Angeles, CA 90041

CONTRACTOR:
 Viola Inc.
 P.O. Box 5624
 Oxnard, CA 93031
 Attn: Pat Waid

Architects Proj. No.: 2781-200
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118730

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	20,000.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	11,854.71
ADJUSTED CONTINGENCY SUM	\$	8,145.29
<u>NET CHANGE</u>	<u>\$</u>	<u>8,145.29</u>
 Total Contingency Allocations to Date:	 \$	 20,000.00
 ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 002.....	 \$	 0

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCO #015- Seal and Stripe			\$8,145.29	
2.					
	Totals			\$8,145.29	

Total Contractor Contingency Allocation Approval No. 002\$8,145.29

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



PCO #015

Viola Incorporated
 PO BOX 5624
 Oxnard, California 93031
 Phone: (805) 487-3871
 Fax: (805) 487-3870

Project: 17-26 - Ritche Elementary School New Addition
 2200 Cabrillo Way, Oxnard CA
 Oxnard, California 93030
 Phone: 805-487-3871

Prime Contract Potential Change Order #015: CE #042 - Seal and Stripe

TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	FROM:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	015 / 0	CONTRACT:	1 - Ritche Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Justine Legaspi (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	5/23/2019
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$8,145.29

POTENTIAL CHANGE ORDER TITLE: CE #042 - Seal and Stripe

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
 CE #042 - Seal and Stripe
 Seal and Stripe new playground surface and install one ball play basket with footing

ATTACHMENTS:

[1726 M&T playground equip core and set.xlsx](#) [_Ritche Seal and Stripe Interstate.pdf](#)

#	Cost Code	Description	Type	Amount
1	06-10-53 - Miscellaneous Rough Carpentry	Seal and Stripe	Commitment	\$8,145.29
			Subtotal:	\$8,145.29
			Grand Total:	\$8,145.29

Mike Stahlheber (Flewelling & Moody)
 815 Colorado Blvd Suite 200
 Los Angeles California 90041

Oxnard Unified School District
 1051 South A Street
 Oxnard California 93030

Viola Inc.
 PO Box 5624 1144 Commercial Avenue
 Oxnard California 93031

2000

 SIGNATURE DATE

 SIGNATURE DATE

 SIGNATURE DATE

Interstate Striping & Signs, Inc.

391 DRYDEN ST
 THOUSAND OAKS, CA 91360
 805-558-5384 / FAX 805-449-1489
 UNION LOCAL 1184 - CA LIC. #838618
 SB Micro Certification #1008466 DIR# 1000007945

ESTIMATE

Date	Estimate #
5/13/19	7243

Name / Address
VIOLA INC. 1144 COMMERCIAL AVE OXNARD, CA. 93031

Rep	Project
JP	RITCHEN SCHOOL

Description	Qty	Cost	Total
RITCHEN CLEAN & PREP PAVEMENT FOR SEALCOAT - APPLY (1) COAT - PER SF IRRIGATION MUST BE SHUT OFF 24 HRS PRIOR TO SEALCOATING	8,000	0.50	4,000.00
PAINT KINDERGARTEN TRICYCLE TRACK - PER EA	1	300.00	300.00
PAINT PLAYGROUND CIRCLE W/NUMBER & LETTER STENCILS - PER EA	1	250.00	250.00
PAINT PLAYGROUND HOPSCOTCH - PER EA	1	60.00	60.00
PAINT FOUR SQUARE GAME - PER EA	1	60.00	60.00
PAINT LINE UP LINES W/NUMBERS - PER EA	6	30.00	180.00
SUBTOTAL			4,850.00
THIS ESTIMATE IS BASED ON 2 MOVE-INS PER SCHOOL. ADDITIONAL MOVE-INS ARE \$825.00. ALL SURFACES MUST BE CLEAN , CLEAR AND READY FOR STRIPING OR A MOVE-IN CHARGE WILL BE ADDED. STAND BY TIME WILL BE CHARGED AT 75.00 PER HOUR PER MAN. EXCLUDES PERMIT & BUSINESS LICENSE FEES.			
A CONTRACT AND TEN WORKING DAYS NOTICE MUST BE GIVEN PRIOR TO STARTING WORK. PLEASE SIGN AND RETURN		Total	\$4,850.00

**Statement of Account
Time & Material**

M & T Concrete Inc.

P.O. Box 5624
Oxnard, CA 93031
Phone: 805 487-3871
Fax: 805 487-3870

Date: 5/23/2019

Project: Ritchen ES
Location: 2200 Cabrillo Way, Oxnard, CA 93030

Project No.: 1726

Sawcut/Core existing Asphalt paving, excavate, install playground equipment , pour concrete footing.

# of Persons	Trade Classification	Hours	Pay Rate	Total Cost
2	Journeyman Carpenters	16	\$87.29	\$1,396.64

Subtotal 0 **\$1,396.64**

Other	Date	Inv#	Total Cost
Sawcut/Core Asphalt excavate 18"x 3'			\$1,620.00
Sack mix concrete			\$250.00
Miscellaneous Materials			\$75.00
Tax			Incl. in Receipts

Subtotal **\$1,945.00**

Total **\$3,341.64**

15% Mark-up **\$501.25**

Total Cost **\$3,842.89**

Contractor Representative _____

Owner Representative _____

Date _____

COPY

#17-218

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Ritchen Elementary School, located at 2200 Cabrillo Way, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

2003

#17-218

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is

- 2 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

2004

#17-218

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

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

- 3 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

2005

#17-218

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

SECTION 2. CONTRACTOR’S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional

#17-218

services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have

#17-218

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

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

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

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

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

- 6 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

2008

#17-218

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

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

#17-218

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");

- 9 -

#17-218

and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

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

- 10 -

#17-218

Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these

#17-218

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

#17-218

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

- 15 -

#17-218

covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Viola Inc.
1144 Commercial Ave.
Oxnard, CA 93035
Attn: Patrick Waid

#17-218

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
~~1901 Victoria Avenue, Suite #106~~
Oxnard, CA 93035

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

- 17 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

2019

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.

- 18 -

#17-218

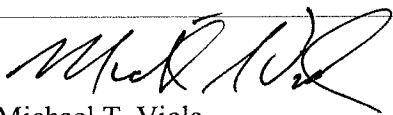
IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Viola Inc.
1144 Commercial Avenue
Oxnard, CA 93031
Patrick Waid, Operations Manager

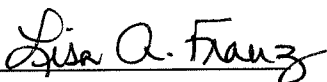
THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030

By: 
Michael T. Viola

Title: CEO

Date: 11/8/2017

By: 
Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

#17-218

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of
California

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

2022

EXHIBIT B

Oxnard School District – Ritche n ES New Addition

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

#17-218

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.

#17-218

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.
-

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.~~
- ~~D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.~~

#17-218

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.

#17-218

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

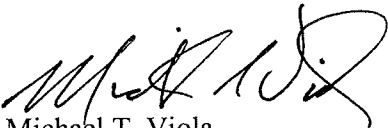
A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

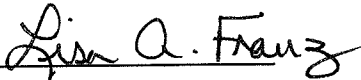
B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:

OXNARD SCHOOL DISTRICT,
a California school district:

By: 
Michael T. Viola

By: Lisa A. Franz 

Title: CEO

Title: Director, Purchasing

Date: 11/8/2017

Date: 11-28-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2017

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	FAX (A/C, No): (805) 585-6200	
	PHONE (A/C, No, Ext): (805) 585-6100	E-MAIL ADDRESS: dirwin@tolmanandwiker.com	
INSURED Viola Inc. P. O. Box 5624 Oxnard CA 93031	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westchester Fire Ins Co	21121	
	INSURER B: West American Ins Co	44393	
	INSURER C: RSUI Indemnity Co	22314	
	INSURER D: Everest National Ins Co	010120	
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 17/18 GL/AU/XS/WC - REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G22012782012 Excludes all WRAP/OCIP Work	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	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			BAA (18) 56449245	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Drive other car \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA242238	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	7600000614171	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Ritchen Elementary School New Addition, Site Location: 2200 Cabrillo Way, Oxnard, CA 93030
GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and representatives are Additional Insured as respects to the above mentioned project per (GL) CG020101185.
GL: A Waiver of Subrogation is added in favor of the Additional Insured per CG24041093. GL/AU: This insurance is Primary & Non-Contributory to any other insurance held by the Additional Insured per the (GL) GLE00070196 and (AU) CA00010306. Endorsements apply only when required by written contract during the policy term.

CERTIFICATE HOLDER Oxnard School District 1055 South C Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Greg Anderson/DEBBI <i>Greg Anderson</i> 2028

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

~~As required by written contract signed by both parties prior to loss.~~

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
As required by written contract signed by both parties prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc., M&T Concrete, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017
Insured By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY .

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

- c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
- (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory. The coverage territory is:
- a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.



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37

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Approval of Contractor Contingency Allocation No. 1 to Construction Services Agreement #17-215 with Viola Incorporated to adjust costs for the Ramona ES Kinder/Flex Project (Penanhoat /CFW)

The Oxnard School District (“District”) Facilities Implementation Plan, approved by the Board of Trustees (“Board”), includes the construction of the new modular building at the existing Ramona Elementary School site.

Accordingly, the Board approved Construction Services Agreement (CSA #17-215) during the November 1, 2017 Board Meeting. This contract includes a Twenty Thousand Dollar and No Cents (\$20,000.00) Contractor Contingency. As outlined in the agreement, the Contractor Contingency may be utilized for specific items of work: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to by the Contractor and District.

At the District’s request, additional asphalt seal coat and additional striping is provided and drawn from the Contractor Contingency. Contractor Contingency Allocation No. 001 provides for the Board’s approval for this additional work. This Contractor Contingency Allocation No. 001 will not increase Contract Time.

FISCAL IMPACT:

Contractor Contingency Allocation No. 001 will be a COST to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of Nine Thousand One Hundred Thirty-Three Dollars and Fourteen Cents (\$9,133.14) and is to be paid out of Contractor Contingency included within the approved Construction Services Agreement #17-215 for the Ramona ES Kinder/Flex Project. The remaining Contractor Contingency Balance after approval of Allocation No. 001 will be Ten Thousand Eight Hundred Sixty-Six Dollars and Eighty-Six Cents. (\$10,866.86).

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 1 to Construction Services Agreement #17-215 with Viola Inc., for additional items of work related to the Ramona Modular Building Project.

ADDITIONAL MATERIALS:

Attached: [Contractor Contingency Allocation #001 - Viola Inc. \(2 Pages\)](#)
[PCO #001 - Seal Coat-Restripe \(3 Pages\)](#)
[Construction Services Agreement #17-215 \(25 Pages\)](#)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: August 7, 2019

CONTRACTOR CONTINGENCY ALLOCATION NO. 001

PROJECT: Ramona Kinder/Flex
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-215

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

ARCHITECT Flewelling And Moody
 815 Colorado Blvd. Suite #200
 Los Angeles, CA 90041

CONTRACTOR:
 Viola Inc.
 1144 Commercial Ave
 Oxnard, CA 93035
 Attn: Patrick Waid

Architects Proj. No.: 1534.01
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-119033

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	20,000.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	0
ADJUSTED CONTINGENCY SUM	\$	0
<u>NET CHANGE</u>	<u>\$</u>	<u>9,133.14</u>
Total Contingency Allocations to Date:	\$	9,133.14
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001.....	\$	10,866.86

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCO #001R1- Seal and Stripe			\$9,133.14	
	Totals			\$9,133.14	

Total Contractor Contingency Allocation Approval No. 001 \$ 9,133.14

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



PCO #001

Viola Incorporated
 PO BOX 5624
 Oxnard, California 93031
 Phone: (805) 487-3871
 Fax: (805) 487-3870

Project: 18-14 - Ramona Elementary School New Addition
 804 Cooper RD
 Oxnard, California 93030
 Phone: 8054873871

Prime Contract Potential Change Order #001: CE #010 - Seal and Stripe

TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	FROM:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	1 - Ramona Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Justine Legaspi (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	6/19/2019
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$9,133.14

POTENTIAL CHANGE ORDER TITLE: CE #010 - Seal and Stripe

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
 CE #010 - Seal and Stripe

ATTACHMENTS:

[Daily Rate Viola Seal and Stripe Ramona.pdf](#) [_Ramona Seal and Stripe Interstate.pdf](#)

#	Cost Code	Description	Type	Amount
1	32-12-16 - Asphalt Paving	Interstate Striping & Signs		\$5,700.00
2	00-72-00 - General Conditions	Viola, Inc.		\$3,433.14
			Subtotal:	\$9,133.14
			Grand Total:	\$9,133.14

Oxnard Unified School District
 1051 South A Street
 Oxnard California 93030

Viola Inc.
 PO Box 5624 1144 Commercial Avenue
 Oxnard California 93031

2037

 SIGNATURE

 DATE

 SIGNATURE

 DATE

 SIGNATURE

 DATE

Interstate Striping & Signs, Inc.

391 DRYDEN ST
 THOUSAND OAKS, CA 91360
 805-558-5384 / FAX 805-449-1489
 UNION LOCAL 1184 - CA LIC. #838618
 SB Micro Certification #1008466 DIR# 1000007945

ESTIMATE

Date	Estimate #
5/13/19	7243

Name / Address
VIOLA INC. 1144 COMMERCIAL AVE OXNARD, CA. 93031

Rep	Project
JP	RAMONA & RITCHEN SCHOOLS

Description	Qty	Cost	Total
RAMONA CLEAN & PREP PAVEMENT FOR SEALCOAT - APPLY (1) COAT - PER SF IRRIGATION MUST BE SHUT OFF 24 HRS PRIOR TO SEALCOATING	16,000	0.30	4,800.00
PAINT KINDERGARTEN TRICYCLE TRACK - PER EA	1	250.00	250.00
PAINT PLAYGROUND HOPSCOTCH - PER EA	3	50.00	150.00
PAINT FOUR SQUARE GAME - PER EA	4	45.00	180.00
PAINT VOLLEY BALL COURT - PER EA	2	60.00	120.00
PAINT PLAYGROUND CIRCLE W/NUMBER & LETTER STENCILS - PER EA	1	200.00	200.00
SUBTOTAL			5,700.00
THIS ESTIMATE IS BASED ON 2 MOVE-INS PER SCHOOL. ADDITIONAL MOVE-INS ARE \$825.00. ALL SURFACES MUST BE CLEAN , CLEAR AND READY FOR STRIPING OR A MOVE-IN CHARGE WILL BE ADDED. STAND BY TIME WILL BE CHARGED AT 75.00 PER HOUR PER MAN. EXCLUDES PERMIT & BUSINESS LICENSE FEES.			
A CONTRACT AND TEN WORKING DAYS NOTICE MUST BE GIVEN PRIOR TO STARTING WORK. PLEASE SIGN AND RETURN		Total	\$5,700.00

Ramona ES - Seal and Stripe
VIOLA INC DAILY TOTAL COST

	DESCRIPTION	DAILY RATE
	ADMINISTRATIVE REQUIREMENTS	
	SUPERVISION	
01 31 01	Project Manager	\$ 131.32
01 31 03	Superintendent	\$ 466.67
01 31 05	Project Engineer	\$ 105.05
01 31 10	Project Coordinator	\$ 53.03
	CONSTRUCTION FACILITIES	
01 52 13	Contractor's Field Office	\$ 7.01
01 52 19	Site Facilities	\$ 9.38
01 56 23	Fencing-Gates-Barricades	\$ 7.80
	DAILY TOTAL COST	\$ 780.26
	TOTAL CALENDAR DAY TIME EXTENSION	4
	TOTAL COMPENSABLE AMT	\$ 3,121.04
	10% MARK UP	\$ 312.10
	TOTAL	\$ 3,433.14

#17-215

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Ramona Elementary School, located at 804 Copper Road, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017

#17-215

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

-
- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is

- 2 -

#17-215

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

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

#17-215

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

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as

- 4 -

#17-215

limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from

- 5 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017

#17-215

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

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

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

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

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is

- 6 -

#17-215

not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

- 7 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017

2046

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

#17-215

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");

#17-215

and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

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

- 10 -

#17-215

Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

#17-215

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

- 13 -

#17-215

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

#17-215

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

- 15 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017

#17-215

covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Viola Inc.
1144 Commercial Ave.
Oxnard, CA 93035
Attn: Patrick Waid

- 16 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017

2055

#17-215

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 Victoria Avenue, Suite #106
Oxnard, CA 93035

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

- 17 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017

2056

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.

- 18 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017

#17-215

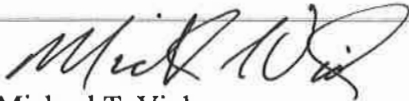
IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

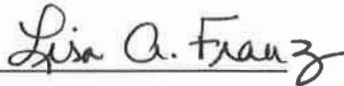
CONTRACTOR

Viola Inc.
1144 Commercial Avenue
Oxnard, CA 93031
Patrick Waid, Operations Manager

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030

By: 
Michael T. Viola
Title: CEO
Date: 11/8/2017

By: 
Lisa A. Franz
Title: Director, Purchasing
Date: 11-28-17

#17-215

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of
California

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017

EXHIBIT B

Oxnard School District – Ramona ES New Addition

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00), to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

#17-215

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.

#17-215

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.
-

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.~~
- ~~D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.~~

#17-215

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 -

#17-215

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:

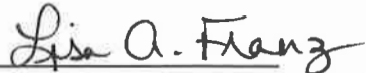
OXNARD SCHOOL DISTRICT,
a California school district:



By: Michael T. Viola

Title: CEO

Date: 11/8/2017



By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Approval of Notice of Completion, McAuliffe ES Kinder/Flex Project (Penanhoat/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.

FISCAL IMPACT:

None.

RECOMMENDATION:

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.

ADDITIONAL MATERIALS:

Attached: [Notice of Completion \(1 Page\)](#)

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: McAuliffe School, 3300 Via Marina Avenue, Oxnard, CA 93035, for Construction Services Agreement #17-212, McAuliffe School Kinder/Flex Project:

That on or about the 1st day of November, 2017 the said Oxnard School District of Ventura County entered into a contract with Viola 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 31st day of May 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: Dr. Anabolena DeGenna

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Amendment # 1 to Agreement #18-72 with 3Chords Inc., dba/Therapy Travelers (DeGenna/Madden)

At the Board Meeting of August 22, 2018, the Board of Trustees ratified Agreement #18-72 with 3Chords Inc. dba/Therapy Travelers, in the amount of \$300,000.00, to provide supplemental staffing on an "as needed" basis for the Special Education Services Department during the 2018-2019 fiscal year.

Amendment #1, in the amount of \$609,081.00, is required to adjust the total cost billed through the end of the 2018-2019 fiscal year. The new total agreement amount will be \$909,081.00.

FISCAL IMPACT:

Not to exceed \$ 609,081.00 - Special Education

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 #18-72 with 3Chords Inc., dba/Therapy Travelers.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 - 3Chords Inc. dba/Therapy Travelers \(1 Page\)](#)
[Agreement #18-72 - 3Chords Inc. dba/Therapy Travelers \(10 Pages\)](#)

**AMENDMENT #1 TO AGREEMENT #18-72 with
3Chords Inc. dba/Therapy Travelers
August 7, 2019**

At the Board Meeting of August 22, 2018, the Board of Trustees ratified Agreement #18-72 with 3Chords Inc. dba/Therapy Travelers, in the amount of \$300,000.00, to provide supplemental staffing on an "as needed" basis for the Special Education Services Department during the 2018-2019 fiscal year.

Amendment #1, in the amount of \$609,081.00, is required to adjust the total cost billed through the end of the 2018-2019 fiscal year. The new total agreement amount will be \$909,081.00.

3CHORDS INC. DBA/THERAPY TRAVELERS:

By: _____
Maria Lankenau, Vice President

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



Staffing Service Agreement #18-72

This Staffing Service Agreement (“Agreement”) is entered into as of the 22nd day of August 2018 (the “Effective Date”), by and between 3Chords Inc., a California corporation d/b/a TherapyTravelers (“TherapyTravelers”), and Oxnard School District (the “Client”).

1. Services and Staffing Confirmation

(a) Subject to availability, TherapyTravelers will provide the services of one or more Rehabilitation Therapist Associates (each an “Associate”) on request from the Client on an as needed and as available basis (the “Services”). In order to initiate Services pursuant to this Agreement, the Client shall provide TherapyTravelers with a request (via telephone, email, facsimile, in person, or mail) describing the Services needed in reasonable detail. TherapyTravelers will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If TherapyTravelers elects to provide the requested Services, a confirmation of and detailed terms of the assignment will be provided to the Client in a “Staffing Confirmation Agreement” in substantially the form attached hereto as Exhibit A.

(b) Each Staffing Confirmation Agreement is incorporated herein by this reference as if fully set forth in this Agreement. If there is a conflict between the terms of this Agreement and a Staffing Confirmation Agreement, the terms of this Agreement shall prevail. The Client agrees to promptly execute and return a copy of each Staffing Confirmation Agreement to TherapyTravelers; provided, however, that if the Client fails to execute the Staffing Services Agreement, its acceptance of the terms thereof may be evidenced by its approval of the assigned Associate’s weekly timesheet or electronic timekeeping record. All Services become subject to this Agreement when TherapyTravelers accepts the Client’s request for Services by issuing a Staffing Confirmation Agreement or providing the Services.

(c) The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to TherapyTravelers by the earlier of (1) ninety (90) days after the claim arises, or (2) thirty (30) days after termination of the Associate’s assignment pursuant to a Staffing Confirmation Agreement. TherapyTravelers will not be responsible for, and the Client hereby waives the right to assert, any claims not reported in accordance with the foregoing.

2. Associates

(a) TherapyTravelers will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job related medical condition or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by TherapyTravelers, consistent with the other terms of this Agreement, but agrees that no refusal will be made on account of race, gender, color, religion, national origin, marital status, veteran status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by TherapyTravelers, pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant of the Client.

(b) Associates shall perform Services at the work site of the Client and during the normal work hours of the Client. The Client will provide, at no cost to TherapyTravelers, working space facilities, and related services and supplies necessary to support each Associate engaged by the Client. Associates will work under the supervision and direction of the Client.

(b) The Client acknowledges that TherapyTravelers usually checks references on Associates only by asking specific questions to select past employers with regard to skills and work history before TherapyTravelers places an individual on his or her first assignment. TherapyTravelers has not engaged in any verification process other than this initial reference check (e.g., TherapyTravelers has not screened for drug use, administered a medical exam or conducted criminal background or credit checks).

(c) The Client is responsible for supervising the assigned Associates(s). The Client will not permit or require an Associate: (1) to perform Services outside of the scope of his or her assignment (2) to sign contracts on behalf of the Client, (3) to make any management decisions, (4) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables, (5) to operate machinery (other than office machines) or automotive equipment, (6) to perform Services remotely (on premises other than the Client's premises), or (7) to use computers or other electronic devices, software or network equipment owned or licensed by the Associate.

(d) The Client agrees to provide safe working conditions. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, the Client will notify TherapyTravelers immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if TherapyTravelers is legally required to initiate E Verify verification procedures for any Associate. TherapyTravelers reserves the right to re-assign any assigned Associate.

(e) The Client hereby acknowledges and agrees that it is responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for its business. The Client further agrees that it is fully responsible for, and that TherapyTravelers will not be responsible for any injuries, claims, damages or losses that may result from the Client's failure to comply with the foregoing.

(f) Assigned Associates will execute any confidentiality agreement that the Client may reasonably require. The Client is responsible for obtaining the assigned Associate's signature. The Client agrees to hold in confidence the identity of any assigned Associate and the assigned Associate's resume, social security number and other legally protected personal information, and further agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use modification or disclosure.

3. Compensation and Payment Terms

(a) The Client shall pay TherapyTravelers an agreed hourly bill rate for each hour worked by an Associate as set forth in the Staffing Confirmation Agreement, which will also specify the duration and location of the assignment. Overtime and Holiday hours worked will be billed at least 1.5 times the normal hourly bill rate, and in a greater amount if required by applicable State or local law. Holidays in consideration will be listed on the Staffing Confirmation Agreement. Overtime hours will be determined in accordance with applicable Federal, state and local laws. Federal law defines overtime as hours in excess of 40 hours per week, and state laws vary. If state law requires double time pay, the double time hours will be billed at 2.0 times the normal hourly bill rate.

(b) Assigned Associates will present a time sheet record to the Client or its designated representative for verification and approval at the end of each week. TherapyTravelers will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. TherapyTravelers invoices are due and payable [upon receipt] [within ten (10) days of the billing date]. In the event that the Client fails to pay any invoice when due, the Client agrees to pay all of TherapyTravelers' costs of collection, including reasonable attorney's fees, whether or not legal action is initiated. Additionally, TherapyTravelers may, at its option, charge interest on any overdue amounts at a rate equal to the lesser of one and one half percent (1.5%) per month or the highest rate allowed by applicable law from the date the amount first became due.

(c) TherapyTravelers may increase its rates for the Services provided under this Agreement to reflect increases in its costs of doing business, including costs associated with higher wagers for workers and/or related tax, benefit and other costs.

TherapyTravelers will provide written or verbal notice of any increase in its rates for the Services, and such increase will be prospective, starting as of the effective date specified by TherapyTravelers.

(d) Invoices submitted by TherapyTravelers to the Client shall include all sales, use or similar taxes that are imposed by state or local law on the amounts to be paid by the Client to TherapyTravelers pursuant to this Agreement, and the Client shall pay to TherapyTravelers the amount of all taxes so included on any invoice.

(e) Consistent with applicable Federal, state and local laws, the Client agrees to investigation from time to time by TherapyTravelers of the Client's credit history, including but not limited to credit reports, rental history reports, BBB reports, and other means. TherapyTravelers reserves the right to refuse to enter into this Agreement or immediately cancel this Agreement, in its sole discretion based on the results of the credit history inspection. TherapyTravelers reserves the right to request prepayment for services rendered if the results of the credit history inspection so indicate.

4. Client Hiring of Associates and Conversion Fees

(a) In the event that the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided hereinbelow. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate's assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

(b) Neither the Client, nor its subsidiaries or affiliates, may, directly or indirectly, hire, offer employment to, or otherwise use the Services of any Associate or former Associate who has performed Services for Client equaling less than 1,500 hours at the Client's facility within the past twelve (12) months. The Client may elect to hire any Associate who has worked more than 1,500 hours at the Client's facility within the past twelve (12) months, subject to payment of a fee equal to thirty five percent (35%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to TherapyTravelers within 10 days of billing. In order for an Associate to be hired on as the Client's employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client's facility.

(c) TherapyTravelers agrees to waive its right to a Conversion Fee after an Associate has completed 2,700 hours over the course of two (2) school years.

(d) The Client shall provide TherapyTravelers thirty (30) days prior written notice of its intention to offer employment to any Associate, and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the TherapyTravelers Associate accepts the offer (in writing, verbally, or otherwise). TherapyTravelers will bill Client for the Conversion Fee after the TherapyTravelers Associate accepts Client's offer.

(e) Commencing on the first day that the Client includes on its payroll any Associate formerly referred to Client by TherapyTravelers, that Associate immediately ceases to be an independent contractor with respect to Client, TherapyTravelers is no longer the Associate's employer, and is in no way liable in any way for that person's actions or omissions, tax deductions, workers' compensation insurance, unemployment compensation taxes or any other legally required taxes and withholdings.

5. Direct Hire Fees

(a) Should the Client wish to use TherapyTravelers as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty three percent (33%) of the candidate's annual salary will become payable to TherapyTravelers when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

(b) Replacement Policy: If the candidate placed with Client voluntarily terminates his/her employment or is terminated for cause within sixty (60) days from the candidate's start date, TherapyTravelers will offer a replacement courtesy for that candidate. However, the replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

6. Dismissals

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a reasonable attempt to rectify the issue, including a notice, in writing, to TherapyTravelers outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by TherapyTravelers staff. Should the issue not be resolved within a reasonable amount of time, the Client may request that the Associate be removed from the assignment. TherapyTravelers will make every effort possible to comply with the Client's request as quickly as possible. Client agrees to honor the terms of this Agreement and pay invoices for hours actually performed by any Associate up to the time of dismissal from the Client's assignment.

7. Cancellations

On short-term assignments (i.e., one to fourteen days), cancellations must be made six (6) business days prior to the report time. A cancellation fee of one half (1/2) the scheduled hours for any shift cancelled is payable to TherapyTravelers for any cancellation made with less than six (6) business days notice. On long-term assignments (i.e., two or more weeks), Client must provide twenty (20) in-session school days (work days) notice of cancellation to TherapyTravelers. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to TherapyTravelers for all cancellations made with less than twenty (20) in-session school days (work days) notice. For assignments TherapyTravelers must be granted at least forty (40) hours per week of work (unless the Client's full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty seven and a half hours per week). If an Associate's travel staffing assignment ends prematurely, the Client agrees to pay to TherapyTravelers, upon presentation of an invoice, all remaining housing costs for the Associate, including apartment and furniture leasing costs, until the expiration of the applicable lease(s).

8. Contract Termination

This Agreement remains in effect until terminated by either party. This Agreement shall be terminable by either party upon thirty (30) days written notice. Termination of this Agreement will also result in the termination of all Staffing Confirmation Agreements between TherapyTravelers and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination in the event that TherapyTravelers reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

9. Notices

For the purposes of this Agreement, notice shall be effective to the parties at the following addresses:

Client: Oxnard School District
1051 South A Street
Oxnard, CA 93030

TherapyTravelers: TherapyTravelers
355 Redondo Ave.
Long Beach, CA 90814

9. Insurance, Indemnification and Limitation of Liability

(a) TherapyTravelers shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, TherapyTravelers shall procure and maintain insurance and upon written request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability - \$1,000,000 per claim, \$3,000,000 Aggregate
- General Liability - \$1,000,000 per claim, \$3,000,000 Aggregate

(b) To the extent permitted by law, TherapyTravelers will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by TherapyTravelers' breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in the Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of TherapyTravelers or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(c) To the extent permitted by law, the Client will defend, indemnify, and hold TherapyTravelers and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in the Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of the Client or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(d) Circumstances may arise where, because of a default on the part of TherapyTravelers, the Client is entitled to recover damages from TherapyTravelers. Regardless of the basis on which the Client is entitled to claim damages from TherapyTravelers (including fundamental breach, negligence, misrepresentation, or other contract or tort claim) TherapyTravelers' liability, if any, will (in the aggregate for all claims, causes of action, or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to TherapyTravelers for the Services that are the subject of the claim.

10. Miscellaneous

(a) Entire Agreement. This Agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be

modified except by written agreement signed by both parties. This Agreement supersedes all previous written or oral agreements between the parties

(b) Assignment. This agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective parties

(c) Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

(d) Governing Law. The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the parties hereunder shall be governed and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. All actions, including arbitration, arising out of this Agreement, shall be in Los Angeles, California.

(e) Severability. The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.


(f) Attorneys' Fees. In the event of any arbitration or other action arising out of or related to this Agreement, or any Staffing Confirmation Agreement, the prevailing party in such arbitration or other action shall be entitled to receive an award of all costs and expenses of such arbitration or other action, including reasonable attorneys' fees and costs, and all other expenses in connection therewith, in addition to any other award or remedy provided in such arbitration or action, and the same shall be included in the award and any judgment.

(g) Authority. The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

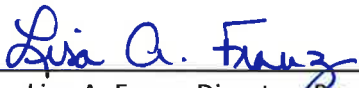
"TherapyTravelers"

3CHORDS INC.
A California Corporation

By:  9-17-18
Maria Lankenau, Vice President

"Client"

Oxnard School District

By:  9-10-18
Lisa A. Franz, Director, Purchasing

By extending a permanent or travel offer to a candidate that you have received from TherapyTravelers, you expressly agree to the terms and conditions of the Staffing Confirmation Agreement and the TherapyTravelers Staffing Service Agreement unless otherwise agreed in writing.



Oxnard School District - Rate Sheet for 2018/2019

TherapyTravelers specializes in providing highly qualified therapists to school districts across the country. We are a Southern California based business and enjoy working with districts within our local area.

We focus on staffing the following positions: Speech Language Pathologist, Speech Language Pathologist Assistant, Speech Language Pathologist – CFY, Occupational Therapist, Occupational Therapist Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist and School Nurses.

SLP	\$85-\$110
SLP - CFY	\$75-\$85
SLPA	\$65-\$78
OT	\$85-95
COTA	\$75-85
PT	\$85-\$105
PTA	\$75-85
School Psychologist	\$90-\$115

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Approval and Adoption of the June 2019 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/Penanhoat/CFW)

At the June 19, 2019 board meeting, the Board received the June 2019 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program (Program) and received a detailed presentation by CFW during the June 26, 2019 Special Board Meeting. The June 2019 Report, provides the thirteenth 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 December 2018, and the time of this document’s publishing in June 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 \$447.6 Million, based on decreases in projected State Aid due to the availability of hardship funding and decreases in Developer Fee revenues due to slower than anticipated development within the District during the current fiscal year. Proposed uses have been adjusted to provide previously Board-approved increases to current projects due to specific project construction needs and required professional services. Adjustments also include a proposed increase to the Lemonwood Kindergarten Annex project budget to accommodate anticipated increases to the total project costs. The proposed kindergarten facilities project at Driffill Elementary is recommended to be placed on hold pending a required resubmission of plans to the Division of State Architect and associated costs. Proposed modernization improvements to McAuliffe and Ritche Elementary schools as previously adopted by the Board will proceed. Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board.

RECOMMENDATION:

It is the recommendation of the District’s Superintendent that the Board accepts and adopts the June 2019 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program and the Board directs staff and CFW to proceed with adjustments to the program for immediate implementation.

ADDITIONAL MATERIALS:

Attached: [OSD June 2019 Implementation Plan Update](#)



June 2019



OXNARD
SCHOOL
DISTRICT

MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees





Prepared by:

Caldwell Flores Winters

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

6425 Christie Avenue, Suite 270
Emeryville, CA 94608

815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041

For:

Oxnard School District

1051 South A Street
Oxnard, CA 93030

Board of Trustees

Veronica Robles-Solis, President
Monica Madrigal Lopez, Clerk
Denis O’Leary, Trustee
Debra M. Cordes, Trustee
Dr. Jesus Vega, Trustee

District Administrators

Dr. Cesar Morales, Superintendent
Janet Penanhoat, Assistant Superintendent, Business and Fiscal Services
Dr. Ana DeGenna, Assistant Superintendent, Educational Services
Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services
Letitia Austin, Chief Information Officer

TABLE OF CONTENTS

Table of Contents.....	iii
Index of Tables	iv
Index of Figures	iv
Program Overview	5
1.1 Educational Program	5
1.2 Facilities Program	7
1.3 Funding & Sequencing	7
1.4 Recommendations.....	8
Educational Program	10
2.1 Educational Program Update.....	10
2.2 21 st Century Design Standards.....	13
2.3 Location Considerations for Educational Programs.....	14
State & Local Considerations	20
3.1 Student Enrollment and State Aid Pupil Grants.....	20
3.2 Prop. 51 and State Reimbursement.....	22
3.3 Program Considerations	24
Facilities Program	27
4.1 Phase 1 Projects.....	27
4.2 Phase 2 Projects.....	32
4.3 Recommendations.....	41
Program Funding & Expenditures	42
5.1 State Matching Grants	43
5.2 Developer Fees	57
5.3 General Obligation Bonds.....	59
5.4 Program Expenditures to Date	67
Master Budget & Schedule	70
6.1 Adopted Master Construct and Implementation Program Budget	70
6.2 Revised Master Construct and Implementation Program Budget.....	73
6.3 Phase 1 Master Budget and Schedule	75
6.4 Phase 2 Master Budget and Schedule	76
6.5 Phase 3 Master Budget and Schedule	78
6.6 Phase 4 Master Budget and Schedule	78
6.7 Master Schedule	79
Recommendations.....	83
7.1 Conclusion & Recommendations.....	83
Exhibit A	84
Presentations, Workshops & Updates to the Board of Trustees.....	84

INDEX OF TABLES

- Table 1: Summary Schedule 9
- Table 2: Estimated State Aid Impact to Proposed Permanent Classrooms 18
- Table 3: Estimated State Aid Impact from Unused Portable Classrooms 18
- Table 4: Oxnard School District: Historical and Projected Enrollment by Grade 22
- Table 5: Oxnard School District: Submitted State Aid Applications 23
- Table 6: Summary of Proposed Modernization Improvements 40
- Table 7: Estimated Remaining Modernization Eligibility from Permanent Classrooms: 60/40 Program 45
- Table 8: Estimated Remaining Modernization Eligibility from Portable Classrooms: 60/40 Program 45
- Table 9: New Construction Eligibility: 50/50 Program 49
- Table 10: Estimated State Rank Order Funding of District Applications 50
- Table 11: Remaining Project Improvements for K-5/K-8 MPR and Support Spaces 51
- Table 12: Proposed Kindergarten Grant Applications 52
- Table 13: Allocation of New Construction Pupil Grants 55
- Table 14: Submitted State Aid Applications 56
- Table 15: Future New Construction State Aid Applications 57
- Table 16: Future Modernization State Aid Applications 57
- Table 17: Summary of Measure D Bond Sales to Date 60
- Table 18: Bonding Capacity Analysis 61
- Table 19: Historical Assessed Valuation 62
- Table 20: Estimated Impact of SFP Delays 65
- Table 21: Proposed Project Uses for Expanded Local Strategy 67
- Table 22: Estimated Phase I and Phase II Expenditures to Date 69
- Table 23: Adopted Master Construct & Implementation Program Budget 71
- Table 24: Revised Master Construct & Implementation Program Budget 74
- Table 25: Proposed Phase 1 Master Budget and Schedule (FY 2013-17) 76
- Table 26: Proposed Phase 2 Master Budget and Schedule (FY 2017-20) 77
- Table 27: Proposed Phase 3 Master Budget and Schedule (FY 2021-25) 78
- Table 28: Proposed Phase 4 Master Budget and Schedule (FY 2026-29) 79
- Table 29: Summary Schedule 81
- Table 30: Projects Under Management 82

INDEX OF FIGURES

- Figure 1: California State K-8 Enrollment 21
- Figure 2: Ventura County K-8 Enrollment 21
- Figure 3: Oxnard School District K-8 Enrollment 21
- Figure 4: District Adopted Funding Strategies 24
- Figure 5: Estimated Timing and Sizing of Measure D Bond Issuances as of December 2018 Report 63
- Figure 6: Estimated Timing and Sizing of Accelerated Measure D Bond Issuances 63
- Figure 7: Estimated Timing and Sizing of Bond Issuances 66

PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the thirteenth 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 December 2018 and the time of this document’s publishing in June 2019. As in the past, 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 has continued to implement the Academic Strand Focus and Academy programs previously approved by the Board at each of the schools. In an effort to more fully integrate the Academic Strand Focus and Academies into the core curriculum, a three-year implementation plan has been developed which details when grade levels will be mapping standards, writing instructional units, and piloting, revising, 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. To this end, the District implemented “Lab Days” beginning late fall of 2018 in which each District office administrator oversees a group of principals and meet monthly to 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. At the monthly Instructional Rounds, each group circulates into classrooms and observes the instruction followed by an analysis of what was happening in the classroom.

In January 2019, the District held training for all principals providing an overview of the process that would be used to develop the units of study across the grade levels in an effort to integrate the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) with the Academic Strand Focus or Academies at each of the schools. The goal of this work is to provide rich learning experiences for students with rigorous and relevant curriculum.

Beginning in early April 2019, second through fifth grade level teacher teams worked to create research-based curriculum units that include an essential question as a guiding principle and align the essential question with the NGSS and CCSS for reading, writing and math as well as the English Language Development (ELD) standards. These units are critical to creating a focused and intentional approach to improving student performance and achievement, building the capacity of teachers and principals and ultimately building a high-performance school district. In mid-April 2019, principals attended a two-day training led by the Assistant Superintendent of Educational Services to identify the District’s vision, mission, and values and how these related to the District goals.

The District now has three 21st Century schools, with an additional one to be completed and ready for occupancy at the beginning of 2020 and another ready for occupancy during the summer of 2019. 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 necessary instructional shifts. Along with continued staff training, guidance, and oversight, for the implementation of these strategies, the District is poised for strong instructional shifts in the next year. This shift will be integrated as the additional schools are rebuilt and 21st Century facilities are made further available to house the District’s intended educational program.

The District has elected to modify its 1:1 mobile device program to grade TK, K and 1st grade students, restricting the number of devices in classroom instruction to 10 per classroom without the opportunity for students to transport devices home. This impacts the use of 21st century classroom facilities and instruction and has been implemented to absorb costs while maintaining some access to 21st Century technology for all students. Over the long term there needs to be further consideration to optimize available funding and extend the use of 1:1 devices. Many districts have approached the funding issue by allowing a “bring your own device” program from able students. Others have elected to use a device platform that has a longer life that can accommodate the demands of different users over time. Still others have staggered their initial and refresh rate of new devices to lessen the economic impact at any given time. In other districts, override tax programs have been successful introduced to maintain ongoing

technology operations, hardware, training and refresh rates. The District should further consider such options.

1.2 FACILITIES PROGRAM

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

- Completion and grand opening of the new Elm elementary school
- Completion of the second phase of the new Lemonwood K-8 school, including kindergarten classrooms, the administrative building, and parking area
- Completion of the new kindergarten/flex classrooms at Ramona elementary
- Continued construction of the new McKinna elementary school and new Marshall grade 6-8 classroom building
- Upcoming launch of construction for the kindergarten annex facility at Lemonwood elementary school
- Pending approval from DSA 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
- Submittal of funding applications under the Kindergarten Grant Program
- Anticipated receipt of approximately \$10.8 million in State aid reimbursements grants approved by the State Allocation Board (SAB) in May 2019

In addition, the Board held a study session in February to review the implementation of the proposed educational program and an April study session on the status of the Master Construct and Implementation Program and the impact of the exhaustion of the State's SFP Program under Proposition 51. Priority projects were discussed at the April meeting with the direction to proceed with construction of Seabridge followed by Rose Avenue. Over the long term, the District also discussed the need to further consider options to once again to seek an interim local solution to absorb 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 decrease to approximately \$437.6 million, based on decreases in projected State aid and Financial Hardship grants and lower than anticipated residential development and associated Developer Fee revenues for the current fiscal year. Planned expenditures are projected to equal \$437.6 million with Program Reserves projected at \$37.8 million overall to accommodate expected increases in future program expenses and to accommodate further delays in receipt of State aid reimbursements.

Major adjustments to the approved budget incorporate prior approved Board actions for construction and professional services associated with Lemonwood and Elm. An additional allowance is being requested for Marshall to accommodate anticipated costs of additional DSA reviews and delays in construction. Additional increases are proposed for the Doris/Patterson LAFCo and Seabridge planning to accommodate the extended local review and permit process. Budget decreases of approximately \$289,000 are being returned to the Program Reserve as savings from Project 1. In total, the Phase 1 budget has been increased by \$5.8 million to reflect these adjustments, including a onetime \$940,358 adjustment by the District for additional technology expenses. Kindergarten improvements planned for Driffill Elementary are recommended to be placed on hold pending resubmission of architectural drawings for DSA approval. The reconstruction of Marina West is proposed to be placed on hold subject to the availability of additional State aid or the identification of additional sources of local funding.

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 effect current State aid eligibility for Program reimbursements and implementation. An assessment of potential impacts to the Program are identified and proposed program to mitigate these efforts is presented.

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

	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
Reconstruct:																
Harrington	<i>Complete</i>															
Harrington Kindergarten Annex	<i>Complete</i>															
Lemonwood	<i>Complete</i>															
Lemonwood Kindergarten Annex	<i>Complete</i>															
Elm	<i>Complete</i>															
McKinna	<i>Complete</i>															
Rose Avenue	<i>Complete</i>															
Construct:																
Marshall 6-8 Classrooms	[Green Bar]															
Seabridge K-5	[Green Bar]															
Doris/Patterson K-5	[Green Bar]															
Doris/Patterson 6-8	[Green Bar]															
Construct Kinder + SDC Classrooms/Additional Support Space:																
Ramona	[Yellow Bar]															
Brekke	<i>Complete</i>															
Ritchen	<i>Complete</i>															
McAuliffe	<i>Complete</i>															
21st Century Modernizations:																
McAuliffe	[Pink Bar]															
Ritchen	[Pink Bar]															
Multipurpose Rooms:																
Fremont	[Purple Bar]															
Haydock	[Purple Bar]															
Kamala	[Purple Bar]															
Chavez	[Purple Bar]															
Curren	[Purple Bar]															
Driffill	[Purple Bar]															
Ramona	[Purple Bar]															
Brekke	[Purple Bar]															

EDUCATIONAL PROGRAM

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).

2.1 EDUCATIONAL PROGRAM UPDATE

The 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 what are high quality instructional practices and that there is a common language about these practices. To this end, the District implemented “Lab Days” beginning late fall of 2018 in which each District office administrator oversees a group of principals. They meet with their group once a month. At their meetings, they visit one of the schools and do “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 instructional rounds is observing teachers 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. At the monthly Instructional Rounds, each group circulates through the classrooms and observes the instruction followed by an analysis of what was happening in the classroom. They are observing 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.

The information gathered should guide future professional development.

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.

In January, the District held training for all principals as this work must be led by the principals at each of the schools who will provide oversight for the ultimate implementation of the initiative. At this training, the principals were given an overview of the process that would be used to develop the units of study across the grade levels in an effort to integrate the CCSS and NGSS with the Academic Strand Focus or Academies at each of the schools. The goal of this work is to provide rich learning experiences for students with rigorous and relevant curriculum.

The mapping of the K-1 CCSS and NGSS standards and the development of the units of study have been completed by the K-1 Dual Language Immersion (DLI) teachers. Select teachers have begun to pilot the units making the necessary adjustments to the curriculum as needed. Their work is also used as a model for other grade levels as they begin this work. The standards are the same for DLI and Structured English Immersion (SEI), only the language of instruction is different. Thus, the K-1 Standards and Units will now be moved into the SEI program, changing the language of instruction.

Beginning April 7, second through fifth grade level teacher teams worked to create research-based curriculum units that include an essential question as a guiding principle and align the essential question with the NGSS and CCSS for reading, writing and math as well as the English Language Development (ELD) standards. These units are critical to creating a focused and intentional approach to improving student performance and achievement, building the capacity of teachers and principals and ultimately building a

high-performance school district. Again, this work is tied with the Academic Strand Focus and the Academy programs at each of the schools.

On April 10 and 11, principals attended a two-day training led by the Assistant Superintendent of Educational Services. At this training, the District focused on building coherence within the District by explaining the importance of:

1. Focusing direction (purpose driven, goals that impact, clarity of strategy, and change leadership)
2. Cultivating collaborative cultures (culture of growth, learning leadership, capacity building and collaborative work)
3. Deepening learning (clarity of learning goals, precision in pedagogy, shift practices through capacity building),
4. Securing accountability (internal and external accountability)

These above strategies were also linked to the Board goals, the Master Construct and Implementation Plan, and the work that had already begun in the District for the Academic Strand Focus, the Academies and the training on literacy instruction for reading and writing.

It is important for the leadership of the District and at the school sites to understand the vision of the District and how all of the parts must be integrated into one focused direction. Powerful instructional pedagogy and essential instructional practices along with understanding the instructional core (teacher, student and content) were a focus of the training. It is essential that principals understand what powerful instructional practices look like and can identify them if they are going to lead their teachers to implement these practices in their classrooms. Understand the instructional core, which is understanding the content of the lesson, knowing what is the teacher's responsibility and knowing what is the student's responsibility, is fundamental to making instructional shifts necessary to do the work of integrating the CCSS and the NCSS. The entire District Leadership Team read *Pathways to the Common Core* so that they would have a common understanding of the work before them and to understand why it is essential that they understand deeply the mapping of the standards, aligning the assessments to the standards, and ensuring that the curriculum developed is aligned to the standards.

Developing coherence in a District is essential if the District is to move forward with its educational vision. To that end, the principals were asked to understand the District vision and goals, the work in the Master Construct and Implementation Plan and acknowledge how it will impact the work they are doing, what the implications of the plan has for them, what they need to do to move forward, and what they need to stop doing that is getting in the way of full implementation. The principals were taken through an exercise in which they were to identify the Districts vision, mission, and values and how these related to the District goals. They learned about essential practices that improve instruction and should be a part of the work of every school: effective first instruction, evidence-based practices, data driven decision making, and collaborative cultures. They then worked through a series of guiding questions that will inform their work at their school sites:

1. What do students need to know and be able to do? (Essential questions in the CCSS and NGSS)

2. How will we know if they have learned it? (Assessments for the CCSS and NGSS)
3. What will we do if they have not learned it? (Multi-tiered Systems of Support)
4. What will we do if they have? (Extension and Enrichment that brings depth and complexity through student created projects)

The District now has three 21st Century schools, with an additional one to be completed and ready for occupancy at the beginning of 2020 and another ready for occupancy during the summer of 2019. Additional improvements have been made at 11 other schools in the District. More are planned as part of the Master Construct Program. These improvements provide the classroom environments in which teachers have the tools to provide the instructional shifts necessary to affect 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.

2.2 21ST CENTURY DESIGN STANDARDS

A desired goal is for the District's educational vision to be the driver of proposed facility improvements, such that all improvements directly or indirectly support the educational program to increase academic achievement for all Oxnard students. The District has elected to proceed with an academic program that integrates the curriculum with the Common Core State Standards (CCSS) and the Next Generation Science Standards (NGSS) at each of the schools to prepare students for rigorous high school pathway programs. This requires a built environment that supports the 21st Century learning skills of collaboration, creativity, ability to easily communicate, engage in inquiry and problem solving and develop creative solutions to complex problems, often as part of smaller groups. Learning spaces in new or modernized classrooms have been planned to provide students and teachers with an increased level of functionality that delivers new types of interactivity for modern learning.

Flexible space and adaptable furnishings are two of the keys that unlock the full potential of the classroom in the 21st Century. Flexible rooms are designed to be as open as possible, so that the furniture inside them can be configured for different purposes as needed. One day, a teacher may want her students arranged in small groups. The next day, she may want the middle of the floor cleared of all furniture for a class activity. And on the third day, she may need to administer a test, with each student at their own desk in traditional rows and columns. An open-plan room requires flexible furniture to be able to achieve this simply and efficiently. The arrangement of adaptable furniture lends itself to the creation of small learning communities within classrooms. Students can read, write, design, create, or discuss in a variety of arrangements, all of which can be reconfigured at the instructor's discretion.

To achieve a 21st Century Learning Environment, furniture and equipment must be mobile, flexible and there needs to be robust technology in the classroom. There is research on brain activity and attention span and its relationship with mobile and flexible seating and movement. There must be space for students to configure and reconfigure the classroom as well as move furniture out of the way to make for large spaces for classroom projects and activities. Traditional classroom casework often monopolizes wall space and over-saturates the room with storage functions for an "analog" design. In most 21st Century

classrooms, only a limited supply of casework and storage are required. Storage solutions are achieved through the use of moveable carts. There will always be a need for wall space throughout the room to pin student work, learning concepts, and other materials which is achieved through tackboard. Markerboards (whiteboards) provide for multiple writable surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for drawing, writing practice, or group activities. Marker boards should also be magnetic, to allow instructors to attach student exemplars where needed for instruction.

The District has set an initial specification for classroom furniture that is mobile and flexible. Adjustments are being made to better integrate storage units and markerboard space. For example, the previous specification for seven storage units per room over saturate the wall space, covering the white board space and limiting its usability for instruction. In addition, that much many storage units take up much of the space in the room limiting the functionality of the mobile and flexible furniture as well as the classroom space.

New design standards will be set that limit the amount of whiteboard space to 65% of the total lineal wall space with tackable material covering the remaining 55% of the total lineal wall area in a general purpose classroom. The number of storage units will be reduced from seven total units to four total units. These changes are being made to improve the 21st Century learning environments for students to allow them to engage in learning that is fostered through such skills as collaboration, creativity, engage in inquiry and problem solving and develop creative solutions to complex problems.

2.3 LOCATION CONSIDERATIONS FOR EDUCATIONAL PROGRAMS

In Oxnard, facilities have been specified and designed for specific educational programs that the District offers to its students. To that end, an analysis of the educational program and the specific location of those programs was conducted to ensure ongoing integration with the facilities program. The educational program that will operate at each of the District's schools along with the accompanying facilities to house the education program was analyzed to ensure that the District facilities will meet the educational program needs. The current programs offered and the enrollment in those programs was used as the baseline for the types and numbers of classrooms and facilities needed.

Each of the schools offer an Academy or Academic Strand Focus program that is integrated into the core academic program. The District also operates the following educational programs:

- Transitional Kindergarten (TK)
- Kindergarten (K)
- Dual Language Immersion (DLI) at select schools
- Mild to moderate and moderate to severe special day classes
- Newcomers Program
- Piano labs at specific K-5 classrooms in the District and a music room at a K-8 school

A summary of this analysis indicates that the District may have sufficient classrooms in which to operate both core and specific educational programs in Title 5 compliant classrooms for TK and kindergarten, operate clusters of special education programs where necessary at select schools, and be able to provide these facilities in permanent classrooms at the completion of construction at Seabridge and Rose Avenue elementary schools. Up to this point, the District has continued to house students in portable and existing permanent classrooms wherever possible to accommodate the reconstruction of facilities, the removal of designated portable classrooms and the accommodation of existing and new educational programs. The accommodation of these students and programs into their permanent facilities location upon completion of these facilities will need to be done strategically and in phases so that the District is able to minimize disruptions to the educational program, capture as much of its remaining eligibility in modernization and new construction funds as possible and complete implementation of the Master Construct Program at remaining facilities.

In further reference to the latter, additional progress remains to be made in the implementation of the Master Construct Program at existing K-5 and K-8 school facilities and in the modernization and reconstruction of the existing middle school facilities at Frank, Fremont and Haydock, respectively. For example, existing support facilities improvements at the K-5 and K-8 schools are required to meet the day to day operational and long-term educational specifications for each school. These include upgrade, replacement or construction of multi-purpose rooms, libraries, administrative facilities, bus and parking improvements and modernization of eligible classroom facilities into comparable 21st Century learning environments. Previous site studies undertaken by the Board suggest the need to reconstruct Fremont and Haydock schools, given their age and existing condition. Frank, the newest 6-8 school, has been identified as eligible for matching State grants for modernization and transformation into a modern 21st Century school facility.

At the completion of Rose Avenue, the District will have sufficient space to house 17,781 students in a total of 647 classrooms. There will be approximately 112 unallocated classrooms, which could allow the District to remove most portables at the conclusion of the building program.

2.3.1 TK AND KINDERGARTEN

Educational specifications adopted by the Board require that all students in the TK, K and SDC severe program be housed in Title 5 compliant permanent classrooms with additional classrooms available, where feasible, to accommodate Title 22 preschool programs. At the completion of Seabridge and Rose Avenue elementary schools, the District will have a total of 97 permanent classrooms that meet the Title 5 educational specifications necessary to house TK, K, or SDC severe students. In addition, these newer facilities also meet the Title 22 definition for preschool educational spaces. Currently the TK population is clustered in the district with a total of 14 classrooms. The current FY 2018-16 enrollment suggests that the District needs only 13 classrooms for this program. The District is currently operating the kindergarten program in 66 classrooms. Based on current enrollment, the District necessitates 64 classrooms to house all of the kindergarten students in classrooms with 24 students to one teacher. The Severe SDC students are currently being taught in 12 classrooms. For all three programs at the current enrollment levels, the

District needs a total of 89 classrooms. Upon completion of Seabridge and Rose elementary schools, the 97 permanent classrooms will meet the Board's adopted specification and house TK, K, and SDC Severe students with the remainder available for growth and/or accommodate preschool programs as desired by the Board.

Approximately 20 percent of kindergarten cohort students are in the TK program making entire classes of TK students at each school site impossible. For this reason, the District currently clusters the TK children at select schools based on available portable and permanent facilities and will have the opportunity to continue the cluster model at seven schools throughout the District that have Title 5 compliant classrooms. No change to the TK program in eight of the District's K-5 and K-8 schools is required. Ramona will continue to have a TK program but will be reduced to one TK class as there are no additional Title 5 compliant classrooms available for this purpose nor are they needed at the District wide level to house the program. Sierra Linda and Marina West will not have been reconstructed by this time and thus do not have the opportunity to house TK students in permanent Title 5/Title 22 compliant facilities, nor are they needed based on current enrollment at the District wide level. McAuliffe, Ritchen, Rose Avenue, Marshall, and Driffill will lose their TK programs and these programs will go to the newly constructed facilities at Harrington and Lemonwood.

The kindergarten program will be implemented at all K-5 and K-8 schools. Due to the varying pre-existing kindergarten facilities at each school, plus those constructed pursuant to the Title 5/Title 22 Master Construct educational specifications adopted by the Board, schools will have different numbers of kindergarten classes as all kindergarten students will be placed in Title 5 compliant classrooms upon completion of Seabridge and Rose elementary schools. Six schools will have no change to their kindergarten programs (Harrington, Elm, Brekke, McAuliffe, Ramona and Chavez) as existing permanent classrooms are consistent with Title 5 requirements. Six schools will lose one kindergarten class (McKinna, Marina West, Driffill, Curren, Kamala and Soria) as the overflow of kindergarten classrooms in portable or non-conforming permanent classrooms is reduced and the schools are once again allowed to operate at their designed Title 5 kindergarten capacity. Sierra Linda will lose two kindergarten classrooms, currently housed in portable or non-conforming permanent classrooms. These classes will be moved to Title 5 compliant kindergarten rooms at Rose Ave, Ritchen, Seabridge, Lemonwood, and Marshall.

Overall, twelve of the eighteen K-5 and K-8 schools will offer 4 kindergarten programs each: Harrington, Elm, McKinna, Brekke, McAuliffe, Ramona, Seabridge, Marshall, Lemonwood, Driffill, Chavez, and Kamala. Curren and Soria will each have 3 kindergarten Title 5 compliant classrooms. Marina West and Sierra Linda will have 2 kindergarten Title 5 compliant classrooms with Rose Avenue and Ritchen having 5 kindergarten classes.

The movement of TK and K programs will happen over the next three years, assuming construction proceeds as scheduled. The 21st Century schools, Harrington, Elm, McKinna, and Lemonwood, should be filled to capacity by 2020-21 school year using the classroom program allocations provided. To make this happen, the following changes will need to occur: 24 Kindergarten students at McKinna will need to be moved to other schools in the District, one new kindergarten class will be opened at Lemonwood, and

one K class will be moved from Driffill to Marshal. Upon completion of Rose Avenue, one K classroom at each of the following schools: Curren, Kamala, and Soria, will be moved to Rose Avenue and to Seabridge. TK programs from Rose Avenue, McAuliffe, Ritchen, Ramona, Marina West, Sierra Linda, Marshall, and Driffill will move to Lemonwood or Harrington.

2.3.2 SPECIAL EDUCATION

The District operates both mild to moderate and moderate to severe special education program. Students in the mild to moderate classrooms require a general purpose classroom. Student in the moderate to severe program require a larger classroom and bathroom accessible from the main classroom area. The mild to moderate and moderate to severe programs are operated throughout the District at all schools except Driffill, Chavez, Kamala, and Soria. The mild to moderate SDC will operate in one classroom at Lemonwood. Elm, Sierra Linda, and Frank will each have two SDC non-severe programs. Fremont will offer three mild to moderate SDC programs and Harrington, Marina West, Marshall and Haydock will each have four mild to moderate SDC.

All SDC Severe classrooms will remain in their current location and will be housed in Title 5 compliant classrooms. Based on a need for 13 classrooms throughout the District, the SDC Severe program will be offered at the following school sites: Brekke, McAuliffe, Ritchen, Rose Avenue, Marshall, Frank and Haydock schools. One additional classroom at McKinna can be used for increased SDC severe enrolment or preschool programs.

2.3.3 EDUCATIONAL STRANDS AND DUAL LANGUAGE IMMERSION

Each of the K-5 schools will continue to offer the academic strand focus that was selected in 2013. The K-8 schools will offer an academy program as well as the Dual Language Immersion Program (DLI), with the exception of Marshall which will offer only the academy program. The three middle schools will offer an academy program, and Haydock will also offer a DLI strand for those students matriculating from the K-5 DLI programs.

The District has implemented DLI programs at the elementary and middle school level. Districtwide, the DLI program is estimated to accommodate 7,344 students. Four of the K-5 schools including Harrington, Elm, McKinna, and Ramona as well as the K-8 schools Driffill, Chavez, Curren, and Kamala will operate as entirely DLI schools. Lemonwood and Soria will have a cohort of DLI students. The remaining six K-5 schools including Rose Avenue, Marina West, Brekke, McAuliffe, and Ritchen, and Sierra Linda will operate as Structured English Immersion (SEI) schools as well as Marshall, Frank and Fremont. One of the 6-8 schools, Haydock, will have a DLI strand to serve those students who matriculate from the K-5 schools and desire to remain in the DLI program. Haydock is estimated to accommodate 108 at the 6-8 level that will participate in the program.

At each of the newly constructed K-5 schools, a piano lab has been built and keyboarding skills are offered as an enrichment class for the students. Piano keyboarding classes are offered at Harrington, Elm, McKinna, and Rose Avenue. Music instruction will be offered at Marshall.

In addition, the District will offer a Newcomers Program at two schools, McKinna and Frank Middle School. Each of these schools will have three classes for the Newcomers Program. This program is offered to students who have recently come to the United States and have specific academic needs that require intensive instruction so that they are able to “catch up” academically to their grade level peers. It also provides intensive English Language Instruction for the students.

2.3.4 STATE AID

Based on a review of estimated modernization eligibility and enrollment, the proposed classroom allocation presented above would minimize the impact to McAuliffe, Frank, Sierra Linda and Marina West, if these facilities are not modernized prior to the projected completion of Rose Avenue. All other facilities are not as substantially impacted by these factors. Both McAuliffe and Frank are currently eligible for modernization and if not modernized by that time, approximately \$372,060 of a total of \$8.7 million may be lost due to the reallocation of enrollment to other schools. In the case of Marina West and Sierra Linda, approximately \$1.1 million of eligibility for the modernization of portable classrooms is currently available with the balance of \$3.8 million in permanent classrooms eligibility becoming available in 2025 and 2026-29, respectively. To the extent these facilities are not modernized or reconstructed prior to the completion of Rose elementary facilities, approximately \$2.0 million in modernization eligibility may be at risk due to the reallocation of students to other schools. Nonetheless, that still maximizes approximately \$10.5 million in overall modernization funding, if enrollment does not increase.

To be eligible for modernization eligibility, a permanent facility must have experienced 25 years since construction or its last modernization and a portable facility must have undergone a similar 20 year period. In addition, there must be sufficient student enrollment available to occupy that facility. As enrollment changes and additional improvements are completed to accommodate educational programs, it is assumed that students and programs will be moved as proposed above to classrooms that meet the intended design and function of the learning spaces.

Table 2: Estimated State Aid Impact to Proposed Permanent Classrooms

School	Estimated Eligible Permanent Classrooms										Allocated Classrooms			
	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total (A)		Proposed CRs (B)		Delta (A)-(B)	
	CRs	Amount	CRs	Amount	CRs	Amount	CRs	Amount	CRs	Amount	CRs	Amount	CRs	Amount
McAuliffe	27	\$3,125,412	0	\$0	0	\$0	0	\$0	27	\$3,125,412	26	\$3,018,600	1	\$106,812
Sierra Linda	0	\$0	0	\$0	0	\$0	21	\$2,438,100	21	\$2,438,100	16	\$1,857,600	5	\$580,500
Marina West	0	\$0	0	\$0	20	\$2,322,000	0	\$0	20	\$2,322,000	17	\$1,973,700	3	\$348,300
Frank	0	\$0	45	\$5,968,080	0	\$0	0	\$0	45	\$5,968,080	43	\$5,702,832	2	\$265,248
Total	27	\$3,125,412	45	\$5,968,080	20	\$2,322,000	21	\$2,438,100	113	\$13,853,592	102	\$12,552,732	11	\$1,300,860

Table 3: Estimated State Aid Impact from Unused Portable Classrooms

Est. Eligible Portable Classrooms Phase II (FY 2018-20)		
School	CRs	Amount
Sierra Linda	5	\$631,584
Marina West	4	\$441,180
Total	9	\$1,072,764

2.3.5 TECHNOLOGY

The District has elected to modify its 1:1 mobile device program to grade TK, K and 1st grade students, restricting the number of devices in classroom instruction to 10 per classroom without the opportunity for students to transport devices home. This impacts the use of 21st century classroom facilities and instruction and has been implemented to absorb costs while maintaining some access to 21st Century technology for all students. Over the long term there needs to be further consideration to optimize available funding and extend the use of 1:1 devices. Many districts have approached the funding issue by allowing a “bring your own device” program from able students. Others have elected to use a device platform that has a longer life that can accommodate the demands of different users over time. Still others have staggered their initial and refresh rate of new devices to lessen the economic impact at any given time. In other districts, override tax programs have been successful introduced to maintain ongoing technology operations, hardware, training and refresh rates. The District should further consider such options.

STATE & LOCAL CONSIDERATIONS

Periodically, the District receives updates on state and local considerations that may impact the implementation of the Master Construct Program. Most recently, the Board received an update in April 2019 on the implementation of Prop. 51 and District enrollment and their potential impact on the State School Facilities Program (SFP) and the Master Construct Program. The team is taking an opportunity once again to update the Board on some of these and other matters that may need to be taken into consideration as the District moves forward.

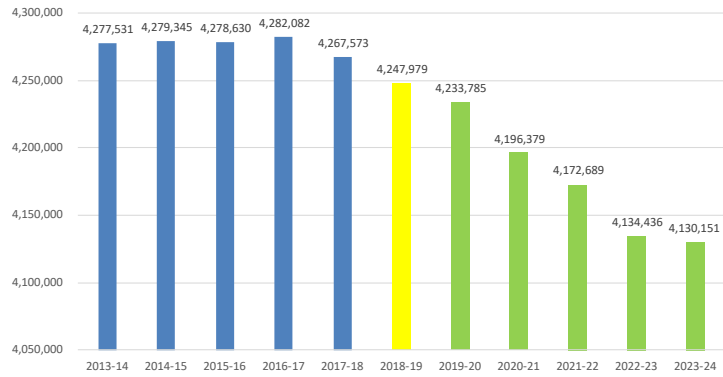
The following section provides a brief update of K-8 enrollment at the State, County and District level and its potential impact on the District's eligibility for pupil grant funding from the Office of Public School Construction (OPSC). An update of Prop. 51 funding is presented as well as the suggested need to start planning to seek a local solution to absorb the balance of required facility improvements and the next phase of the Program.

3.1 STUDENT ENROLLMENT AND STATE AID PUPIL GRANTS

Student enrollment impacts facilities funding programs for most California school districts in need of major facility improvements. The California Department of Finance, Demographic Research Unit tabulates actual and projected K-8 enrollment based on Department of Education enrollment data and Department of Public Health births and has counted transitional kindergarten (TK) students in kindergarten enrollment since its 2010 projections. Accordingly, the State has demonstrated that TK-8 enrollment statewide has been fairly constant over the last five years but is projected to decline over the next five years, as indicated in Figure 1, due to a general decrease in births and a corresponding decrease in enrollment.

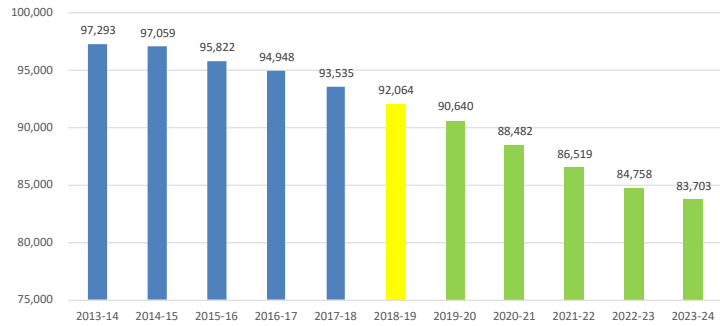
Figure 2 presents a similar projected decrease by the State for K-8 enrollment in Ventura County. According to the Demographic Research Unit, K-8 enrollment is projected to decrease in Ventura County by approximately 8,361 students over the next five years. As demonstrated in Figure 3, a similar trend is forecasted by the District's enrollment consultant, DecisionInsite, for the Oxnard School District with a projected decrease of 1,902 students by school year 2023-24.

Figure 1: California State K-8 Enrollment



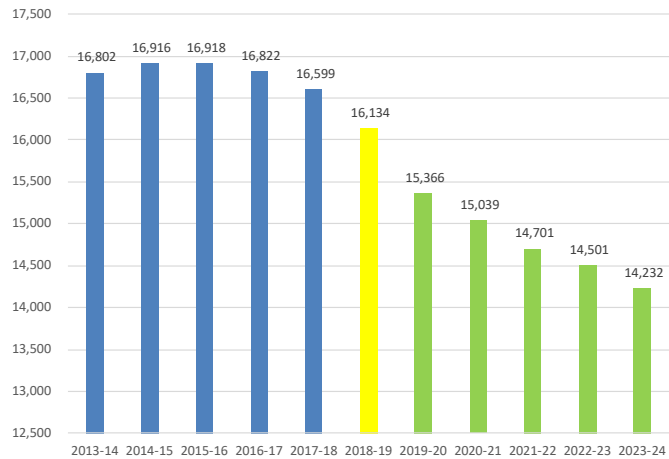
Sources: California State Department of Finance

Figure 2: Ventura County K-8 Enrollment



Sources: California State Department of Finance

Figure 3: Oxnard School District K-8 Enrollment



Sources: CALPADS; DecisionInsite

Table 4: Oxnard School District: Historical and Projected Enrollment by Grade

Grade	Historical Enrollment					Current 2018-19	Projected Enrollment*					Net Change
	2013-14	2014-15	2015-16	2016-17	2017-18		2019-20	2020-21	2021-22	2022-23	2023-24	
TK-K	2,111	2,166	2,181	2,068	2,002	1,855	1,875	1,890	1,893	1,867	1,840	(15)
1st	1,944	1,924	1,853	1,847	1,750	1,720	1,584	1,579	1,584	1,585	1,563	(157)
2nd	2,038	1,915	1,899	1,845	1,827	1,718	1,570	1,571	1,561	1,575	1,575	(143)
3rd	1,923	2,034	1,899	1,859	1,813	1,794	1,704	1,545	1,540	1,546	1,559	(235)
4th	1,852	1,915	1,984	1,879	1,835	1,771	1,676	1,681	1,518	1,528	1,533	(238)
5th	1,764	1,850	1,929	1,954	1,858	1,809	1,780	1,650	1,650	1,505	1,514	(295)
K-5 Total	11,632	11,804	11,745	11,452	11,085	10,667	10,186	9,913	9,747	9,608	9,586	(1,081)
6th	1,751	1,736	1,786	1,878	1,913	1,790	1,700	1,737	1,602	1,607	1,469	(321)
7th	1,699	1,684	1,722	1,776	1,838	1,874	1,745	1,671	1,705	1,590	1,595	(279)
8th	1,720	1,692	1,665	1,716	1,763	1,803	1,736	1,719	1,646	1,695	1,581	(222)
6-8 Total	5,170	5,112	5,173	5,370	5,514	5,467	5,180	5,126	4,954	4,893	4,646	(821)
Total	16,802	16,916	16,918	16,822	16,599	16,134	15,366	15,039	14,701	14,501	14,232	(1,902)

*Projected enrollment provided from DecisionInsite online 2019 projections; projected SDC enrollment not provided by grade and has therefore been evenly distributed across grades K-8

Sources: CALPADS; DecisionInsite

As shown in Table 4, annual enrollment growth in the District began leveling off in school year 2014-15, remained generally stable, and began experiencing decline in 2017-18. As of the 2018-19 school year, the District’s total enrollment decreased by approximately 465 students from the prior year. Data from DecisionInsite suggests that total District enrollment is projected to continue to decrease to 14,232 by 2023-24, 1,902 less students than the current enrollment. Of this enrollment, most of the decrease is projected to occur in the elementary grades 1-8 with kindergarten enrollment stabilizing somewhat within current levels.

In general, the methodology for projecting enrollment assumes matriculation of prior year grade level enrollment continuing at an ascribed rate through a district’s grade configuration annually. New kindergarten enrollment is in most part governed by the actual rates of births within a district’s catchment area. Factors such as migration, immigration and new residential construction may substantially alter short term projections while still leveling out over a greater period.

The District enrollment decline, absent other factors, may substantially impact State aid eligibility for modernization and new construction grants in the future. Other factors include the amount of additional residential development approved by the City, but not yet built and existing District capacity to house students in permanent facilities. New OPSC/State Allocation Board (SAB) rules require districts to annually update eligibility, creating the potential for major swings in ongoing eligibility and project funding; especially for districts experiencing enrollment decline or fluctuations in residential development.

3.2 PROP. 51 AND STATE REIMBURSEMENT

Pursuant to the SFP and Prop. 51, the Master Construct Program is designed to maximize available State new construction and modernization grants to assist in the funding and construction of replacement and new school facilities. Eligibility is generally established by calculating the total student enrollment of a District less the total amount of students that may be housed in permanent classrooms, based on state classroom loading standards. The net difference establishes the amount of pupil grants a district may

seek for proportional reimbursement of new or modernized facilities it may construct. Once eligibility is determined, absent other factors, a decrease of one student in the above formula generally equates to a decrease of one pupil grant of State new construction eligibility.

At the Board Master Construct Study Session in June 2018, the projected impact of decline in enrollment and remaining State aid eligibility were discussed. At the time, the OPSC anticipated remaining Prop 51 new construction funds to be exhausted by October 2018 and modernization funds to be exhausted by October 2019. Through May 2018, approximately \$36 million in State new construction and \$2.7 million in modernization applications were submitted, for a combined total of \$38.7 million. The District accepted the recommendation to accelerate the use of remaining eligibility on Division of State Architect (DSA) approved projects to offset the risk of declining enrollment and Prop 51 State aid funding.

Based on Board direction, approximately \$18.5 million in additional State aid new construction applications and \$812,700 in modernization applications, for a combined total of \$19.3 million, were filed and accepted by the State in July 2018. In September 2018, the OPSC announced that all Prop 51 new construction funds were exhausted and new applications hence would be accepted to the Applications Beyond Authority List. In October 2018, Seabridge received DSA approval and approximately \$15 million in Seabridge new construction applications were subsequently submitted and accepted by OPSC and added to the Applications Beyond Authority List. In February 2019, the OPSC announced the exhaustion of Prop 51 modernization funds.

Table 5 provides a summary of submitted new construction and modernization State aid applications totaling approximately \$72.9 million and assumes the District continues to maintain the SAB’s new annual program eligibility requirements.

Table 5: Oxnard School District: Submitted State Aid Applications

	Application	OPSC Date Received	Additional Grants	*Estimated Grant	Application Type	Projected Applications Ahead
1	Fremont	11/13/2014	\$93,926	\$1,097,886	Modernization	May 2019
2	Harrington	11/14/2014	\$1,461,426	\$9,680,523	New Construction	May 2019
3	McAuliffe	11/13/2014	\$3,106	\$119,206	Modernization	May 2019
4	Lemonwood	7/19/2017	\$1,227,750	\$13,067,262	New Construction	\$1,742,646,546
5	Marshall	11/13/2017	\$395,100	\$4,401,416	New Construction	\$2,331,654,948
6	Elm	4/30/2018	\$1,242,354	\$8,858,540	New Construction	\$3,075,353,948
7	Harrington Kinder Annex	5/10/2018	\$45,540	\$626,040	Modernization	\$3,148,682,477
8	Lemonwood Portables	5/24/2018	\$0	\$812,700	Modernization	\$3,264,025,679
9	Ritchen Kinder	7/19/2018	\$211,095	\$828,027	New Construction	\$3,605,788,954
10	Brekke Kinder	7/19/2018	\$48,716	\$665,648	New Construction	\$3,606,597,181
11	McAuliffe Kinder	7/19/2018	\$266,733	\$883,665	New Construction	\$3,607,243,029
12	Lemonwood Use of Grants	7/27/2018	\$0	\$2,006,432	New Construction	\$3,635,085,716
13	Elm Use of Grants	7/27/2018	\$0	\$878,184	New Construction	\$3,637,023,163
14	Marshall Use of Grants	7/27/2018	\$0	\$1,009,552	New Construction	\$3,637,855,987
15	McKinna	7/27/2018	\$1,423,945	\$10,561,358	New Construction	\$3,638,813,363
16	McKinna Use of Grants	7/27/2018	\$0	\$1,012,351	New Construction	\$3,649,060,913
17	Elm Portables	7/27/2018	\$0	\$348,300	Modernization	\$3,626,131,909
18	McKinna Portables	7/27/2018	\$0	\$464,400	Modernization	\$3,626,536,788
19	Ramona Kinder	7/30/2018	\$0	\$616,932	New Construction	\$3,662,531,013
20	Seabridge + Land	12/7/2018	\$6,874,043	\$14,185,304	New Construction	Beyond Authority List
21	Seabridge Use of Grants	12/7/2018	\$0	\$829,396	New Construction	Beyond Authority List
	Total			\$72,953,122		

*Estimated Grant amounts may vary from State lists and are dependent on maintaining program eligibility

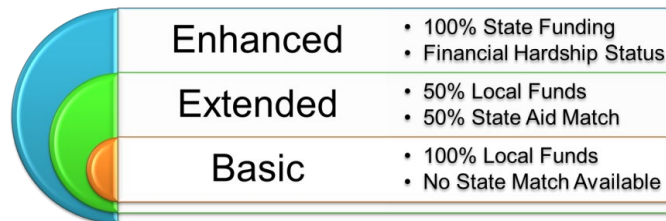
As of March 2019, \$6 billion of State bonds have been approved by voters to fund school facilities and \$6 billion of projects have been accepted by OPSC for project funding. To date, the State has sold a total of \$797.5 million of total voter approved bonds in support of pending State aid applications. Governor Newsom has proposed a \$1.5 billion bond sale for the SFP in FY 2019-20. Based on OPSC and SAB actions, the District was appropriated \$10.8 million as part of the May Priority Funding Round from the next bond sale based on current eligibility, especially current enrollment.

With recognition that bond authority for projects is exhausted, Assembly Education Chair Patrick O’Donnell (Long Beach) introduced a school bond bill in the latest legislative session for both the 2020 and 2022 ballots. With anticipation of the passage of the O’Donnell bill by the legislature and Governor’s signature in 2019, the bonds could be on the March 2020 California primary election and 2022 general elections. The bill declares intent for a Kindergarten through Community College (K-14) bond but does not yet propose a specific dollar amount. CFW continues to monitor and actively engage in the legislative review process.

3.3 PROGRAM CONSIDERATIONS

Since the beginning of the Program, the District has maintained a requirement of flexibility in funding, sequencing, and scope of proposed projects. This is embedded in the District’s adoption of an integrated Basic, Extended, and Enhanced strategies to fund the Program as summarized below.

Figure 4: District Adopted Funding Strategies



The following **completed/under construction** projects have been implemented subject to the Basic strategy:

- Project 1 Science Labs/Kindergarten construction at select school sites (9)
- Harrington Elementary
- Lemonwood Elementary
- Marshall Elementary twelve classroom expansion for grades 6-8
- Elm Elementary
- Harrington Kindergarten Annex
- Kindergarten/Flex Classrooms at Ritchen, Ramona, McAuliffe, and Brekke
- McKinna Elementary

The following projects are **pending construction** and have been proposed subject to the Basic and Extended strategy:

- Rose Avenue Elementary
- Seabridge Elementary
- Lemonwood Kindergarten Annex

The following projects are **pending design/approval** and have been proposed subject to the Basic and Enhanced strategy:

- Marina West Elementary
- Ritche Elementary Modernization
- McAuliffe Elementary Modernization
- Doris Patterson K-5/6-8

The District has elected to proceed with the construction of Seabridge which has been approved by DSA and is awaiting a coastal permit by the City. Rose Avenue is approximately 90 days from DSA approval and is designed to be funded based on the availability of the SFP Hardship Program or from available local sources and State aid reimbursements.

The Board has previously approved the design of Marina West and the design and modernization of Ritche and McAuliffe from local funds, all subject to the availability of reimbursements from the SFP program for construction. As reported at the Board Study Session on the Master Construct Program in April 2019, Prop 51 funds have been exhausted and the following options presented:

- Design the Marina West replacement school and await future funding
- Design and construct the modernization of Ritche and McAuliffe
- Construct Rose as soon as possible from local funds and available SFP reimbursements as they become available

Based on discussions at this session, direction was provided to construct Rose as soon as possible from local funds and available SFP reimbursements as they become available. The balance of projects is to be funded consistent with the adopted Program.

The Master Construct Program is focused on increasing the number of K-8 schools and replacing older facilities, portable classrooms, and support facilities with permanent K-5 & K-8 schools. The replacement of older facilities housing K-5 students has been the focus of Master Construct projects to date with almost all having received 21st Century improvements. Rose Avenue is pending DSA approval, leaving two schools to be designed and constructed. Except for Marshall and Soria, K-8 classrooms have been replaced as part of the District's prior "Portable to Permanent" (P/P) program but are in need of 21st Century improvements to support facilities that are old and require replacement or upgrade. At the middle school level, Frank is in need of modernization, Fremont and Haydock are old and should be evaluated for replacement; all are in need of comparable 21st Century Learning Environments.

The District has successfully implemented the major portion of facilities projects undertaken to date in design and construction of projects under implementation. However, adjustments are required in order to proceed. Recommendations are provided and options are presented where possible for further Board consideration. Projects for implementation over the next six-month period are proposed in the facilities section of this report for consideration by the Board.

However, delays by the State in the processing of eligible District grant applications and in the limited sale of voter approved Prop. 51 bonds has reduced grant reimbursements by the State. In addition, OPSC and SAB changes to the SFP program has also delayed the submittal of eligible grant applications; in particular the need to resubmit for a grant reimbursement for Seabridge land acquisition and construction. Meanwhile, District enrollment has peaked, and projected declines may reduce the receipt of funds from remaining eligible projects. Local approvals by LAFCo and the City are also causing delays in construction. Such delays in program implementation make remaining projects subject to escalating market costs which may reduce the number of projects that may be funded overall. Over the long-term, the District may be required, once again, to supplement the Basic Strategy and start planning to seek a local solution to absorb the balance of required facility improvements and the next phase of the Program while the State continues to struggle to implement the SFP, Prop 51 and the Governor's future State bond program.

FACILITIES PROGRAM

At its initiation, the Master Construct Program focused on the need 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 within more modern 21st Century facilities. To accomplish this goal, some of the smaller schools were transformed into K-5 schools, all of the larger elementary schools were converted to K-8 schools and the remaining junior high facilities were transformed into grade 6-8 middle schools. Priority was then given to reconstructing the District's older K-5 schools in the areas with the greatest amount of concentrated enrollment, with the opportunity to leverage the maximum amount of State aid available. Additional grade 6-8 capacity was then expanded throughout the District with the establishment and expansion of the number of K-8 schools, especially those sites had previously benefitted from the replacement of portable classrooms with permanent facilities. Additional middle school grade 6-8 capacity was then provided with the purchase and planned construction of the Doris/Patterson school site.

The next phases of improvements call for the construction of additional replacement schools and the modernization of the remaining existing schools into comparable 21st Century school facilities with new support facilities to accommodate the student population, including administrative and specialty labs, makers spaces, libraries, MPRs, playgrounds and parking. Funding for these improvements is primarily from a combination of existing local sources and State aid reimbursements.

To date, the majority of new replacement school projects are either complete or underway, as is the expansion of existing K-8 facilities. New construction of additional K-5 and 6-8 school capacity is pending local approvals. 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 as are 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.

4.1 PHASE 1 PROJECTS

All Phase 1 facility improvements for the Master Construct Program are either completed or under construction, pursuant to the Basic Strategy. Completed Phase 1 projects include upgrades to kindergarten and science labs across eight school sites; the reconstruction of Harrington and Lemonwood and substantial completion of reconstruction of Elm; construction of Kindergarten Annex facilities at Harrington; and the acquisition of the Seabridge K-5 elementary school site. Remaining Phase 1 improvements include the completion of the new grade 6-8 building at the prior Marshall Elementary

school. Funding for all Phase 1 projects to date has been from local sources, primarily Measure “R” and portions of Measure “D”.

4.1.1 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.

The move into the new facilities culminated a months long transition planning process similar to the process used at other sites undergoing reconstruction. The transition plan called for teacher training on elements that make up the 21st century classroom space, including technology, multiple TV monitors to display educational content, floor to ceiling markerboards and tackboards, and mobile, flexible classroom furniture and the interaction between all of these elements. Training was also provided to site staff regarding food service, supervision, maintenance, and the operation of site systems such as lighting and HVAC.



Lemonwood Reconstruction Project New Administration and Kindergarten Facilities

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 plans were approved by DSA in January 2017, and construction of the project is expected to be undertaken during the next six-month period.

The Board approved “all in” budget for the Lemonwood reconstruction project is \$39.9 million which has proceeded under a Lease Lease-Back agreement with a Guaranteed Maximum Price (GMP) construction contract. A recommended budget adjustment of approximately \$2.3 million is proposed increasing the total budget to approximately \$42.2 million to reflect approved Board adjustments since the December 2018 six-month report. These adjustments include associated code changes, changes to site fencing and miscellaneous construction changes; approved budget increases for Furniture, Fixtures, and Equipment (FF&E); testing and inspection services; and architectural services.

A GMP contract for approximately \$2.9 million has been negotiated for the construction of the Lemonwood Kindergarten Annex improvements and is to be presented for consideration and award at the next June Board meeting as an amendment to the scope for the construction of the Lemonwood project. Based on the above, a revised total “all in” budget of approximately \$3.7 million is proposed, including the proposed GMP, Architectural/Engineering, DSA fees, CDE fees, testing and inspection services, and FF&E costs.

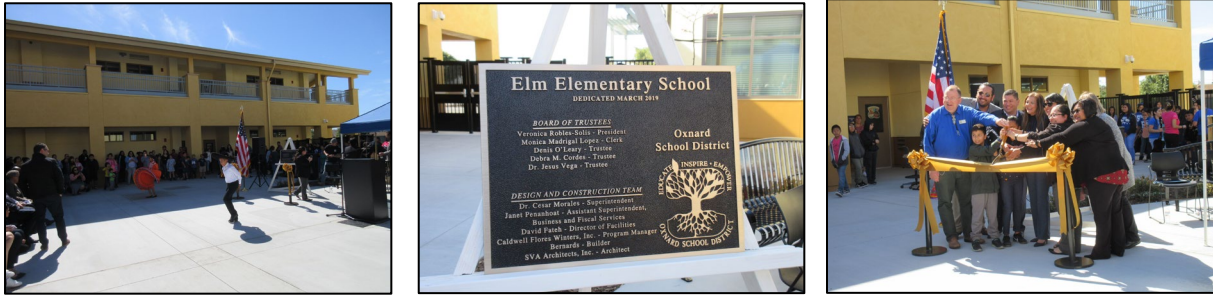
Three reimbursement funding applications have been filed for the Lemonwood Reconstruction project with the OPSC for approximately \$15, 886,394 million in projected SFP grant funding based on estimated pupil grants and site development costs. A new construction application was filed in June 2017 for approximately \$13.1 million that utilized 939 new construction pupil grants and a subsequent \$812,700 modernization application was filed in May 2018 to be used toward new construction under the “Like for Like” provisions of the SFP. In order to further expedite the use of State aid funding, an additional new construction application for \$2,006,432 was submitted in July 2018 under the “use of grants” provisions of the SFP program to allow additional new construction grants to be applied towards this project. These applications are pending OPSC review and SAB approval. It is anticipated that State reimbursements for this project will be available from the existing Proposition 51 SFP program, based on current enrollment. The earliest indication as to the ability of the State fund project reimbursement will most likely be this fall.

4.1.2 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. A very successful grand opening event was held in early March 2019 that was well received by the community.

The move into the new facilities culminated a months long transition planning process similar to the process used at other sites undergoing reconstruction. The transition plan called for teacher training on elements that make up the 21st century classroom space, including technology, multiple TV monitors to display educational content, floor to ceiling markerboards and tackboards, and mobile, flexible classroom furniture and the interaction between all of these elements. Training was also provided to site staff

regarding food service, supervision, maintenance, and the operation of site systems such as lighting and HVAC.



New Elm Street Elementary School Grand Open Event – March 2019



New Elm Street Elementary School Classroom and Library Facilities

The second phase of construction is underway and includes demolition of the original school and creation of new playfields. This effort is anticipated to be completed by July 2019, in time for the District to use the new playfield when school opens in the fall of 2019.

The current Board approved “all in” budget for the Elm reconstruction project is \$30.7 million which has proceeded under a Lease Lease-Back agreement with a Guaranteed Maximum Price (GMP) construction contract and approved change orders. A recommended budget adjustment of approximately \$2.1 million is proposed to incorporate approved change orders since the December 2018 six-month update associated with code required changes, changes to site fencing, and District requested construction changes.

Approximately \$10.1 million in reimbursement applications have been filed with the OPSC for the Elm project based on estimated State aid pupil grants and estimated site development costs. A new construction grant application was submitted in April 2018 for approximately \$8.9 million based on a total of 613 standard pupil grants and 13 SDC pupil grants. In July 2018 a “Use of Grants” application totaling approximately \$878,184 million based on a total of 72 standard pupil grants. An additional modernization application of approximately \$348,300 was submitted in July 2018 on behalf of existing portable classroom eligibility for the project to be used toward new construction under the “Like for Like” provisions of the SFP. Based on this proposed strategy, approximately \$10.1 million is estimated to be

garnered in State reimbursement funding toward this project. These applications are pending OPSC review and SAB approval. It is anticipated that State reimbursements for this project will be available from the existing Proposition 51 SFP program, based on current enrollment.

Over the next six-months it is anticipated that the demolition of the old campus and the construction of the new playfields will be completed and opened to the site for use in the fall of 2019. It is also anticipated that construction closeout of the project will occur during this period. The earliest indication as to the ability of the State fund project reimbursement will most likely be this fall.

4.1.3 MARSHALL NEW CLASSROOM BUILDING

A new 20,768 square foot, two-story 12 classroom building is under construction at Marshall Elementary School that will provide 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 will also feature a performance classroom, 2 science labs, workrooms, elevator, storage and ancillary rooms.

Construction commenced in September 2017 and is currently planned to reach substantial completion in June 2019 and to be occupied at the start of the 2019-20 school year. The project's substantial completion will include building exterior envelope, paint, exterior lighting, interior of the building, testing of systems, and close-out documentation to be ready for District use in the fall of 2019. A transition plan for moving into the new classroom building has been developed for occupancy of the building to take place in early July 2019. Remaining construction activities, such as playfield grading and placement of grass, will continue to be monitored and coordinated for the students return in the fall.

The current Board approved "all in" budget for the Marshall project is \$11.4 million which has proceeded under a Lease Lease-Back agreement with a Guaranteed Maximum Price (GMP) construction contract and approved change orders. Since the December 2018 update, the project has experienced delays due to slow response time from the DSA in processing required changes and general contractor coordination issues. It is recommended that an allowance to the "all-in" budget of approximately \$551,704 be approved in anticipation of delay-related expenses that will be brought to the Board as need for final approval.

In November 2017, a new construction application for \$4,401,416 was filed with the OPSC for reimbursement for new construction project improvements utilizing 316 general pupil grants and estimated site development costs. In order to accelerate State aid funding, an additional "use of grants" application for new construction was submitted in July 2018 based on the use of 80 additional standard pupil grants for \$1,009,552 in additional funding. In total, approximately \$5.4 million is estimated to be garnered in State funding for the project based on the above approach. These applications are pending OPSC review and SAB approval.

Over the next six months, CFW and the District will continue to implement a transition plan with staff, teachers and team members for the opening and operation of the District's latest K-8 school. In addition,

construction will continue to be monitored and coordinated including the installation of classroom technology and furniture.



Marshall New Classroom Building Construction Progress – April 2019

4.2 PHASE 2 PROJECTS

Phase 2 projects include those that are under construction, are in DSA seeking plan or local agency approvals and those that have been selected for implementation, but for which a team has been selected for design or construction. Projections under construction include McKinna and the kinder/flex classrooms at McAuliffe, Ritche, Brekke and Ramona. Projects seeking agency approvals include Rose, Seabridge, and Doris/Patterson elementary and middle school. Projects yet to be assigned design and construction teams included Marina West reconstruction, the modernization of Frank Middle School, McAuliffe and Ritche elementary schools and the reconstruction of Fremont Middle School. The following sections provide further detail on the status of Phase 2 projects summarized above and expected outcomes over the next six months.

4.2.1 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.

Construction is underway and is scheduled to be completed by February 2020. Framing work for the new classroom building started in October 2018, as did the excavation of underground utility trenches. Construction activities to date include completion of grading and compaction of the project site, completion of the underground utility services (sewer, domestic water, electrical, and fire water services), completion of building footings/foundations, and structural framing for all new buildings. Installation of mechanical, electrical, and plumbing infrastructures are in progress throughout the building. At the Kindergarten, Administration, and MPR buildings, plywood roof sheathing has been completed; all other

buildings are currently in progress. During May 2019, installation of roof-mounted connections began at the Administration and Kindergarten buildings in preparation for installation of mechanical equipment.

Three reimbursement funding applications have been filed with the OPSC totaling approximately \$12.0 million in estimated grant funding. Two applications for new construction were filed with OPSC in July 2018 totaling approximately \$11,573,709 million utilizing a combined total of 758 standard pupil and 35 SDC pupil grants. An additional modernization application of approximately \$464,400 was submitted in July on behalf of existing portable classroom eligibility for the project to be used toward new construction under the “Like for Like” provisions of the SFP. These applications are pending OPSC review and SAB approval, based on current enrollment eligibility.

Over the next 6 months, installation of mechanical equipment will be completed overall. Window installation and interior insulation installation is also underway. Completion of exterior and interior finishes will occur; as will installation of low-voltage systems (fire alarm, security system, lighting control, etc.), and parking area asphalt paving, concrete paving, and landscaping. Construction milestones include substantial completion of the new two-story classroom building, library, administration space, and multipurpose room. Substantial Completion milestones include of all building utilities, including electrical, mechanical, plumbing and audio-visual.

The approved “all in” budget for the McKinna project is \$36.5 million which has proceeded under a Lease Lease-Back 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 – April 2019

4.2.2 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, Ritche, 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 Ritche with substantial completion having been achieved at all sites by November 2018. The District has occupied these classrooms. At Ramona, construction commenced in October 2018 and completed in May 2019, with occupancy scheduled for fall of 2019.

Budget adjustments are recommended to reflect prior Board approved adjustments since the last six-month report. At Brekke, a budget adjustment of \$53,727, for an unforeseen waste system improvement, is recommended, adjusting the total budget to approximately \$1.9 million. For McAuliffe, a total budget adjustment of \$204,009 is recommended for soils mitigation and DSA required accessibility upgrades to the school main entrance, resulting in a revised total budget of approximately \$2.6 million. At Ritche, an increase of \$329,613 is recommended for play structure replacement and soils mitigation, adjusting the total budget to approximately \$2.7 million. For Ramona, a budget increase of \$117,260 is recommended for required play structure replacement to adjust the budget to approximately \$2.2 million.

New construction applications were filed in July 2018 with OPSC, utilizing a total of 72 severe SDC pupil grants (18 SDC pupils per site). Based on the estimated SDC pupil grant amounts and site development costs, applications were submitted for \$665,648 for Brekke, \$883,665 at McAuliffe, \$616,932 at Ramona, and \$828,027 at Ritche, totaling approximately \$2.9 million in estimated State pupil and site development grants. These applications are pending OPSC review and SAB approval, based on current enrollment eligibility.

4.2.3 DRIFFILL K-8 KINDERGARTEN FACILITY

The District 2012 Facilities Master Plan identified the need to modernize the existing Driffill kindergarten facilities available at that time. Subsequent reviews determined that the site's existing kindergarten facilities required costly upgrades to aging buildings, and new kindergarten facilities would more adequately meet the requirements of the grade reconfiguration. In 2013, the District established a scope, budget, and schedule to reflect the design and construction of four (4) new kindergarten classrooms, demolition of the existing kindergarten classroom wing, and removal of three (3) portables. A budget of \$2,477,832 was established, architectural plans prepared and DSA approval was received for the project in October 2014.

Upon DSA approval, the project was put out for public bid in November 2014 and again in February 2015 with both bids exceeding the budgeted value. Original bids for the project were beyond the budget value provided and a redesign was performed in order to bring the plans and budget in line with the bidding

market. Thereafter the project was placed on hold by the District while other budgeting solutions were developed.

CFW was subsequently directed to submit an application in 2015 for matching State aid new construction funding utilizing 132 standard pupil grants equaling approximately \$1,728,882. However, at the time of submission, the State's authorization for facilities funding had been exhausted. It was decided by the Board that the project would only move forward once matching State aid funds were made available. In October 2018, the District was notified that the OPSC would be reviewing the District's application in anticipation of approving the project for funding under Prop 51. In anticipation of State aid funding, the District commenced pre-construction activities in September in order to maintain the status of DSA approved plans and construction of the facility is estimated to commence in FY 2019-20 following receipt of funds from the State. However, the OPSC subsequently determined that the DSA did not provide adequate direction for the District to commence with the project and the State aid application was returned to the District accompanied with a request to resubmit plans to DSA.

At this time, it is recommended that the Drifill kindergarten project be placed on hold pending resubmission to the DSA of revised plans. It should be further noted that the Drifill kindergarten facility project is being managed by the District's Facilities Department but is included in the Master Construct Program budget. While it is not within the CFW program management scope of work, we strongly support its continued implementation by District staff.

4.2.4 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. Plans were completed and submitted to DSA in September 2018 and are currently under review by DSA for approval. The project is anticipated to be constructed in two phases, the first being the construction of the actual buildings followed by the demolition of the older school and completion of the play areas DSA approval is anticipated to be available by July 2019.

The school has been designed to be funded and constructed through the SFP Financial Hardship program. However, the recent depletion of the Prop 51 authorization for new construction and hardship funding may delay this project until additional State voter approved authorization is provided, another source of funding is provided, or a combination of both is achieved. At the April 2019 Board Study session, staff was encouraged to proceed with the reconstruction of Rose from local available funds and from SFP reimbursement as they become available.

Subject to the District maintaining sufficient enrollment and upon DSA approval, an application for matching new construction SFP funding utilizing 675 standard pupil grants and 35 SDC pupil grants will be filed with the OPSC, which is anticipated to garner approximately \$10.5 million in new construction grants inclusive of estimated additional grants for site development. A "use of grants" new construction application will also be filed utilizing 83 additional standard pupil grants, totaling approximately \$1 million. In addition, a modernization grant application from eligible portable facilities will be filed for the project

estimated at \$348,300. In total, approximately \$11.9 million in new construction and modernization applications are planned to be filed for the Rose Avenue project.

Over the next six months and upon DSA approval, the team will also initiate efforts to establish a Guaranteed Maximum Price (GMP) contract for the construction of the project. 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.

4.2.5 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.

Approximately \$15.0 million in two new construction applications were filed in December 2018 with the OPSC for the Seabridge project based on 643 standard pupil and 13 SDC pupil grants, estimated site development cost, and land acquisition reimbursement. Over the next six months, the team will continue to coordinate with the City of Oxnard and other parties to receive approval and move forward with construction. It is projected that the Seabridge project can reach approval among all parties in the spring of 2019 and negotiate and finalize the GMP contract for Lease-Lease Back construction activities by the end of the fiscal year. No budget adjustments are proposed at this time.

Over the next six months, it is anticipated that the City will consider the District’s application and pending approval, the District will complete the proposed GMP process and bring it forward for Board consideration in order to commence with construction. The current Board approved “all in” budget for the Seabridge project is \$28.6 million. No budget adjustments are recommended at this time, subject to the bid outcome as described above.

4.2.6 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 1200 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 the District submitted a pre-application to the City of Oxnard to initiate the overall process in June. It is anticipated that the City’s

portion of the process will conclude by the end of 2019 and that consideration by LAFCo will conclude in mid-2020.

The current Board approved “all in” budget for the environmental planning/LAFCo efforts for the project is \$700,000. A budget increase of \$100,572 is recommended for additional studies and consultant services which may be required to complete the review and approval process. Over the next six months, CFW, the District and its LAFCo consultant will continue to manage the application and approval process, including conducting meetings with the City and other local agencies as the District’s application moves from the City to LAFCo.

4.2.7 MARINA WEST ELEMENTARY RECONSTRUCTION

The Board adopted a Master Construct and Implementation Program in January 2017 that included the reconstruction of the Marina West K-5 School into a two-story 31 classroom building, library/media center, administration spaces, multipurpose room, playfields, hard courts, and support spaces, including parking. Upon completion of construction, the older facilities would be demolished and replaced with play fields and required support facilities. The project is anticipated to be constructed in two phases, the first being the construction of the actual buildings followed by the demolition of the older school and completion of the play areas.

Like the Rose reconstruction project, the District planned on advancing funds to complete the design of the facility for approval by CDE, DSA, OPSC and the SAB as a “financial Hardship” project and subsequent construction would be dependent on the receipt of SFP Hardship funding. Recognizing that Proposition 51 is exhausted, the District determined at its April 10, 2019 Study Session that the design of this project would be placed on hold until additional sources of funding were identified either from local sources, State aid reimbursements or replenishment of the SFP, especially Financial Hardship funding.

The adopted “all-in” budget for Marina West reconstruction is \$30,680,582. No change to the adopted budget is proposed at this time.



Existing (Left) and Conceptual (Right) Configuration of Marina West Elementary School

4.2.8 MCAULIFFE ELEMENTARY PROPOSED IMPROVEMENTS

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 21st 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. These improvements are in addition to the recently constructed kinder/flex classrooms, currently under construction.

Historically, the modernization of McAuliffe has been proposed to be funded from a combination of local funding sources and SFP grant reimbursements. The site currently qualifies for approximately \$3.2 million in matching SHP modernization grants. In September 2018, the Board reviewed an update assessment of proposed improvements, estimated costs, interim housing and funding options to maximize and accelerate funding. Upon review, it was decided to proceed with the submittal of a SFP Financial Hardship application to fund planning and design with the option for further hardship funding in the future, if available. In February 2019, the OPSC announced that all Proposition 51 funding had been exhausted, including modernization and hardship funding. Since then the project has been placed back in its original schedule for construction to be funded from receipt of State aid reimbursements and locally available funds. Nonetheless, should enrollment continue to decrease and subsequent eligibility for SFP reimbursements from submitted applications on file with the State be lost, additional sources of local funding may be needed.

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

4.2.9 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 21st 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. These improvements are in addition to the recently constructed kinder/flex classrooms, currently under construction.

The modernization of Ritchen has been proposed to be funded under the Master Construct Program from a combination of local funding sources and SFP grant reimbursements. The site currently qualifies for approximately \$2.84 million in matching SFP modernization grants. In September 2018, the Board reviewed an update assessment of proposed improvements, estimated costs, interim housing and funding options to maximize and accelerate funding. Upon review, it was decided to proceed with the submittal of a SFP Financial Hardship application to fund planning and design with the option for further hardship funding in the future, if available. In February 2019, the OPSC announced that all Proposition 51 funding

had been exhausted, including modernization and hardship funding. Since then the project has been placed back in its original schedule for construction to be funded from receipt of State aid reimbursements and locally available funds. Nonetheless, should enrollment continue to decrease and subsequent eligibility for SFP reimbursements from submitted applications on file with the State be lost, additional sources of local funding may be needed.

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

4.2.10 FRANK MIDDLE SCHOOL MODERNIZATION

Frank Middle School is the newest of the District’s 3 dedicated middle school facilities having just turned 25 years of age. In the summer of 2018, the District conducted a modernization assessment of eligible school site. Upon review, proposed improvements to Frank included 21st Century upgrades and modernization of 35 classrooms and installation of 21st Century amenities as well as improvements to the campus’ support facilities and library. Proposed improvements for permanent classrooms and science labs, included allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical and HVAC, furnishings, fixtures and equipment, as well as data and technology upgrades. Conversion of the existing library into a Media Center, including all physical and technology upgrades, was proposed as were improvements to the gym and upgrades to the music room. In total, the proposed improvements to Frank were estimated to cost approximately \$9,023,903.

The Modernization Assessment Plan recommended the modernization of Frank Middle School through inclusion in the Master Construct Program. Funding was proposed under the Financial Hardship program to proceed with modernization design, DSA/CDE approvals and construction. In February 2019, the OPSC announced that all Proposition 51 funding had been exhausted, including modernization and hardship funding. Since then the project has been placed on hold pending the replenishment of the SFP program, receipt of State aid reimbursements, or availability of additional local funding. The school site currently qualifies for approximately \$5.97 million in matching SFP modernization grants. Nonetheless, should enrollment continue to decrease and subsequent eligibility for SFP reimbursements from submitted applications on file with the State be lost, additional sources of local funding may be needed.

At this time the District has authorized all remaining funds to complete reconstruction projects. Absent State aid reimbursements, no new projects may move forward beyond those that already have been approved by the Board. No additional Financial Hardship funding is currently available from the State. Should there be additional local funding to fully fund the entire construction requirement, it is recommended that the District proceed to modernize Frank with local funds and State grant reimbursements.

Table 6 provides an overall summary of modernization and 21st Century improvements proposed at McAuliffe, Ritchen, and Frank. It is estimated that approximately \$18.9 million would be needed to complete these projects. Should enrollment substantially decrease, funding for these projects either from prior project reimbursements or directly from their respective grant eligibility, these projects would be further delayed and may be at risk of being funded without State aid participation.

Table 6: Summary of Proposed Modernization Improvements

Estimated Cost	#CRs	Amount
McAuliffe Elementary		
21st Century upgrades to existing permanent classrooms	28	\$ 3,878,448
21st Century upgrades to library/media center		\$ 372,368
Improvements to the MPR area		\$ 436,372
Upgrades to the HVAC system		\$ 267,556
Convert supply rooms into office space		\$ 5,000
Total	28	\$ 4,959,744
Ritchen Elementary		
21st Century upgrades to existing permanent classrooms	28	\$ 3,822,781
21st Century upgrades to library/media center		\$ 372,368
Improvements to the MPR area		\$ 443,145
Upgrades to the HVAC system		\$ 267,556
Total	28	\$ 4,905,850
Frank Intermediate		
21st Century upgrades to existing permanent classrooms	35	\$ 5,100,097
Modern upgrades to existing science labs	6	\$ 1,464,816
21st Century upgrades to library/media center		\$ 413,059
Modern upgrades to music rooms	2	\$ 467,682
Improvements to the MPR area		\$ 1,092,584
Upgrades to the HVAC system		\$ 485,665
Total	43	\$ 9,023,903
Total Improvements	99	\$ 18,889,497

4.2.11 FREMONT MIDDLE SCHOOL RECONSTRUCTION

The District’s 2012 Facilities Master Plan prepared by LPA identified the need to modernize Fremont Middle School. In 2013, the Measure “R” Reconfiguration and Implementation Program proposed and constructed science lab improvements to accommodate the reconfiguration of the District’s schools into a K-5, 6-8 and K-8 educational program. In 2016, the Master Construct Program analyzed the feasibility of providing additional site improvements, including a new gym as well as site studies to reconstruct the facility as a new 21st Century middle school. Alternate site studies were also conducted. Based on these reviews and a comparative cost analysis, it was recommended that the Fremont site be reconstructed as additional funds became available.

Pursuant to the District’s adopted educational specifications for 6-8 middle schools, the proposed new facility will consist of 41 general purpose classrooms, three special day classrooms, one art lab, one band/orchestra room, 5 educational support spaces, an administrative building with office space, conference room, and nurse’s office, a library media center with small breakout rooms, and a gym/MPR with a food preparation kitchen, changing rooms/lockers and storage. In total, the reconstructed school is estimated to consist of approximately 74,825 square feet of new buildings and facilities. Upon completion of construction, the older facilities would be demolished and replaced with play fields and required support facilities.

There is an insufficient amount of site specific or district wide SFP grant eligibility available at this time to support additional grade 6-8 improvements as the Master Construct Program prioritized projects that would allow the District to increase grade 6-8 capacity. All current grade 6-8 State eligibility is being concentrated on increasing the District’s overall capacity to house future grade 6-8 students in the

construction of the Marshall grade 6-8 expansion and in the construction of the new middle school at the Doris/Patterson site to provide additional student capacity and interim housing to accommodate modernization and reconstruction efforts of the District’s existing middle schools.



Conceptual Configuration of Fremont Middle

A recent 2019 analysis based on the District’s adopted educational specifications for grade 6-8 middle schools established an “all-in” budget for the reconstruction of Fremont of approximately \$63.9 million. To the extent additional funds are made available, it is recommended that the District proceed with the reconstruction of Fremont Middle School as part of the Master Construct Program

4.3 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 of school facilities as State funds become available under the State SFP and other related State programs that fund public school facilities construction.

To date, approximately \$72.9 million in State aid new construction and modernization applications have been submitted to the OPSC through the State SFP. A new Full-Day Kindergarten Facilities Grant Program has been established by the State providing \$100 million in one-time grants for new construction or retrofit of existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction. The District has applied on a competitive basis for the Kinder Facilities Program but has yet to receive an appropriation. 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. All previous bond authorization has been fully issued and utilized.

The following provides an update to the prior December 2018 funding and expenditures report to the Board. 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.

5.1 STATE MATCHING GRANTS

Through the OPSC, the State of California provides funding assistance to eligible public 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 specific 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.

As of December 2018, the District has submitted approximately \$72.9 million in State aid applications through the SFP, including approximately \$69.5 million in new construction applications and approximately \$3.4 million in modernization applications. Of these, approximately \$10.9 million in applications have been approved by the OPSC and SAB, with funding anticipated to be released by the end of 2019. These applications are for pupil grant reimbursements the District was found eligible to receive for the reconstruction of Harrington Elementary and the modernization of Fremont and McAuliffe science lab and kindergarten projects completed during Phase 1 of the Program.

The District has also applied for approximately \$7.1 million under the new Kinder Facility Program, a program funded by the State General Fund to expand full day kindergarten facilities through the provision of matching funds for new or modernized facilities that meet Title 5 standards for such classrooms. These are competitive and criteria based matching grants, subject to an annual set appropriation in the State's General Fund budget. Two rounds of funding were proposed for FY 2019-20; the District participated in the initial February competition without receipt of award but was prompted by the State to resubmit its application for the second round of consideration which just ended in May. Results of the District's efforts are still pending as of the drafting of this report.

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 catalogued and projected applications for potential funding of additional projects are also presented.

5.1.1 STATE AID MODERNIZATION

The State's Modernization Program provides funds on a 60-40 state and local sharing basis for improvements that educationally 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 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 7 and 8 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 grant amounts have been updated to reflect the 2019 per pupil grant amounts established by the State. Assuming there is 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 7, 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 Ritcher) and two of the middle schools (Haydock and Frank), with Frank having the largest amount of grant eligibility available. The majority of the remaining eligibility of approximately \$12.1 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 7: 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		20	\$2,322,000	0		\$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
Total	302	83	\$10,211,508	45	\$5,968,080	68	\$7,941,240	105	\$12,729,180	\$36,850,008

*Current dollars

Table 8: 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		4	\$441,180	0		0		\$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		3	\$348,300	0		0		\$348,300
Sierra Linda	5	0		5	\$631,584	0		0		\$631,584
Soria	0	0		0		0		0		\$0
Total	49	22	\$2,686,392	23	\$2,698,164	4	\$500,572	0	\$0	\$5,885,128

Submitted Applications

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							
Total	19	\$2,338,092	9	\$696,600	0	\$0	0	\$0	\$0	\$3,034,692
Remaining Eligibility	3	\$348,300	14	\$2,001,564	4	\$500,572	0	\$0	\$0	\$2,850,436

*Current dollars

Table 8 demonstrates a remaining eligibility of approximately \$2.86 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.

Wherever possible, the District has attempted to amalgamate as much eligibility as possible before proceeding with the demolition and reconstruction of eligible facilities, including replacement schools. Because portable classrooms were introduced at specific sites at various alternate dates to accommodate accelerating enrollment in prior periods, not all portable classrooms are eligible for reimbursement at the same time nor on 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.

Most recently this has been the case with the Elm and McKinna reconstruction projects where less than the total estimated amount of modernization grants were able to be used. An adjusted decrease of approximately \$1.4 million to the December 2018 estimated Elm modernization eligibility amount is presented as 12 remaining portables were removed during construction that were not yet fully eligible for grant funding, thus they are no longer available for future grant reimbursement. A similar decrease adjustment of \$1.0 million was incorporated into the reconstruction of the McKinna school facilities prior to the actual eligibility date of 7 remaining portables that were also removed during construction.

As reported in the December 2018 update, should enrollment variables change over time at each site and at the time of a modernization application, 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 (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, continued enrollment, and the corresponding timeline and schedule adopted as part of the Master Construct Program.

Collectively, these modernization amounts are used as inputs and integrated where possible in the facilities Master Budget and Schedule to implement proposed Master Construct projects. In August 2018, the District, adopted a Modernization Assessment Plan for the use of available modernization eligibility in support of select project to be included in the Master Construct Program. Approximately \$18.9 million in combined modernization improvements at McAuliffe, Ritchen, and Frank were assessed and proposed to be funded under the SFP Financial Hardship program. Proposed improvements were to accommodate a 21st Century reconfiguration and improvement program, including 21st century upgrades to all existing permanent classrooms, library and MPR/Gym spaces, HVAC upgrades, and piano and academy labs, respectively. In February 2019, OPSC announced that all remaining Proposition 51 funding for modernization projects had been exhausted.

At this time, there are no alternate sources of funds to replace the amount of Hardship funding otherwise available. The District may elect to proceed under the 60/40 match program, in which case the district would need to augment the source of local funding under the Basic Strategy equal to 40 percent of the match requirement of approximately \$7.56 million. However, should enrollment continue to decline, it may be necessary for the District to replenish the Basic Strategy with additional sources of local funds to fund 100 percent of these additional modernization improvements. In that case, the District may be in need of \$18.9 million to make up the shortfall overall or at least in the funding of modernization improvements to Frank Middle School, a major priority project for the District.

5.1.2 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 in other cases, 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 requirement states that districts must update their new construction eligibility whenever their application is reviewed by OPSC. In essence, a District with multiple applications filed 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 as 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 a declining enrollment or decreased residential construction situation.

Previously, a district established its baseline eligibility on a date specific and that eligibility was carried forward throughout the period. This allowed for longer term planning and construction of required facilities. The new eligibility requirement has created the opportunity for major swings in ongoing eligibility; especially during periods of enrollment decline or fluctuations in residential development. Coupled with the new focus of the SFP to operate as a reimbursement program, it now requires districts to more heavily maintain an ongoing local source of facilities funding to off-set and moderate the annual swings in eligibility and funding. In this case, the District's approach to facility funding under the Basic Strategy has served it well.

Nonetheless, the OPSC has maintained the opportunity for districts to be reimbursed up to 5 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 5-year window. To be effective, however, requires the State 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 in the Oxnard school district over the last 5 years.

As previously stated in Table 4, enrollment peaked in the Oxnard School District in FY2015-16, moderately decreased through FY2016-17 and has been declining at an accelerated rate in the intervening years. Due to local controls on new development, residential construction during this period has been likewise restrained and generally available for "in-fill" development only, restricting enrollment growth overall. Based on the enrollment available in FY2015-16, enrollment decreased by 782 students through FY2018-19. Based on the District's consultant, the rate of enrollment decline is anticipated to moderate by FY2021. As of the December 2018 six-month report, 1512 units were considered by the state as having been approved but not yet built, adding approximately 756 students to the enrollment eligibility at that time. As of February 2019, the state recognized a reduced total of 986 units as having been approved but not yet built yielding a corresponding increase to enrollment eligibility of approximately 493 students. These declines have had an impact on the District's eligibility for grant reimbursements.

Jointly, the cumulative decrease in enrollment and the reduced number of approved residential units awaiting construction has substantially reduced the amount of new construction eligibility that the District can claim for State grant reimbursements at this time. Unfortunately, the current and forthcoming six-month period is the time when many of the District's submitted and pending applications will be reviewed by OPSC and recommended for SAB funding based on the projected levels of current enrollment and residential construction. Both of these are at recent historical lows at this time.

Table 9 provides a summary of the District's adjusted baseline new construction grant eligibility under the new requirements and as approved by the SAB in February 2019 for pending applications, subject to grant funding recommendation in May 2019. In total, the District qualifies for approximately 1,904 pupil grants.

When compared to the estimated eligibility provided in the December 2018 update, this amount represents a projected substantial decrease in pupil grant eligibility of 4,719 pupils. This decrease is primarily due to a substantial enrollment decline within the District coupled with reduced residential development during this period that when projected on a weighted basis over the next 5-year period generates the potential severe decline noted above. Should enrollment and approval of new residential units increase during the next or subsequent six-month periods, eligibility will be increased.

Table 9: New Construction Eligibility: 50/50 Program

Grade Level	Eligible Pupils	Grant Value (2019)	*Est. Grant Amount (50%)	Est. Local Match (50%)
K-6	1,349	\$12,197	\$16,453,753	\$16,453,753
7-8	265	\$12,901	\$3,418,765	\$3,418,765
SDC Non Severe	140	\$22,922	\$3,209,080	\$3,209,080
SDC Severe	42	\$34,274	\$1,439,508	\$1,439,508
Subtotal	1,796		\$24,521,106	\$24,521,106
Additional Pupils**	108	\$12,197	\$1,317,276	\$1,317,276
Total	1,904		\$25,838,382	\$25,838,382
Plus Estimated Supplemental Grants			\$3,084,276	\$3,084,276
Grand Total			\$28,922,658	\$28,922,658

* Does not include State reimbursements for land acquisition.

**Assumes 108 pupils from the Gallery at River Ridge development

Based on existing pupil grant amounts, the District currently qualifies for approximately \$25.8 million in State new construction funding of which approximately \$4.6 million is available for Severe and Non-severe special education facilities. This amount includes the pupil grant allocation approved by the SAB in May for Harrington and Project 1. An additional \$3.1 million or approximately 15 percent of the State pupil grant amount is anticipated as an allowance, to be established by the State, for site development expenditures to accommodate required classroom improvements.

OPSC and the SAB maintain a rank order of applications awaiting funding. Table 10 presents the latest rank order of State dollars to be allocated to fund the remaining applications for Master Construct projects that await funding subsequent to the May 2019 allocation by the SAB. According to this list, there are approximately \$2.1 billion to \$2.7 billion worth of applications ahead of the next two projects to be funded – Lemonwood and Thurgood Marshall. These applications are currently estimated to yield approximately \$16.3 million in project reimbursements for the reconstruction of Lemonwood and the construction of the Marshall classroom additions. The balance of District projects requires between \$3.6 and \$4.1 billion in funding. To the extent the enrollment projection does not change and the State elects to sell and fund at least \$2.7 billion in projects over the next six-month period, the earliest that additional District reimbursements could be funded would be in November 2019, if not spring.

This latter period, however, overlaps the next CALPADS enrollment count in October and should enrollment decline accelerate further, the District could face reduced levels of reimbursements. Subsequent District applications in line for further funding in the future have additional time available before their eligibility is recalculated and certified, thus giving the District time to implement additional measures to increase enrollment, if desired.

Table 10: Estimated State Rank Order Funding of District Applications

School	Type	Total Grant*	Applications Ahead
Lemonwood Elementary	New Construction	\$12,225,183	\$2,141,741,339
Thurgood Marshall Elementary	New Construction	\$4,113,728	\$2,785,195,265
Elm Street Elementary	New Construction	\$8,595,811	\$3,529,504,914
Harrington Elementary	Modernization	\$584,890	\$3,602,833,443
Lemonwood Elementary	Modernization	\$818,846	\$3,718,176,645
Emilie Ritche Elementary	New Construction	\$808,227	\$4,047,169,924
Norman R Brekke Elementary	New Construction	\$645,848	\$4,047,978,151
Christa McAuliffe Elementary	New Construction	\$863,865	\$4,048,623,999
Lemonwood Elementary	New Construction	\$1,937,447	\$4,085,267,485
Elm Street Elementary	New Construction	\$832,824	\$4,087,204,932
Thurgood Marshall Elementary	New Construction	\$957,376	\$4,088,037,756
McKinna Elementary	New Construction	\$10,247,550	\$4,088,995,132
McKinna Elementary	New Construction	\$960,061	\$4,099,242,682
Elm Street Elementary	Modernization	\$404,879	\$4,100,202,743
McKinna Elementary	Modernization	\$467,912	\$4,100,607,622
Ramona Elementary	New Construction	\$660,882	\$4,105,465,827
Seabridge Elementary + Land	New Construction	\$13,517,344	Beyond Authority List
Seabridge Elementary	New Construction	\$786,556	Beyond Authority List
Total		\$59,429,229	

**Total grant is based on State workload list and may vary once application is reviewed by the State*

Specific recommended strategies include:

- Reducing District transfers-out, where possible
- More exhaustive recruitment and coordination with private and existing preschools for TK and K matriculation to District schools
- Extending after care for TK-K students to increase parent interest and options
- Increasing public information of the added benefits of District programs, including academies and special programs
- Exhibiting the various advantages of the District’s 21st century schools when compared to those of neighboring districts
- Improving the collection and accuracy of City approved residential units approved, but pending development

Should enrollment continue to decline in spite of the above recommendations, it may be necessary for the District to replenish the Basic Strategy with additional sources of local funds. If enrollment and the consequent eligibility do not rebound in time to access the funding of the above applications by the SAB, the District would be in need of approximately \$44.08 million in additional local funding to make up for the shortfall. That number represents the difference between the remaining eligibility at this time in Table

9 (\$28.9 million) and the total of all applications already submitted to the State in Table 5 (\$72.9 million) for funding under Proposition 51.

Table 11: Remaining Project Improvements for K-5/K-8 MPR and Support Spaces

Project	Est. Total Remaining Amount
Drifill 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
McAuliffe ES (Modernization)	\$4,959,744
Brekke ES (MPR/Support)	\$1,156,930
Ritchen ES (KModernization)	\$4,905,850
Ramona ES (MPR/Support)	\$2,047,625
Subtotal	\$40,723,857
Program Reserve	\$3,356,143
Total	\$44,080,000

Pursuant to the Master Construct Program, the priority use of these reimbursements has been to fund the major improvements required to bring the P/P and K-8 schools into compliance with the District’s educational specifications, including adequate administrative, multipurpose room, library and 21st Century classroom improvements. Table 11 identifies the projects remaining to be funded from State aid reimbursements. These improvements would bring comparable MPR facilities to all the P/P and K-8 facilities and support improvements identified in the Master Construct Program for Brekke, Ritchen, Ramona and McAuliffe; all which have been waiting in line since inception of the Program. In total 8 existing schools would benefit.

5.1.3 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 State has published definitive regulations for processing applications to be funded over two rounds, beginning January 2, 2019 and May 1, 2019. Based on the State’s new requirements and regulations, an update review of the District’s adopted Master Plan and existing Master Construct Program were conducted, presented to the Board for review, and upon direction from the District in December, eligible kindergarten facilities applications for new construction were submitted for consideration.

Collectively, classrooms at 4 sites were found to be eligible for up to \$5.2 million in direct grants, plus an additional \$1.8 million in estimated site improvement costs. The selected sites do not comply with Title 5 requirements at this time and could benefit from larger classroom areas, in room bathrooms, shared work areas and 21st Century improvements. The District submitted four applications for the January 2019 funding round but did not receive funding due to the program being oversubscribed. As such, the District resubmitted the four eligible applications for the May 2019 funding round opportunity; no decision has yet been made. As shown in Table 12, the District may be eligible for up to \$7.1 million in program funding. If received, any such funding would reduce the demand on SFP pupil grants that would otherwise be required, or in the absence of any additional SFP funding, lower the amount that would otherwise need to be funded locally under the Basic Strategy.

Notice of awards are projected to be available in September and funds received will be used to off-set the impact on local funding and to increase the amount of full day kindergarten facilities available for District students. Due to the competitive nature of funding, these amounts are not included in the available Sources and Uses of Funds identified in the adopted Master Construct Budget until they are secured.

Table 12: Proposed Kindergarten Grant Applications

Priority	School	Type	K/TK CRs to be Built	2018-19 K/TK Enrollment	Eligible Pupils	Eligible CRs	Base Grant	Site Dev. Grant (35%)	Total Grant (50%)	Financial Hardship (50%)	Total Project Costs (100%)
1	Marina West	K-5	5	105	125	5	\$1,524,625	\$533,619	\$2,084,244	\$2,084,244	\$4,168,488
2	Rose Avenue	K-5	5	93	100	4	\$1,219,700	\$426,895	\$1,667,395	\$1,667,395	\$3,334,790
3	Ramona	K-5	2	143	50	2	\$609,850	\$213,448	\$833,698	\$833,698	\$1,667,395
4	Sierra Linda	K-5	6	132	150	6	\$1,829,550	\$640,343	\$2,501,093	\$2,501,093	\$5,002,185
TOTAL			18	473	425	17	\$5,183,725	\$1,814,304	\$7,086,429	\$7,086,429	\$14,172,858

Notes:

1. All kindergarten grant funds must be encumbered by 6/30/21 and requires a local match
2. Pupils used under the Kindergarten program will supplement, not supplant, pupils used under the School Facilities Program
3. Projects utilizing Kindergarten grants may not also use Kindergarten pupil grants under the School Facilities Program

5.1.4 FINANCIAL HARDSHIP FUNDING

The State also 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 a push of Financial Hardship projects to later implementation phases of the Master Construct Program, once other funds have been exhausted.

Financial hardship funding is proposed to be used strategically, with careful consideration to minimize the impact on the use of other sources of funding as identified above. Careful sequencing of all remaining projects and projected reimbursements is required, so projects are designed, and funds encumbered before entering the Hardship period. This may require the advanced funding of design components for remaining projects from local sources in advance of securing Hardship funding. The District will need to prioritize remaining projects to be considered for this option.

As of the December 2018 six-month report, the District had budgeted the reconstruction of Rose, Marina West and Sierra Linda to be funded under the Hardship Program. Upfront funding for these projects has been proposed to be funded under the Basic Strategy with the balance to follow upon DSA approval through a Hardship grant award by the SAB. To the extent any additional funding would be needed to complete these projects, local funds would be used.

As of September 2018 and February 2019, the OPSC has forwarded notice to all districts that the amount of new construction and modernization grant funding under Proposition 51, including Hardship funding, has been exhausted and that any new applications are to be placed on a to be funded list should additional bond authority be granted by the electorate. This required a re-evaluation by the District.

At the April 10, 2019 Master Construct Study Session, the Board was presented with the status of the State aid program, Hardship funding and the Master Construct Program. Options were presented to amalgamate all remaining funds to proceed with the funding of either:

- Construct Rose Avenue Reconstruction from local available funds and from SFP reimbursement as they become available
- Design the Reconstruction of Marina West with local available funds and construct as additional funds, including State aid reimbursements become available.
- Design and construct the modernization of Ritche and McAuliffe elementary schools

Direction was provided to proceed with the construction of Rose Avenue from local available funds and from SFP reimbursement as they become available. Absent additional Hardship funding, the balance of improvements is proposed to be funded from local sources to the extent funds become available. The lack of available Hardship funding at this time for the reconstruction of Rose Elementary requires that the District proceed with local available funds for its reconstruction, subject to submitting an application for matching State grants upon DSA approval. This requires a decrease adjustment to the Sources of Funds to the Master Construct Program equal to approximately \$9.85 million, demonstrating the 50 percent reduction in anticipated State aid due to the shift from Hardship funding to the match reimbursement program for the reconstruction of Rose Elementary.

5.1.5 SUBMITTED AND PENDING STATE AID APPLICATIONS

Table 13 provides a summary of the estimated new construction eligibility as of the December 2018 six-month report. Based on enrollment and other information at that time, it was assumed that the District was eligible for approximately 6,623 pupil grants. Based on current grant levels, it is assumed that approximately \$85.2 million in funding could be achieved. This would require a like amount of match from District local sources. This amount excludes any potential additional grants available for site development or land acquisition reimbursements.

Table 13: Allocation of New Construction Pupil Grants

	Pupil Grants			Grant Amount
	K-6	7-8	Total	
Estimated Dec. 2018 Pupil Eligibility	5,691	932	6,623	
Less SDC Pupils Used*	242	0	242	\$6,670,972
	5,449	932	6,381	
<i>Less grants for projects to be used at:</i>				
Reconstruction of Harrington	625	0	625	\$7,623,125
Reconstruction of Lemonwood	575	351	926	\$11,541,526
Marshall New Classroom Building	100	216	316	\$4,006,316
Reconstruction of Elm	600	0	600	\$7,318,200
Lemonwood Use of Grants	82	78	160	\$2,006,432
Elm Use of Grants	72	0	72	\$878,184
Marshall Use of Grants	32	48	80	\$1,009,552
Reconstruction of McKinna	675	0	675	\$8,232,975
McKinna Use of Grants	83	0	83	\$1,012,351
New Seabridge Elementary	575	0	575	\$7,013,275
Seabridge Use of Grants	68	0	68	\$829,396
Reconstruction of Rose Avenue	675	0	675	\$8,232,975
Rose Avenue Use of Grants	83	0	83	\$1,012,351
New Doris Patterson 6-8	0	239	239	\$3,083,339
New Doris Patterson K-5	446	0	446	\$5,439,862
Reconstruction of Marina West	675	0	675	\$8,232,975
Marina West Use of Grants	83	0	83	\$1,012,351
Total grants used	5,449	932	6,381	\$78,485,185
Balance of Pupil Grants Remaining	0	0	0	
	Total Estimated New Construction Grants			\$85,156,157

*Includes new construction applications for kinder/flex projects and SDC pupils at reconstructed and new schools

Table 14 presents State aid applications that have been filed with the OPSC, totaling approximately \$72.9 million. 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 the district’s overall number of pupil grants; instead, it transfers to one project a portion of the grants that would have otherwise been used on another eligible

project. 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 14: 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
Fremont Project 1	Mod.	131	0	131	8	8	0	\$1,003,960	\$93,926	\$1,097,886
Harrington	New Const.	625	625	0	26	26	0	\$8,219,097	\$1,461,426	\$9,680,523
McAuliffe Project 1	Mod.	25	25	0	0	0	0	\$116,100	\$3,106	\$119,206
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
Total		4,811	3,987	824	180	99	81	\$59,659,388	\$13,293,734	\$72,953,122
Total New Construction Pupils Used		4,180	3,487	693	172	91	81			
Total Modernization Pupils Used		631	500	131	8	8	0			

At this time, the District has submitted 21 applications for State reimbursement, with seven applications pending submittal upon DSA approval of the Rose Avenue, Marina West, and Doris Patterson plans for construction. Over the last six months, efforts were completed to respond to application review letters and requests from the OPSC for the next set of projects to be contemplated for funding by the SAB - Harrington, Fremont, and McAuliffe applications. At this time, approximately \$10.9 million in funding is anticipated to be received by the District in 2019 for these applications in the fall. The prior submitted application for the kindergarten project at Driffill Elementary was rescinded due to the expiration of the DSA stamped approval of plans. The District and architect are addressing the submittal of updated design plans for a new DSA approval and subsequent filing of an updated application.

Taking into consideration the new construction applications that have been filed as explained above, the District has utilized 4,180 standard pupil and 172 SDC pupil grants totaling 4,352 pupil grants. Based on the December 2018 estimated total new construction eligibility of 6,623 pupils, an estimated 2,271 remains in new construction pupil grants. Table 15 provides a summary of the proposed use of those remaining pupil grants assigned to the new construction projects planned at Rose Avenue, Marina West and the Doris Patterson new school site. As shown, approximately \$28.8 million in additional funding may be anticipated from based pupil grants, assuming a 50/50 local match. This is an adjustment to the previous amount due to the lack of Hardship funding currently available to assist in the construction of Rose, and Marina West. An additional \$4.0 million may be garnered from estimated additional site

development grants, for a grand total of approximately \$32.8 million. As previously stated, this amount assumes 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.

Table 15: Future New Construction State Aid Applications

Project	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
Rose Ave. K-5	New Const.	675	675	0	35	26	9	\$9,137,413	\$1,370,612	\$10,508,025
Rose Ave. K-5 Use of Grants	New Const.	83	83	0	0	0	0	\$1,012,351	\$0	\$1,012,351
Doris Patterson 6-8	New Const.	239	0	239	0	0	0	\$3,083,339	\$462,501	\$3,545,840
Doris Patterson K-5	New Const.	446	446	0	0	0	0	\$5,439,862	\$815,979	\$6,255,841
Marina West K-5	New Const.	675	675	0	35	26	9	\$9,137,413	\$1,370,612	\$10,508,025
Marina West K-5 Use of Grants	New Const.	83	83	0	0	0	0	\$1,012,351	\$0	\$1,012,351
Total		2201	1962	239	70	52	18	\$28,822,729	\$4,019,704	\$32,842,433
<i>Total New Construction Pupils Used</i>		2201	1962	239	70	52	18			

As shown in Table 16, approximately \$348,300 in portable classroom modernization eligibility is pending OPSC submittal for the Rose Avenue project under the “Like for Like” provisions of the SFP. This application would be submitted at the time of DSA approval of the design plans.

Table 16: Future Modernization State Aid Applications

Project	Type	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
Rose Avenue Portables	Mod.	\$348,300	\$0	\$348,300
Total		\$348,300	\$0	\$348,300

Collectively, the District has approximately \$72.9 million in State aid applications that are under consideration with OPSC, and an additional \$33.2 million in projects that are pending OPSC submittal. In total, the District has approximately \$106.2 million in foreseeable State aid eligibility, based on the assumptions noted above. 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.

5.2 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 code also permits 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 \$7.5 million in additional developer fee revenues as of May 31, 2019, for a grand total of \$10.9 million in collected revenues.

As reported in December 2018, 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 School 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 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 \$3.0 million in developer fees annually.

However, 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 during this period at which time this analysis will be reevaluated. Accounting for the long-term projection 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 by Cooperative Strategies in the 2018 Residential Development School Fee Justification Study.

These fees have been made available to the Program to fund new construction projects as well as to repay the District's outstanding Certificates of Participation (COPs) which were originally issued in 1997 to complete the construction of Norman Brekke Elementary. It is estimated that approximately \$3.4 million will be required to fully repay the COPs by 2026 as currently scheduled. The District is evaluating options to refund or prepay the outstanding COPs to generate savings to free up additional dollars for projects.

Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$7.5 million in additional developer fee revenues as of May 31, 2019, for a grand total of \$10.9 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 current projections to not include any additional developer fee mitigation amounts from the Doris/Patterson project should it be annexed by the City and development allowed to occur pursuant to the existing Mitigation Agreement. The District entered into a Mitigation Agreement with the developer of the proposed Teal Club development adjacent to the District's new site at Doris Avenue and Patterson Road on April 30, 2018. The development will consist of 990 residential units of varying density, single-family, townhomes, condominium, and apartment units. The Mitigation Agreement states that the developer will pay a School Impact Fee of \$7.28 per square foot of new residential construction within the Teal Club development in lieu of statutory developer Level 1 or Level 2 developer fees. The agreed upon School Impact Fee is subject to annual increase for inflation set forth in the statewide cost index for Class B construction which shall be applied each subsequent year on April 30.

5.3 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 a district 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 on November 8, 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, District staff, CFW and the financing team 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 4.0 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 17: Summary of Measure D Bond Sales to Date

	Series 2017A	Series 2018B
Par Amount	\$81.0 million	\$14 million
Total Debt Service	\$172.7 million	\$30.3 million
Repayment Ratio	2.13 to 1	2.16 to 1
Average Interest Rate (TIC)	4.21%	4.15%
2018-19 Tax Rate to Repay Outstanding Measure “D” Bonds	\$27.60 per \$100,000 AV	

5.3.1 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 incur 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 \$13.4 billion for fiscal year 2018-19, the District’s 1.25 percent gross bonding capacity is estimated at \$167.6 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 percent to an amount equal to 2.12 percent (or less) of total assessed valuation at the time of bond issuance. The waiver has an expiration date of August 1, 2025. Pursuant to Table 18, the District’s gross bonding capacity as of FY 2018-19 is approximately \$284.3 million of which \$262.3 million is currently outstanding in principal amount from prior bond sales to date. As a result, the District’s remaining net bonding at this time is estimated at \$22.0 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 18: Bonding Capacity Analysis

As of April 1, 2019	
ASSESSED VALUATION (2018-19)	
Secured Assessed Valuation	\$12,744,783,101
Unsecured Assessed Valuation	\$665,603,830
Total Assessed Valuation	\$13,410,386,931
DEBT LIMITATION	
Total Assessed Valuation	\$13,410,386,931
Applicable Bond Debt Limit with Waiver ⁽¹⁾	2.12%
Bonding Capacity	\$284,300,203
Outstanding Bonded Indebtedness	\$262,301,666
NET BONDING CAPACITY	\$21,998,537
% of Capacity Currently Used	92.26%
<i>⁽¹⁾ 2017 Debt Waiver</i>	
HARDSHIP ANALYSIS	
<i>Hardship Requirement</i>	<i>60.00%</i>
Statutory Bonding Capacity (1.25%)	\$167,629,837
Outstanding Bonded Indebtedness	\$262,301,666
% of Statutory Capacity Currently Used	156.48%

The District’s assessed value 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 19 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 2000’s, 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 averaged 5.4 percent annually over the last 17-years. Most recently, over the last 5-year period, the annual assessed valuation growth rate has averaged 5.0 percent. While annual assessed valuation growth has slowed compared to the mid-2000’s, it may indicate a more sustainable pace of economic expansion within the District.

Table 19: Historical Assessed Valuation

Historical Assessed Value		
<u>Fiscal Year</u>	<u>Total</u>	<u>% Δ</u>
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%
5-Year Annualized Average		5.0%
10-Year Annualized Average		2.1%
17-Year Annualized Average		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 and is currently being levied by the County at a rate of \$27.60 per \$100,000 of assessed property value, below the legally permitted \$30 tax rate.

Figure 5 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain assumptions. 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 tax rate. Bond terms are assumed to be 30 years. Figure 5 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 5: Estimated Timing and Sizing of Measure D Bond Issuances as of December 2018 Report

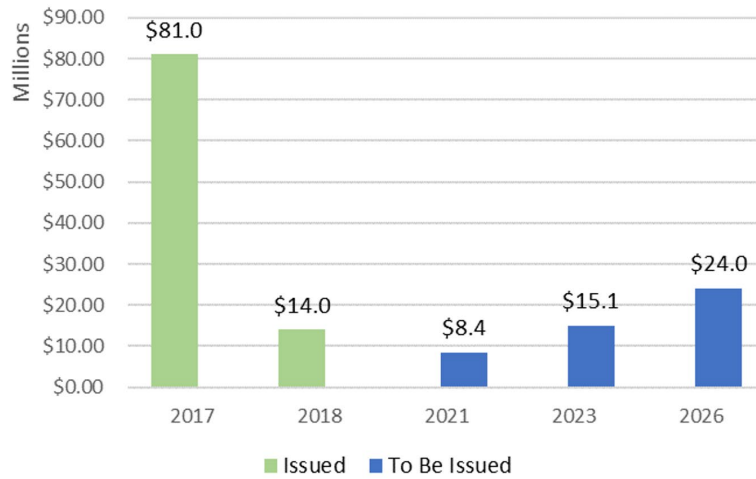
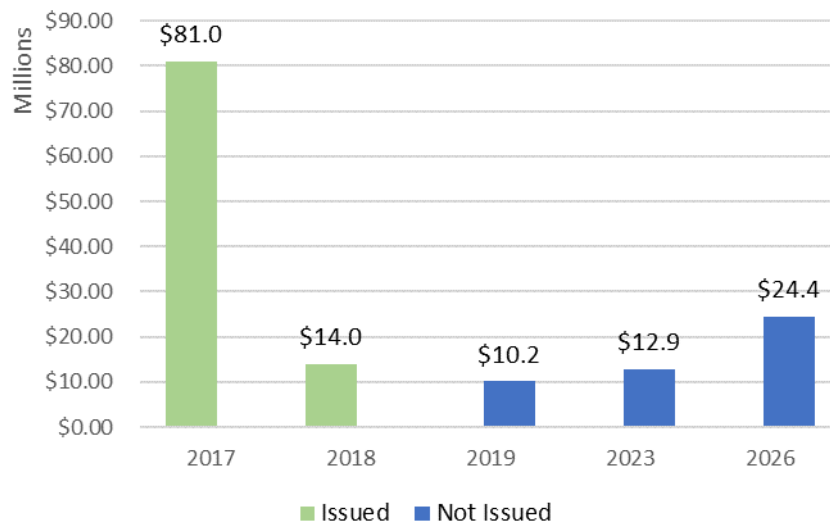


Figure 6: Estimated Timing and Sizing of Accelerated Measure D Bond Issuances



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 \$10.2 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 values 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.

5.3.2 ASSESSMENT OF IMPACT OF DECREASED ENROLLMENT AND REMAINING FACILITY NEEDS

As noted throughout the report, should enrollment decline substantially in the interim or long term, the impact to the work program may be significant. The following section attempts to quantify the impact on the demand for additional funding should State aid be greatly reduced or unavailable. This section builds on previous components that have been expressed as part of the overall report.

Delays by the State in the processing of eligible District grant applications and in the limited sale of voter approved Prop. 51 bonds have reduced grant reimbursements by the State. In addition, OPSC and SAB changes to the SFP program have also delayed the submittal of eligible grant applications. Meanwhile, District enrollment has peaked, and projected declines may reduce the receipt of funds from remaining eligible projects. Local approvals by LAFCo and the City are also causing delays in construction. Such delays in program implementation make remaining projects subject to escalating market costs which may reduce the number of projects that may be funded overall.

Over the long-term, the District may be required, once again, to supplement the Basic Strategy and start planning to seek a local solution to absorb the balance of required facility improvements and the next phase of the Program while the State continues to struggle to implement the SFP, Prop 51 and the Governor's future State bond program.

A review has been conducted as to the potential impact of further delays in the implementation of the SFP by the State and its ability to process eligible grant reimburse to the District for projects already constructed. In addition, the District has conducted various analyses of remaining SFP eligibility for additional reconstruction of grade 6-8 facilities. Approximately \$144.3 million in project funding may be required to fully fund the next increment of the Master Construct Program. These can be categorized as follows:

- Delays in the reimbursement of submitted applications to fund major improvements required to bring the eight P/P and K-5 schools into compliance with the District's educational specifications, including adequate administrative, multipurpose room, library and 21st Century classroom improvements. In total 8 existing schools would benefit.

Estimated Cost: \$40.70 million

- The lack of remaining SFP Financial Hardship funding for the reconstruction of Marina West Elementary and modernization of Frank Middle School into a 21st Century school facility
Estimated Cost: \$39.70 million
- The Lack of remaining SFP grade 6-8 eligibility to modernize or reconstruct the Fremont Middle School campus at this time into a comparable 21st Century middle school consistent with the specifications and standards of its feeder schools.
Estimated Cost: \$63.91 million

Like in previous instances where the State’s bonding authority to fund the SFP has been depleted or delayed, the District may have to rely on an additional local funding source to continue the current program schedule, address remaining needs at the middle school sites, and cover any shortfalls created by an increase in construction costs due to the delay in State aid receipts or local agency approvals.

Table 20: Estimated Impact of SFP Delays

Project	Est. Total Remaining Amount
State Aid Reimbursement Delays	
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
Subtotal	\$40,723,857
Lack of SFP Financial Hardship Funding	
Marina West Reconstruction	\$30,680,582
Frank Modernization	\$9,023,903
Subtotal	\$39,704,485
Middle School Reconstruction (Current SFP Eligibility: 0)	
Fremont Reconstruction	\$63,912,757
Subtotal	\$63,912,757
Total Projects	\$144,341,099
Program Reserve (18.5%)	\$26,821,974
Total	\$171,163,073

5.3.3 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 20, 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 7 demonstrates a projected Proposition 39 bond sales program over time. Assuming that the District’s assessed valuation continues to grow grows 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.

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 21, by providing additional local funds to the Program in anticipation of further delays or in lieu of projected State aid reimbursements should enrollment and SFP eligibility drop precipitously.

Figure 7: Estimated Timing and Sizing of Bond Issuances

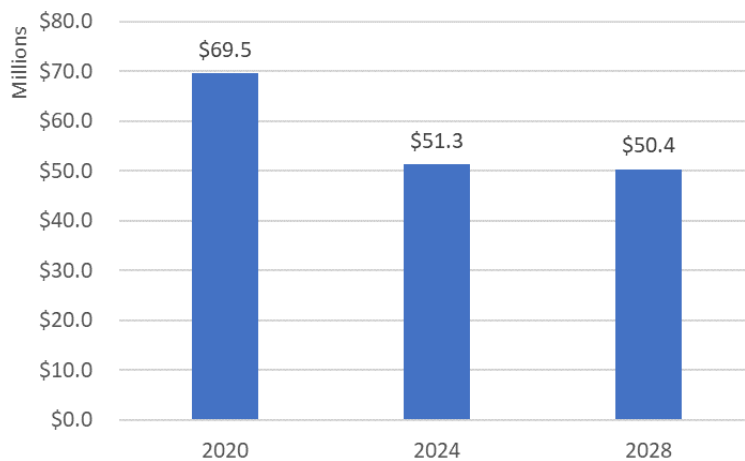


Table 21: Proposed Project Uses for Expanded Local Strategy

Project	Est. Total Remaining Amount
State Aid Reimbursement Delays	
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
Subtotal	\$40,723,857
Lack of SFP Financial Hardship Funding	
Marina West Reconstruction	\$30,680,582
Frank Modernization	\$9,023,903
Subtotal	\$39,704,485
Middle School Reconstruction (Current SFP Eligibility: 0)	
Fremont Reconstruction	\$63,912,757
Subtotal	\$63,912,757
Total Projects	\$144,341,099
Program Reserve (18.5%)	\$26,821,974
Total	\$171,163,073

5.4 PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for Phase 1 and Phase 2 projects under current implementation. As of the December 2018 Semi-Annual Report, the total Phase 1 and Phase 2 budget was approximately \$234.7 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 22 provides a summary report of expenditures made for the Program during the period July 1, 2012 – May 31, 2019 totaling approximately \$170 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 December 2018 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this June 2019 report, subsequent expenditure reports will reflect the revised budget value.

From July 1, 2012 through May 31, 2019, the District expended approximately \$29.7 million in expenditures for additional facilities improvements, of which \$8.9 million were expended for eligible projects beginning with \$3.7 million of Developer Fee Fund Balances prior to the adoption of the Jan 2013

Implementation Plan, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being assumed by 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 22: Estimated Phase I and Phase II Expenditures to Date

Project	Adopted Budget	Fiscal Year Expenditures							Total
		2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19 ¹	
Acquire Site New Elem K-5	\$7,756,852	\$7,676,384	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$7,773,653
Doris/Patterson Acquire Land	\$8,750,000	\$0	\$0	\$0	\$74,346	\$197,260	\$8,896,866	\$12,186	\$9,180,658
Doris/Patterson LAFCO Planning	\$700,000	\$0	\$14,625	\$37,345	\$28,680	\$142,458	\$253,248	\$12,042	\$488,397
Design & Reconstruct Harrington Elem K-5	\$23,846,732	\$148,739	\$1,507,490	\$12,234,363	\$9,704,101	\$224,482	\$2,431	\$0	\$23,821,605
Design & Reconstruct Lemonwood Elem K-8	\$39,873,403	\$139,027	\$848,471	\$1,447,476	\$1,740,316	\$15,492,431	\$14,820,328	\$4,941,978	\$39,430,028
Design & Reconstruct Elm Elem K-5	\$30,716,606	\$0	\$364,124	\$1,186,383	\$333,994	\$3,307,308	\$13,205,318	\$12,283,158	\$30,680,284
Design & Construct Seabridge K-5	\$28,568,432	\$0	\$0	\$0	\$0	\$217,366	\$1,860,435	\$446,705	\$2,524,505
Design & Reconstruct McKinna K-5	\$36,558,911	\$0	\$0	\$0	\$0	\$666,926	\$1,881,082	\$12,113,837	\$14,661,845
Design & Reconstruct Rose Avenue K-5	\$3,681,670	\$0	\$0	\$0	\$0	\$56,415	\$1,099,501	\$684,934	\$1,840,850
Design & Reconstruct Marina West K-5	\$3,681,670	\$0	\$0	\$0	\$0	\$0	\$0	\$112,090	\$112,090
Design & Construct Doris/Patterson K-5	\$0	\$0	\$0	\$0	\$437,202	\$0	\$0	\$60,974	\$498,177
Design & Construct Doris/Patterson 6-8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$236,786	\$236,786
Design & Improve K-5 Kindergarten Facilities									
Ritchen	\$456,837	\$16,509	\$73,699	\$342,049	\$16,563	\$119	\$0	\$0	\$448,939
Brekke	\$276,090	\$12,078	\$58,117	\$199,612	\$6,513	\$112	\$0	\$0	\$276,432
McAuliffe	\$336,509	\$11,939	\$87,922	\$214,681	\$8,898	\$107	\$0	\$0	\$323,548
Driffill	\$409,771	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$0	\$351,773
Total K-5 Kindergarten Facilities	\$1,479,208	\$91,861	\$276,449	\$999,253	\$31,974	\$1,155	\$0	\$0	\$1,400,693
Design & Construct Science Labs/Academies									
Chavez	\$649,009	\$17,941	\$169,762	\$443,763	\$19,273	\$182	\$0	\$0	\$650,920
Curren	\$598,330	\$17,261	\$119,641	\$445,771	\$17,485	\$176	\$0	\$0	\$600,333
Kamala	\$619,123	\$17,676	\$156,290	\$429,111	\$18,299	\$186	\$0	\$0	\$621,562
Haydock	\$1,081,480	\$64,167	\$302,186	\$664,913	\$23,810	\$25,687	\$1,000	\$0	\$1,081,764
Fremont	\$1,893,796	\$85,669	\$512,574	\$1,209,678	\$12,709	\$83,718	\$0	\$0	\$1,904,348
Total Science Labs/Academies	\$4,841,738	\$202,713	\$1,260,453	\$3,193,236	\$91,576	\$109,948	\$1,000	\$0	\$4,858,926
Project 1 Remaining Adjustment	\$145,349								
Kindergarten Flex Classrooms									
Brekke	\$1,872,541	\$0	\$0	\$0	\$0	\$0	\$918,679	\$942,180	\$1,860,859
McAuliffe	\$2,347,264	\$0	\$0	\$0	\$0	\$0	\$747,417	\$1,588,054	\$2,335,471
Ramona	\$2,040,948	\$0	\$0	\$0	\$0	\$0	\$151,523	\$1,652,772	\$1,804,295
Ritchen	\$2,379,461	\$0	\$0	\$0	\$0	\$0	\$712,251	\$1,610,621	\$2,322,871
Total Kindergarten Flex Classrooms	\$8,640,214	\$0	\$0	\$0	\$0	\$0	\$2,529,870	\$5,793,627	\$8,323,497
Kindergarten Annex Improvements									
Harrington	\$3,075,863	\$0	\$0	\$28,290	\$111,590	\$61,162	\$1,825,326	\$1,051,284	\$3,077,652
Lemonwood	\$860,386	\$0	\$0	\$5,564	\$8,899	\$8,183	\$6,483	\$5,321	\$34,450
Total Kindergarten Annex Improvements	\$3,936,249	\$0	\$0	\$33,854	\$120,489	\$69,345	\$1,831,809	\$1,056,605	\$3,112,101
Ritchen New Special Day Classroom	\$175,000	\$0	\$0	\$9,011	\$100,210	\$0	\$0	\$0	\$109,221
Marshall K-8 12 Classroom Addition	\$11,422,558	\$0	\$0	\$84,910	\$559,540	\$173,746	\$4,055,109	\$3,210,651	\$8,083,956
Planning related to MPRs for P/P K-8 Schools	\$175,000	\$0	\$0	\$0	\$212,483	(\$36,139)	(\$2,386)	\$0	\$173,957
Driffill MPR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,507	\$66,507
Technology Phase 1	\$11,216,175	\$1,282,941	\$7,517,381	\$2,165,863	\$269,612	\$920,735	\$0	\$0	\$12,156,533
Technology Phase 2	\$0	\$0	\$0	\$0	\$0	\$63,700	\$184,995	\$13,807	\$262,502
Driffill Construct Kindergarten Classrooms	\$2,068,061	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
McAuliffe 21st Century Modernization	\$595,169	\$0	\$0	\$0	\$0	\$0	\$0	\$9,060	\$9,060
Ritchen 21st Century Modernization	\$588,702	\$0	\$0	\$0	\$0	\$0	\$0	\$8,962	\$8,962
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$150,474
Program Reserve	\$5,162,851								
TOTAL	\$234,731,023	\$9,691,666	\$11,823,625	\$21,391,694	\$13,751,259	\$21,623,508	\$50,620,180	\$41,063,335	\$169,965,267

Notes:

1. Fiscal Year 2018-19 expenditures are as of May 31, 2019
2. Budgets have been adjusted per the December 2018 Master Construct and Implementation Program approved by Board
3. Figures presented above are unaudited
4. 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 \$463.9 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 December 2018 six-month review and provides recommended adjustments for the next six-month period. Adjustments include proposed budget increases previously approved by the Board to current projects including Lemonwood, Elm, Marshall, Doris/Patterson LAFCo Planning, and the Kindergarten/Flex Classroom projects at Brekke, McAuliffe, Ramona, and Ritchen, due to specific project construction needs and required professional services. In addition, adjustments are recommended to the Lemonwood Kindergarten Annex budget to accommodate anticipated increases to the total project costs. Lastly, although it is not part of the scope of the Program, it is recommended that the kindergarten improvements at Driffill K-8 be placed on hold pending resubmission of architectural plans to DSA and the receipt of matching State funds.

6.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 23 presents the Adopted Master Construct Program budget as of December 2018 and identifies available sources of funding and anticipated expenditures. The total adopted budget for all proposed four phases is approximately \$463.9 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 23: 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	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 8,400,000	\$ -	\$ -	\$ 8,400,000	\$ -
Series D	\$ 15,100,000	\$ -	\$ -	\$ 15,100,000	\$ -
Series E	\$ 24,000,000	\$ -	\$ -	\$ -	\$ 24,000,000
Total Master Construct Bonds	\$ 141,918,719				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements**	\$ 130,060,782	\$ -	\$ 13,614,746	\$ 116,446,037	\$ -
Est. Developer Fees	\$ 65,814,554	\$ 7,454,555	\$ 11,763,519	\$ 25,370,997	\$ 21,225,483
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Drifill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 7,797,984	\$ 1,594,953	\$ 2,000,610	\$ 3,372,344	\$ 830,077
Est. Total Sources	\$ 463,931,209	\$ 127,388,677	\$ 121,797,594	\$ 168,689,378	\$ 46,055,560
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,756,852	\$ 7,756,852	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,450,000	\$ 700,000	\$ 8,750,000	\$ -	\$ -
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	\$ 30,716,606	\$ 30,716,606	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 39,873,403	\$ 39,873,403	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5**	\$ 30,680,582	\$ -	\$ 3,681,670	\$ 26,998,912	\$ -
Reconstruct Rose Avenue K-5**	\$ 30,680,582	\$ -	\$ 3,681,670	\$ 26,998,912	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 11,422,558	\$ 11,422,558	\$ -	\$ -	\$ -
Drifill K-8 (K/MPR)	\$ 9,391,259	\$ 409,771	\$ 2,068,061	\$ 6,913,427	\$ -
Chavez K-8 (SL/MPR)	\$ 7,562,436	\$ 649,009	\$ -	\$ -	\$ 6,913,427
Curren K-8 (SL/MPR)	\$ 7,511,757	\$ 598,330	\$ -	\$ -	\$ 6,913,427
Kamala K-8 (SL/MPR)	\$ 7,532,550	\$ 619,123	\$ -	\$ -	\$ 6,913,427
McAuliffe ES (K/Modular/Modernization*)	\$ 7,643,517	\$ 336,509	\$ 2,942,433	\$ 4,364,575	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,305,561	\$ 276,090	\$ 1,872,541	\$ -	\$ 1,156,930
Ritchen ES (K/Modular/Modernization*)	\$ 7,917,148	\$ 631,837	\$ 2,968,163	\$ 4,317,148	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,088,573	\$ -	\$ 2,040,948	\$ -	\$ 2,047,625
Project 1 Adjustment	\$ 145,349	\$ 145,349	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,451,231	\$ 1,893,796	\$ -	\$ -	\$ 5,557,436
Haydock MS (SL/Gym)	\$ 2,581,480	\$ 1,081,480	\$ -	\$ -	\$ 1,500,000
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,075,863	\$ 3,075,863	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 860,386	\$ -	\$ 860,386	\$ -	\$ -
Technology	\$ 11,216,175	\$ 11,216,175	\$ -	\$ -	\$ -
Subtotal	\$ 408,626,321	\$ 135,424,482	\$ 93,993,215	\$ 148,206,351	\$ 31,002,272
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	\$ -	\$ -
Subtotal	\$ 13,674,350	\$ -	\$ 6,419,442	\$ 4,453,360	\$ 2,801,548
Program Reserve	\$ 33,594,733	\$ (8,035,806)	\$ 13,349,131	\$ 16,029,667	\$ 12,251,740
Est. Total Uses	\$ 463,931,209	\$ 135,424,482	\$ 113,761,789	\$ 168,689,378	\$ 46,055,560
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 463,931,209				

*Assumes State Aid joint funding for Ritchen and McAuliffe modernization projects

**Assumes State Aid financial hardship for Rose and Marina West

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

- Completion of improvements to kindergarten facilities at Ritche, Brekke, McAuliffe, and Driffill 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 current construction of a 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 as well as the design and planning efforts associated with the reconstruction of Rose Avenue and Marina West
- design approval from DSA and construction of the new Seabridge K- 5 elementary school
- 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
- anticipated construction of a kindergarten facility at Driffill and the 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 both Rose Avenue and Marina West and the design and construction of Doris/Patterson K-5 and 6-8 schools. 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. 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.

6.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 24 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 decrease to approximately \$437.6 million primarily due to decreases in the availability of Financial Hardship funding of \$25.7 million for the Rose and Marina West Elementary Reconstruction projects of \$11.9 million and \$13.8 million, respectively. Additional decreases in State aid include an OPSC return of application for new construction grant funding of the Driffill kindergarten project of approximately \$1,728,882 as well as the return of a "like for like" application for three portable buildings at Elm for approximately \$343,300. Based on the above, total, anticipated State aid reimbursements decreased by \$27.9 million during this period.

Total developer fee revenues across all phases are estimated to remain the same; however, the sequencing of the revenues has been backloaded to reflect the overall buildout schedule in the District's Level 1 and Level 2 School Fee Justification Study and School Facilities Needs Analysis. It is now estimated that the District will collect a total of \$5.4 million in Phase 2 which is a reduction of approximately \$6.4 million which has in turn been reallocated to Phases 3 and 4. This reduction reflects the actual developer fees collected thru May 31, 2019 of \$1.5 million and incorporates an estimated of \$1.95 million of collections for fiscal year 2019-20 as projected in the District's 2019 School Facilities Needs Analysis.

It is also anticipated that the District will accelerate its planned third issuance of bonds for an additional \$10.2 million in G.O. bonds proceeds during fiscal year 2019-20 to offset decreases in State aid reimbursements and to take advantage of faster than anticipated growth in assessed values and lower current interest rate market conditions. This will leave approximately \$37.3 million in remaining Measure "D" authorization which are planned to be issued in in FY 2023 and FY 2026 for approximately \$12.9 million and \$24.4 million, respectively. Total interest earnings for the Program are anticipated to increase from \$7.8 million to \$9.4 million based on the anticipated level of funds available.

The combined total expenditures have decreased from \$408.6 million to \$385.6 million or \$23 million. This decrease is mainly attributed to the proposed removal of funding for the Marina West project at this time due to the lack of adequate State aid reimbursements and sufficient local funding to accommodate its adopted \$30.7 million budget. The balance is attributable to the elimination of \$3.2 million of funding for the Driffill kindergarten project until such time as plans are redrawn and approved by DSA. These project savings are offset by budget adjustments including proposed budget increases previously approved by the Board to current projects including Lemonwood, Elm, Marshall, Doris/Patterson LAFCo Planning, and the Kindergarten/Flex Classroom projects at Brekke, McAuliffe, Ramona, and Ritchen. A budget increase is also recommended for the Lemonwood Kindergarten Annex project. In total an

increase of \$5.8 million is proposed for Phase 1 projects to be allocated from the revised Phase 2 Program Reserve.

Table 24: 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	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
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
Total Master Construct Bonds	\$ 141,922,093				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
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 (Drifill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 9,412,785	\$ 1,594,953	\$ 1,793,137	\$ 1,435,480	\$ 4,589,216
Est. Total Sources	\$ 437,625,289	\$ 127,388,677	\$ 122,672,125	\$ 115,876,343	\$ 71,688,144
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	\$ 9,981,230	\$ 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 McKinnin 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	\$ -	\$ -	\$ -
Drifill 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	\$ 1,928,268	\$ -	\$ 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	\$ -	\$ -	\$ -
Subtotal	\$ 385,596,527	\$ 141,215,204	\$ 90,989,741	\$ 92,835,146	\$ 60,558,436
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	\$ -	\$ -
Subtotal	\$ 14,238,350	\$ -	\$ 6,983,442	\$ 4,453,360	\$ 2,801,548
Program Reserve	\$ 37,788,412	\$ (13,826,528)	\$ 10,872,414	\$ 18,587,837	\$ 8,328,160
Est. Total Uses	\$ 437,625,289	\$ 141,215,204	\$ 108,845,998	\$ 115,876,343	\$ 71,688,144
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 437,625,289				

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

The Proposed Master Budget also accounts 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 was added 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.

6.3 PHASE 1 MASTER BUDGET AND SCHEDULE

Primarily funded through Measure "R" bond proceeds, Phase 1 efforts are substantially complete, except for the new classroom building at Marshall elementary school, which is anticipated to be completed for occupancy for the 2019-20 school year. 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.

Major adjustments to the Phase 1 budget incorporate prior approved Board actions for construction and professional services associated with Lemonwood and Elm. An additional allowance is being requested for Marshall to accommodate anticipated costs of additional DSA reviews and delays in construction. Additional increases are proposed for the Doris/Patterson LAFCo and Seabridge planning to accommodate the extended local review and permit process. Budget decreases of approximately \$289,000 are being returned to the Program Reserve as savings from Project 1. In total, the Phase 1 budget has been increased by \$5.8 million to reflect these adjustments, including a onetime \$940,358 adjustment by the District for additional technology expenses.

Table 25: Proposed Phase 1 Master Budget and Schedule (FY 2013-17)

Project	Schedule Dec 2018	Schedule June 2019	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Acquire New Sites					
Seabridge Elementary School	2013	2013	\$7,756,852	\$7,773,653	\$16,801
Doris/Patterson K-5 / Middle School	2014/16	2014/16	\$700,000	\$800,572	\$100,572
Subtotal				\$8,574,225	\$117,373
Design & Reconstruct Sites					
Harrington Elem. K-5	2013/14	2013/14	\$23,846,732		\$0
Lemonwood K-8	2014/18	2014/18	\$39,873,403	\$42,171,543	\$2,298,140
Elm Elem. K-5	2014/16	2014/19	\$30,716,606	\$32,872,208	\$2,155,602
Subtotal				\$98,890,483	\$4,453,743
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14			
Ritchen**			\$631,837	\$558,160	(\$73,677)
Brekke			\$276,090	\$276,432	\$342
McAuliffe			\$336,509	\$323,548	(\$12,961)
Driffill			\$409,771	\$351,773	(\$57,998)
Subtotal				\$1,509,913	(\$144,295)
Design & Construct Science Labs (Project 1)	2013/14	2013/14			
Chavez Science Labs K-8			\$649,009	\$650,920	\$1,910
Curren Science Labs K-8			\$598,330	\$600,333	\$2,002
Kamala Science Labs K-8			\$619,123	\$621,562	\$2,440
Haydock Science Labs 6-8 & Utility Upgrades			\$1,081,480	\$1,081,764	\$283
Fremont Science Labs 6-8 & Utility Upgrades			\$1,893,796	\$1,904,348	\$10,552
Subtotal				\$4,858,926	\$17,188
Project 1 Adjustment			\$145,349	\$0	(\$145,349)
Childhood Development Center Improvements					
Harrington	2015	2015	\$3,075,863		\$0
Subtotal				\$3,075,863	\$0
Planning for K-8 MPRs	2016	2016	\$175,000		\$0
Marshall K-8: 12 Classroom Building	2015/17	2015/17	\$11,422,558	\$11,974,262	\$551,704
Technology	2013/15	2013/15	\$11,216,175	\$12,156,533	\$940,358
Program Improvements Subtotal				\$141,215,204	\$5,790,722
Program Reserve			(\$8,035,806)	(\$13,826,528)	(\$5,790,722)
Program Improvements Total				\$141,215,204	\$5,790,722

*Current dollars

**Includes New Special Day Classroom

6.4 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, with DSA approval anticipated during the next six-month period. 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. 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 additional construction and professional services costs associated with the kindergarten/flex classroom projects at Brekke, McAuliffe, Ramona, and Ritchen which were approved by the Board during the last six-month period totaling \$704,609. The budget for the acquisition of the Doris/Patterson site has been increased by \$430,658 to \$9.2 million to reflect the actual purchase price and actual expenditures as of May 31, 2019 for professional services related to the land acquisition. A GMP contract for approximately \$2.9 million has been negotiated for the construction

of the Lemonwood Kindergarten Annex improvements and is to be presented for consideration and award at the next Board meeting. The Lemonwood Kindergarten Annex budget is recommended to increase to \$3.7 million. The planning and design efforts associated with the reconstruction of Marina West are recommended to be removed at this time resulting in a decrease of expenditures of \$3.7 million. 21st century improvements to McAuliffe and Ritchen are also recommended to be moved to Phase 3 based on estimated availability of joint State funding. Additional budget is proposed to accommodate District commitments associated with portable lease payments of \$564,000. Lastly, the kindergarten improvements of \$2.1 million at Driffill elementary school are recommended to be placed on hold. The District and architect are addressing the submittal of updated design plans for a new DSA approval.

As shown in Table 26, the Phase 2 budget has been decreased by approximately \$4.9 million to approximately \$108.8 million. The Phase 2 Program Reserve is proposed to decrease from \$13.3 million to \$10.8 million or 11.9%.

Table 26: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)

Project	Schedule Dec 2018	Schedule June 2019	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Acquire New Sites					
Doris/Patterson K-5 / Middle School	2018	2018	\$8,750,000	\$9,180,658	\$430,658
Subtotal				\$9,180,658	\$430,658
Construct New School Sites: Master Construct					
Seabridge K-5	2018/2020	2018/2020	\$28,568,432		\$0
Reconstruct School Sites: Master Construct					
Rose Avenue K-5 (Classrooms)	2018/2021	2018/2021	\$3,681,670	\$3,681,670	\$0
Marina West K-5 (Classrooms)	2021/2022	2021	\$3,681,670	\$0	(\$3,681,670)
McKinna K-5	2017	2017	\$36,558,911		\$0
Construct Kinder/SDC Classrooms					
Brekke	2018	2018	\$1,872,541	\$1,926,268	\$53,727
McAuliffe	2018	2018	\$2,347,264	\$2,551,273	\$204,009
Ramona	2018	2018	\$2,040,948	\$2,158,208	\$117,260
Ritchen	2018	2018	\$2,379,461	\$2,709,074	\$329,613
Classroom/Library/MPR Modernizations					
McAuliffe (Planning/Design)*	2019	2019	\$595,169	\$0	\$ (595,169)
Ritchen (Planning/Design)*	2019	2019	\$588,702	\$0	\$ (588,702)
Construct Kindergarten Classrooms					
Driffill	2019	2019	\$2,068,061	\$0	(\$2,068,061)
Childhood Development Center Improvements					
Lemonwood	2019	2019	\$860,386	\$3,655,246	\$2,794,860
Subtotal				\$81,809,083	(\$3,434,132)
Technology				\$0	\$0
Program Improvements Subtotal				\$90,989,741	(\$3,003,474)
Program Reserve			\$13,349,131	\$10,872,414	(\$2,476,717)
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		\$564,000	\$564,000
Subtotal				\$6,983,442	\$564,000
Program Improvements Total				\$108,845,598	(\$4,916,191)

6.5 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. The design and construction of the Doris/Patterson K-5 school is proposed to be moved to Phase 4 and the reconstruction of Marina West is proposed to be removed. Design and construction activities associated with the planned modernization improvements at McAuliffe and Ritche are also proposed as well as the construction of a multipurpose room/gym at Driffill.

Adjustments to the Phase 3 budget include the move of the construction of Doris Patterson K-5 to Phase 4 and the removal of the reconstruction of Marina West. This results in a reduction of planned expenditures in Phase 3 of \$55.6 million. Modernization efforts for McAuliffe and Ritche will include planning and design in addition to the previously stated construction budget in Phase 3 and amounts to an increase of \$1.2 million in planned expenditures for the modernization projects. The Phase 3 Program Reserve is estimated to increase by \$2.6 million to \$18.6 million.

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 27 provides a summary of the proposed Phase 3 budget and schedule totaling approximately \$115.9 million, a decrease by approximately \$52.8 million.

Table 27: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)

Project	Schedule Dec 2018	Schedule June 2019	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Construct New School Sites: Master Construct					
Dorris Patterson K-5 (Planning/Design)	2021/2024	2021/2026	\$29,556,164	\$0	(\$29,556,164)
Dorris Patterson 6-8	2021	2021	\$49,057,213	\$0	\$0
Rose Avenue	2018/2021	2018/2021	\$26,998,912	\$26,998,912	(\$0)
Marina West	2021/2022	2021	\$26,998,912	\$0	(\$26,998,912)
Classroom/Library/MPR Modernizations					
McAuliffe	2021	2021	\$4,364,575	\$4,959,744	\$595,169
Ritche	2021	2021	\$4,317,148	\$4,905,850	\$588,702
Construct K-8 Multipurpose Room					
Driffill	2021	2021	\$6,913,427	\$0	\$0
Program Improvements Subtotal			\$92,835,146		(\$55,371,205)
Program Reserve			\$16,029,667	\$18,587,837	\$2,558,171
Program Lease Payments					
Brekke ES COP	2021-25		\$2,390,860		\$0
COP for Land Acquisition	2026-29		\$2,062,500		\$0
Subtotal			\$4,453,360		\$0
Program Improvements Total			\$115,876,343		(\$52,813,034)

*Current dollars

6.6 PHASE 4 MASTER BUDGET AND SCHEDULE

Phase 4 completes the Master Construct and Implementation Program providing additional MPR improvements for remaining K-5 schools, as well as middle school gymnasium/multipurpose room improvements at Haydock and Fremont. The construction of Doris/Patterson K-5 school is proposed to be moved from Phase 3 to Phase 4. 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 Doris/Patterson K-5 school construction to Phase 4. This increases the total project expenditures in Phase 4 by \$29.6 million. The Phase 4 Program Reserve is proposed to be decreased by approximately \$3.9 million. All other Phase 4 project budgets and schedules remain unchanged at this time.

As summarized in Table 28, the total Phase 4 budget has been increased by approximately \$25.6 million to approximately \$71.7 million.

Table 28: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)

Project	Schedule Dec 2018	Schedule June 2019	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Construct New School Sites: Master Construct				
Dorris Patterson K-5 (Planning/Design)	2021/2024	2021/2026	\$0	\$29,556,164
Construct Academic Program Space: Master Construct				
Brekke	2026	2026	\$459,373	\$0
Ramona	2026	2026	\$292,151	\$0
Construct Gym & Modernize MPR				
Fremont	2026	2026	\$5,557,436	\$0
Modernize MPR				
Haydock	2026	2026	\$1,500,000	\$0
Modernize K-5 Multipurpose Rooms				
Brekke	2029	2029	\$697,557	\$0
Ramona	2029	2029	\$1,755,474	\$0
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			\$60,558,436	\$29,556,164
Program Improvements Subtotal			\$60,558,436	\$29,556,164
Program Reserve			12,251,740	\$8,328,160 (\$3,923,580)
Program Lease Payments				
Brekke ES COP	2026		\$480,548	\$0
COP for Land Acquisition	2026-29		\$2,321,000	\$0
Subtotal			\$2,801,548	\$0
Program Improvements Total			\$71,688,144	\$25,632,584

*Current dollars

6.7 MASTER SCHEDULE

The following summary schedule provides an overview of an updated proposed phasing strategy for the Master Construct and Implementation Program. Table 29 illustrates the proposed phasing of the integrated Program and is organized by the continued reconstruction of existing schools, the construction of new school sites, 21st century modernizations, and improvements to multipurpose rooms and support facilities to accommodate the District's educational program.

For projects currently under implementation, several schedule changes are presented. For the Marshall new classroom building project, the previously reported February 2019 occupancy date has been adjusted to June 2019. This adjustment is due to slow response time from the DSA in processing required changes

and general contractor coordination issues. The scheduled end date for the new Seabridge elementary school has been adjusted from April 2020 to December 2020 to accommodate a projected late summer/early fall 2019 start of construction. For the kindergarten/flex project at Ramona elementary, the project was completed in May 2019, a change from the previously reported February 2019 end date due to a longer than expected DSA approval period and rain delays in the months of December 2018 – February 2019.

The 21st century modernization improvements at McAuliffe and Ritchen have been moved starting in Fiscal Year 2018-19 to commencing in Fiscal Year 2020-21 to accommodate projected availability of funding. The reconstruction of Marina West is scheduled to commence in 2021 and the Doris/Patterson K-5 is proposed to be placed in Phase 4.

Table 29: 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
Reconstruct:																
Harrington	Complete															
Harrington Kindergarten Annex		Complete														
Lemonwood		Complete														
Lemonwood Kindergarten Annex																
Elm		Complete														
McKinna																
Rose Avenue																
Construct:																
Marshall 6-8 Classrooms																
Seabridge K-5																
Doris/Patters on K-5																
Doris/Patters on 6-8																
Construct Kinder + SDC Classrooms/Additional Support Space:																
Ramona																
Brekke																
Ritchen																
McAuliffe																
21st Century Modernizations:																
McAuliffe																
Ritchen																
Multipurpose Rooms:																
Fremont																
Haydock																
Kamala																
Chavez																
Curren																
Driffill																
Ramona																
Brekke																

Based on the identified phasing plan, Table 30 provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately \$158.8 million.

Table 30: Projects Under Management

Project Name	Start Date	End Date	Master Budget (Current Dollars)
Reconstruct:			
Lemonwood K-8	Feb-2013	Apr-2019	\$42,171,543
Lemonwood Kindergarten Annex	Nov-2014	Feb-2020	\$3,655,246
Elm K-5	Jul-2013	Jun-2019	\$32,872,208
Construct:			
Marshall 6-8 Classroom Building	Dec-2014	Jun-2019	\$11,974,262
Seabridge K-5	Jan-2017	Dec-2020	\$28,568,432
McKinna K-5	Jan-2017	Feb-2020	\$36,558,911
Construct Kinder + SDC Classrooms:			
Ramona	Jul-2017	May-2019	\$2,158,208
Planning/Land Acquisition:			
Doris/Patterson LAFCO Planning	Jul-2015	Mar-2019	\$800,572
Total			\$158,759,382

RECOMMENDATIONS

7.1 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 June 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
14-Nov-18	C.4	Approval of Amendment #007 for SVA Architects regarding Lemonwood K-8 School Reconstruction.	Amendment #007 to agreement #12-231 to provide Additional Architectural Services.	Approved
14-Nov-18	C.5	Approval of Amendment #006 for SVA Architects regarding Elm Elementary School Reconstruction.	Amendment #006 to agreement #13-231 to provide Additional Architectural Services.	Approved
14-Nov-18	C.6	Approval of Change Order #015 for Swinerton Builders for the Lemonwood K-8 School Reconstruction	Change Order #015 to agreement #15-198 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
14-Nov-18	C.7	Approval of Change Order #005 for Ardalan Construction Company for the Harrington EDCD Project.	Change Order #005 to agreement #17-139 provides for work related to additional scope of work requested by the District	Approved
12-Dec-18	C.3	Approval of Amendment #004 for CSDA Design Group regarding Marshall New Classroom Building Project.	Amendment #004 to agreement #15-89 to provide Additional Architectural Services.	Approved
12-Dec-18	C.4	Approval of Amendment #001 for Perkins East Dougherty regarding McKinna Elementary School Reconstruction.	Amendment #001 to agreement #16-249 to provide Additional Architectural Services.	Approved
12-Dec-18	C.5	Approval of Contractor Contingency Allocation #007 for Bernards Bros regarding the Marshall New Classroom Building Project	Contractor Contingency Allocation #007 to agreement #17-117 is a COST to the Contractor Contingency line item for additional items of work	Approved
12-Dec-18	C.6	Approval of WAL #11S for Earth Systems Pacific regarding the McCauliffe Kinder/Flex Project	WAL #11S to agreement #13-122 provides for Geotechnical Engineering & Materials Inspection and Testing Services	Approved
12-Dec-18	C.7	Ratification of WAL #16 for Earth Systems Pacific regarding the Marshall New Classroom Building Project	WAL #16 to agreement #13-122 provides for Geotechnical Observation and Testing Services	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
12-Dec-18	C.8	Approval of Change Order #016 for Swinerton Builders regarding the Lemonwood K-8 School Reconstruction Project	Change Order #016 to agreement #15-198 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
16-Jan-19	C.7	Approval of WAL #8S for MNS Engineers regarding the McKinna Elementary School Reconstruction Project	WAL #8S to agreement #13-126 provides for Waterline Easements	Approved
16-Jan-19	C.8	Approval of Credit Change Order #002 for Viola Constructors INC. regarding the Brekke Kinder/Flex Project.	Credit Change Order #002 to agreement #17-209 provides for work related to unforeseen conditions.	Approved
16-Jan-19	C.9	Ratification of Change Order #002 for Viola Constructors INC. regarding the McCauliffe Kinder/Flex Project.	Change Order #002 to agreement #17-212 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
16-Jan-19	C.10	Ratification of Change Order #004 for Viola Constructors INC. regarding the Ritchen Kinder/Flex Project.	Change Order #004 to agreement #17-218 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
16-Jan-19	C.11	Ratification of Amendment #005 for CSDA Design Group regarding the Marshall New Classroom Building Project	Amendment #005 to agreement #15-89 provides for additional architectural and engineering services	Approved
16-Jan-19	C.12	Approval and Adoption of the December 2018 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 July and the time of the report's publishing in December 2018	Approved
16-Jan-19	D.5	Ratification of Change Order #003 for Bernards Bros, INC. regarding the Elm Elementary School Reconstruction Project.	Change Order #003 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
6-Feb-19	C.2	Ratification of Change Order #001 for Silver Creek Industries INC. regarding the McCauliffe Kinder/Flex Project.	Ratification of Change Order #001 to PO #P18-03887 provides for work related to unforeseen conditions or additional scope of work requested by the District.	Approved
6-Feb-19	C.2	Ratification of Change Order #001 for Silver Creek Industries INC. regarding the Ritchen Kinder/Flex Project.	Ratification of Change Order #001 to PO #P18-03890 provides for work related to unforeseen conditions or additional scope of work requested by the District.	Approved
20-Feb-19	C.1	Approval of Agreement with Sites Pacific, INC. regarding Seabridge New School Project.	Approval of agreement #18-212 with Sites Pacific, Inc. for Planning and Land Use Consulting Services.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
20-Feb-19	C.4	Ratification of Change Order #017 for Swinerton Builders regarding the Lemonwood K-8 School Reconstruction Project.	Ratification of Change Order #017 to agreement #15-198 provides for work related to unforeseen conditions or additional scope of work requested by the District.	Approved
20-Feb-19	C.5	Ratification of Change Order #001 for Silver Creek Industries INC. regarding the Ramona Kinder/Flex Project.	Ratification of Change Order #001 to PO #P18-03889 provides for work related to unforeseen conditions or additional scope of work requested by the District.	Approved
20-Feb-19	C.6	Ratification of Change Order #002 for Silver Creek Industries INC. regarding the Ramona Kinder/Flex Project.	Ratification of Change Order #002 to PO #P18-03889 provides for work related to unforeseen conditions or additional scope of work requested by the District.	Approved
20-Feb-19	D.5	Ratification of Change Order #004 for Bernards Bros, INC. regarding the Elm Elementary School Reconstruction Project.	Change Order #004 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
20-Feb-19	D.6	Ratification of Change Order #005 for Bernards Bros, INC. regarding the Elm Elementary School Reconstruction Project.	Change Order #005 to agreement #16-199 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
6-Mar-19	C.2	Approval of Assignment Agreements for Bernards Bros, Inc. regarding Elm Elementary School Reconstruction Project, Marshall New Classroom Building Project and McKinna Elementary School Reconstruction Project.	Approval of agreement for Elm (#18-213), Marshall (#18-214 and McKinna (#18-215) Projects for the payment of the remaining lease payments after the construction of the improvements.	Approved
6-Mar-19	C.4	Ratification of Change Order #003 for Viola Constructors INC. regarding the McCauliffe Kinder/Flex Project.	Ratification of Change Order #003 to Agreement #17-212 provides for work related to unforeseen conditions or additional scope of work requested by the District.	Approved
6-Mar-19	C.5	Ratification of Change Order #003 for Silver Creek Industries INC. regarding the Ramona Kinder/Flex Project.	Ratification of Change Order #003 to PO #P18-03889 provides for work related to unforeseen conditions or additional scope of work requested by the District.	Approved
3-Apr-19	C.3	Ratification of Change order #002 for Bernards Bros, Inc. regarding the Marshall New Classroom Building Project.	Ratification of Change order #002 to Agreement #17-117 provides for work related to unforeseen conditions or additional scope of work requested by the District.	Approved
3-Apr-19	C.4	Approval of Contractor Contingency Allocation #008 for Bernards Bros regarding the Marshall New Classroom Building Project	Contractor Contingency Allocation #008 to agreement #17-117 is a COST to the Contractor Contingency line item for additional items of work	Approved
3-Apr-19	C.8	Approval of WAL #10S for NV5 West Inc regarding the Marshall New Classroom Building Project	WAL #10S to agreement #13-130 provides for DSA Inspector of Record Services	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
3-Apr-19	C.9	Approval of WAL #10 for NV5 West Inc regarding the McKinna Elementary School Reconstruction Project	WAL #10S to agreement #13-154 provides for Environmental Support Services	Approved
3-Apr-19	C.10	Approval of Notice of Completion regarding Brekke Kinder/Flex	Notice of Completion for Agreement #17-209 with Viola Constructors, Inc.	Approved
3-Apr-19	C.11	Approval of Notice of Completion regarding Harrington ECDC Project.	Notice of Completion for Agreement #17-01 with Ardan Construction Company Inc.	Approved
3-Apr-19	D.1	Ratification of Change Order #018 for Swinerton Builders regarding the Lemonwood K-8 School Reconstruction Project	Change Order #018 to agreement #15-198 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
1-May-19	C.2	Ratification of Fence License for Elm Reconstruction Project	Fence line easement to agreement #18-229 with the City of Oxnard for Elm Reconstruction Project	Approved
1-May-19	C.3	Ratification of WAL #16S for Earth Systems Pacific regarding the Marshall New Classroom Building Project	WAL #16S to agreement #13-122 provides for Geotechnical Observation and Testing Services	Approved
1-May-19	C.4	Ratification of WAL #7 for Knowland Construction Services regarding the Mc Auliffe and Ritche KinderFlex Projects	WAL #7 to agreement #13-129 provides DSA Inspection services for Mc Auliffe and Ritche KinderFlex projects	Approved
1-May-19	C.5	Ratification of Amendment #006 for CSDA Design Group regarding the Marshall New Classroom Building Project	Amendment #006 to agreement #15-89 provides for additional architectural and engineering services	Approved

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 7, 2019

Agenda Section: Section C: Consent Agenda

Approval of State Preschool Parent Handbook for 2019-20 (DeGenna/Valdes)

Each year, the Oxnard School District State Preschool Program must review and update a Parent Handbook. The Parent Handbook describes the various components of the State Preschool program, and the specific state and district requirements. The handbook is distributed to parents during orientation and/or monthly parent meetings at the start of the school year and is periodically reviewed with parents throughout the school year.

The Parent Handbook covers the State Preschool Program for the 2019-2020 school year.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Early Childhood Education, that the Board of Trustees approve the State Preschool Parent Handbook for 2019-2020.

ADDITIONAL MATERIALS:

Attached: [Parent Handbook for 2019 - 2020.pdf](#)

Classroom Volunteer Requirements

Parent who wish to volunteer must complete the *Parent Volunteer* form found in the preschool registration packet. Other immediate family member may volunteer in place of the parent only if they are twenty-one (21) years old and complete the *Volunteer Registration* form. This form can be obtained by the enrollment staff.

All volunteers must provide the following:

- Cleared Tuberculosis test
- Fingerprint clearance – obtained through the district at no cost to families
- Measles, Pertusis, and Influenza immunizations (parents may opt out of Influenza by submitting a written statement)

When you volunteer you must come without other children. Due to State licensing regulations, siblings and/or other children are not allowed to in the preschool classroom. We apologize for any inconvenience this may cause and ask that you make other arrangements for the care of siblings/other children while you are volunteering. Please sign in at the school front office for a badge before proceeding to the preschool classroom.

Tuberculosis Clearance Requirements

Both paid and volunteer personnel, including participating parents and classroom volunteers, must have either a chest X-ray or a tuberculin test of intermediate strength, which is verified as negative. Documents verifying freedom from tuberculosis must be current (not to exceed four years), and records must be accessible for review by State personnel. When a tuberculin test result is positive, it should be followed immediately by further testing. Persons with positive tuberculin and X-ray results must be excluded from the classroom until they have been referred to a physician and negative test results have been verified by the physician. Tuberculosis tests can be performed at local health clinics.



Requisitos para Voluntarios en el Salón

Padres quines gustan ser voluntarios en el salón deben de completar la solicitud denominada *Padre Voluntario* que se encuentra en el paquete de registraci3n. Alg3n otro familiar puede ocupar el lugar del padre si son mayores de veintiun (21) a3os de edad y completan la forma *Registro de Voluntario*. La forma se puede obtener por medio del personal de matriculaci3n.

Todo voluntario tiene que proveer lo siguiente:

- Prueba de Tuberculosis librada
- Huellas digitales librada – obtenido por medio del distrito a ningun costo a familias
- Prueba de vacunas; Sarmpi3n, Pertusis, e Influenza (padres pueden optar no a la Influenza por medio de una declaraci3n escritaita)

Quando Usted se ofrezca como voluntario debe presentarse sin otros ni3os. Hermanos ni otros ni3os se permiten en el sal3n debido a las reglas estatales. Disculpe cualquier inconveniencia que esto le cause y le solicitamos que realice lo necesario para que una persona cuide de sus ni3os mientras Usted participa en el sal3n. Por favor registrase en la oficina de la escuela para que reciba su gafete antes de proceder y entrar al sal3n preescolar.

Requisitos de Tuberculosis Librado

Tanto el personal pagado como el personal voluntario, incluyendo a los padres participantes y voluntarios en el sal3n, debe tener Rayos-X del pecho o un examen de tuberculina de fuerza intermedia con resultados negativos. Los documentos que verifiquen que no tienen tuberculosis deben ser recientes (que no excedan cuatro a3os) y los datos deben estar accesibles para ser revisados por el personal del estado. Cuando un examen de tuberculina resulte positivo, debe ser seguido por otros ex3menes. Las personas que tengan resultados positivos en su examen de tuberculina y de Rayos-X deben ser excluidas del sal3n de clase hasta ser vistos por un doctor y que 3ste verifique que los resultados de su examen son negativos. Las pruebas de la tuberculosis se pueden realizar en las cl3nicas de salud locales.

Daily School Attendance Requirements

Parents must sign-in and sign-out their child daily in the classroom using their full signature.

- **Children will only be released to those authorized on the *Emergency Card* and are at least 18 years old.**
- **Parents MUST pick up their child on time.** After three (3) written warnings, a termination notice may be issued.

Students are expected to be in attendance and on time daily. Parents must fill out and sign an absence slip when their child is absent from school. **Regular attendance plays a key role in student achievement. Unexcused absences should not exceed 3 days per year. It is the responsibility of the parent to contact the teacher when their child is absent from school or child may be dropped from the program.**

Excused Absences Include:

1. Illness/quarantine of child/parent
2. Family emergency (Serious illness of parent, funeral, immigration and other governmental appointments, sudden unforeseen circumstances)
3. Court ordered visitations are unlimited (must bring court order)
4. Best Interest Days

If your child has a fever, vomiting, diarrhea or has had a fever in the last 24 hours, please keep him or her home.

Unexcused absences include:

1. Oversleeping
2. No transportation
3. Rain
4. Personal

Best Interest Days:

Best Interest days are 10 excused absences per year and is at the discretion of the parent.

Medication

Teachers cannot administer medication to children. Parents are to make arrangements with school office personnel to give medication to children during school hours; this requires doctor's orders. Parents will be provided with information about purchasing medical insurance for their children, if they wish to do so.

Field Trips

Field trips in the preschool program are a privilege and are not a mandated activity. Parent participation is encouraged on these special events. Like in the classroom, no siblings are allowed on field trips. If a parent is not able to accompany their child, they may have another adult accompany child. This other adult must meet the volunteer requirements on page 7.

Requisitos de la Salud de los Estudiantes

Se hacen arreglos necesarios para que padres coordinen los exámenes físicos, de la vista, de los oídos y las vacunas con las clínicas locales de salud.

Exámenes Físicos

Antes de que un niño pueda asistir en el programa preescolar, es necesario obtener un examen físico y una evaluación corriente, incluyendo vacunas apropiadas para su edad. Cada distrito determina el tiempo específico que se permite para completar tales exámenes. Se consulta con los consejeros médicos locales y con las agencias de salud del condado para establecer un tiempo razonable basado en las circunstancias locales. El examen físico debe identificar cualquier problema especial de salud o cualquier discapacidad que pueda requerir atención especial o que pueda limitar las actividades del niño. Cualquier niño que recibe servicios de *Medi-Cal* puede recibir un examen físico con el *Medi-Cal* durante los meses de verano antes de matricularse en el programa preescolar. La Agencia del Condado de Salud y Prevención de Impedimentos de Niños y Jóvenes (CHDP) debe pagar por el examen físico después que el niño se registre en el Programa Preescolar del Estado y es la responsabilidad de los padres o guardianes de asistir a la cita.

Vacunas

Los estudiantes deben ser inmunizados contra ciertas enfermedades transmisibles. Los estudiantes están prohibidos de asistir a la escuela al menos que complan con los requisitos de inmunización para su edad y grado. El distrito escolar debe cooperar con los funcionarios de salud locales en las medidas necesarias para la prevención y control de enfermedades contagiosas en niños de edad preescolar. El distrito puede usar cualquier fondo, propiedad o personal y puede permitir a cualquier persona con licencia de médico o una enfermera registrada para administrar un agente de inmunización a cualquier estudiante cuyos padres hayan dado su consentimiento por escrito.

A partir del 1 de enero de 2016 los padres de los estudiantes en cualquier escuela, ya no serán autorizados a presentar una exención por creencias personales para una vacuna que se exige actualmente. Una exención por creencias personales en los archivos de la escuela antes del 1 de enero de 2016 seguirá siendo válida hasta que el estudiante entre al lapso siguiente de grado en kindergarten (incluyendo el kindergarten de transición) o 7º grado.

Los estudiantes no están obligados a tener vacunas si asisten a una escuela privada basada en el hogar o un programa de estudios independientes y no reciben instrucción basada en el aula. Sin embargo, los padres deben seguir proporcionando a sus escuelas registros de inmunización para estos estudiantes. Los requisitos de inmunización no prohíben a los estudiantes el acceso de educación especial y servicios relacionados requeridos por sus programas de educación individualizada.

Un estudiante que no está totalmente inmunizado puede ser excluido temporalmente de una escuela u otra institución cuando ese niño ha sido expuesto a una enfermedad específica y cuya prueba documental de su estado de inmunización no muestra prueba de inmunización contra una de las enfermedades transmisibles descritos anteriormente. La ley estatal requiere las siguientes vacunas antes de que un niño pueda asistir al program preescolar:

Solamente los niños que hayan sido vacunados contra la difteria, tos ferina, poliomielitis, Hepatitis B, tétano, paperas, sarampión, y viruela pueden ser admitidos.

Excepciones

La excepción al requisito de vacunas se permite cuando:

1. Un niño con problemas médicos, los cuales de acuerdo a una declaración del doctor, prohíben temporal o permanentemente las vacunas requeridas. Sin embargo, cuando hay una buena causa para creer que un niño está padeciendo de una enfermedad infecciosa o contagiosa, el niño deber ser excluido temporalmente del programa hasta que el oficial local de salud esté satisfecho de que la enfermedad infecciosa o contagiosa ya no existe.

Health Requirements for Students

Arrangements are made for parents to coordinate physical examinations, vision and hearing screening, and immunizations with local health clinics whenever possible.

Physical Examinations

A current physical examination and evaluation, including age-appropriate immunizations, are required for each child prior to attendance in preschool. Each agency or district determines the specific amount of time to be allowed for completion of such examinations. Local medical advisers and county health agencies are consulted in establishing a reasonable time frame based on local circumstances. The physical examination should identify any special health problems or disabilities, which will require special attention or limit the child's activities. Any child who is a Medi-Cal recipient may receive a Medi-Cal physical examination during the summer months prior to preschool enrollment. The county's Child Health Disability Prevention (CHDP) Agency will fund the physical examination after the child is enrolled in the State Preschool Program and it is the responsibility of the parent/guardian to keep the appointment.

Immunizations

Students must be immunized against certain communicable diseases. Students are prohibited from attending school unless immunization requirements are met for age and grade. The school district shall cooperate with local health officials in measures necessary for the prevention and control of communicable diseases in preschool and school aged children. The district may use any funds, property, or personnel and may permit any person licensed as a physician or registered nurse to administer an immunizing agent to any student whose parents have consented in writing.

Beginning January 1, 2016, parents of students in any school will no longer be allowed to submit a personal beliefs exemption to a currently required vaccine. A personal beliefs exemption on file at school prior to January 1, 2016 will continue to be valid until the student enters the next grade span at kindergarten (including transitional kindergarten) or 7th grade. Students are not required to have immunizations if they attend a homebased private school or an independent study program and do not receive classroom-based instruction. However, parents must continue to provide immunizations records for these students to their schools. The immunization requirements do not prohibit students from accessing special education and related services required by their individualized education programs.

A student not fully immunized may be temporarily excluded from a school or other institution when that child has been exposed to a specified disease and whose documentary proof of immunization status does not show proof of immunizations against one of the communicable diseases described above. State law requires the following immunizations before a child may attend school:

Students entering the preschool program must present a health record which shows immunization against diphtheria, whooping cough, poliomyelitis, Hepatitis B, tetanus, mumps, measles, and chicken pox.

Exemptions

Exemption from immunization requirements is allowed when:

1. A child with a medical problem, which, according to the statement of a physician, prohibits the required immunizations, temporarily or permanently. However, if there is a good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the program until the local health officer is satisfied that no infectious disease exists.



Asistencia Escolar

Los padres deben de ingresar las entradas y salidas de los niños, usando su firma completa.

- **Solo las personas autorizadas en la Tarjeta de Emergencia y mayores de 18 años pueden recoger a los niños.**
- **Los padres DEBEN recoger a sus niños a tiempo.** Un aviso de terminación se puede emitir después de tres (3) advertencias por escrito.

Los estudiantes deben asistir a clases todos los días y llegar a tiempo. Cuando algún niño no se presente a clases, los padres deben mandar una nota explicando la razón de la ausencia. **La asistencia regular tiene una parte importante en los logros de los estudiantes. Las faltas sin excusa no deben sobrepasar 3 días por año. Es la responsabilidad de los padres de comunicarse con la maestra si el niño no asiste a clase o de lo contrario el niño puede ser rebajado del programa.**

Faltas Justificadas Incluyen:

1. Enfermedad/Cuarentena del niño o niña/padre o madre
2. Emergencia familiar (enfermedad serias de los padres, funeral, citas de inmigración y oficinas de gobierno, circunstancias imprevistas repentinas)
3. Visitas ordenadas por la corte son sin límite (debe traer la orden de la corte)
4. Días de Mejor Interés

Si su niño o niña tiene calentura, vómito, diarrea o tuvo calentura en las últimas 24 horas, por favor que se quede en casa.

Faltas Sin Justificación Incluyen:

1. Se quedó dormido
2. Sin transportación
3. Lluvia
4. Personal

Días de Mejor Interés

Días de Mejor Interés son 10 ausencias justificadas por año y son a la discreción del padre o madre.

Medicamentos

Las maestras no pueden administrar medicamentos a los niños. Los padres deben hacer arreglos con el personal de la oficina escolar para darles medicamentos a los niños durante las horas de escuela; esto requiere órdenes de doctor. Al comienzo del año escolar, los padres, madres o guardianes recibirán información sobre cómo obtener seguro médico para sus hijos si lo desean.

Paseos Escolares

Paseos escolares del programa preescolar son un privilegio y no son un mandato. Se anima la participación de padres durante estos eventos. Como en el caso de la participación en el salón, no se permite hermanos en los paseos. Si los padres no pueden acompañar a su niño pueden mandar a otro adulto en su lugar. Este adulto debe satisfacer los reglamentos de voluntar 2171 que se encuentran en las pagina 8.

General Safety Rules

This is a partial list of safety rules that we may ask parental help in enforcing with the children:

- Running is allowed outside on the grass areas only. Children should not run on the concrete portion of the play area, and should not run inside the classroom facility.
- Children using the slide must do so feet first.
- Balls are the only object allowed to be thrown. Children may not throw sand, toys, blocks, etc.
- “Indoor voices” must be used inside the classroom so that children can hear any instructions from teachers that may pertain to safety.

The Oxnard School District believes high expectations for student behavior, effective classroom management and parent involvement can minimize the need for discipline. Staff shall use preventative measures and positive conflict resolution techniques whenever possible. If necessary, teachers will request conferences with parents to address student behavior and implementation of a behavior improvement plan. Students possessing, exhibiting or threatening others with a weapon, dangerous instrument or imitation firearm are subject to suspension and/or expulsion in accordance with law, Board policy or administrative procedures.

Accidents, Injuries and Emergencies

We take precautions to provide a safe environment for your child. However, accidents do happen. Minor injuries will be taken care of at the preschool and an accident report will be sent home. In the event of a serious injury, parents will be notified immediately and action will be taken if necessary. **For this reason, it is extremely important that all of the information on your child’s emergency card is up-to-date at all times.** In a medical emergency, 911 will be called.

Fire, Disaster & Lock Down Drills

The preschool will participate in fire, disaster and lock down drills. Parents will be informed of drills through the teacher notices.

Health and Safety Information

At Oxnard School District, safety is one of our top priorities. Your children are precious to us and we have implemented policies to make sure our school is a safe and healthy environment. Your child will be monitored from the time you drop them off until the moment you pick them up.



Elegibilidad Para Servicios Preescolares

Conformidad a requisitos, los niños son matriculados según los requisitos legales del Departamento de Educación de California - Programa Preescolar Estatal. Los requisitos para los programas preescolares son los siguientes:

- Edad:** Los niños deben cumplir cuatro años el o antes del 1 de diciembre. Se puede dar servicios a niños de 3 años después que todos los niños de 4 años reciban servicios.
- Ingresos:** Los ingresos de la familia deben ser iguales o más bajos del nivel máximo aprobado para el año en curso. Tome en cuenta las siguientes especificaciones:
- Los ingresos brutos mensuales de la familia son verificados con una declaración de ingresos, que acompaña el pago del empleador (talones de cheque), y por completar la forma *Verificación de Empleo* por el empleado.
 - Las personas que trabajan por temporadas pueden calcular sus ingresos haciendo un promedio de los últimos doce meses por medio de documentación (talones de cheque).
 - Cuando los ingresos de la familia son en efectivo en vez de por medio de cheque, estos ingresos se deben verificar por medio de una declaración escrita por parte del patrón (*Verificación de Empleo*).
 - Se deben verificar los ingresos en bruto de las personas que tienen negocio propio (*income tax del año previo y reportes de negocio, carta de la fuente de ingresos*).

Prioridades para Ingresar

Más niños pueden cumplir los requisitos de elegibilidad que puedan ser servidos por el distrito. En la determinación de cuales niños serán matriculados, se aplica la siguiente lista de prioridad:

1. Niños recibiendo Servicios de Protección o niños que están a riesgo de ser descuidados, abusados, o explotados
2. Niños de cuatro años de edad con los ingresos más bajos
3. Niños de tres años de edad con los ingresos más bajos
4. La familia es receptor de asistencia pública
5. Familia sin hogar

Las listas de clases se hacen en Julio antes del comienzo del año escolar nuevo. Las matrículas subsecuentes se toman de la *Lista de Espera*, con prioridad a los niños cuyas familias tengan los ingresos más bajos, sin importar la fecha en que completaron la aplicación. El Distrito Escolar de Oxnard mantiene una lista de espera para el propósito de matrícula de acuerdo del código de regulaciones de California, título 5, sección 18106.

Confidencialidad - El proceso de matriculación requiere completar formas requeridas por el estado y distrito. Esta información se guarda en completa confidencialidad. Esta información no se comparte sin la autorización por escrito de padres.

Aviso de Acción/Petición del Padre para una Audiencia

Aprobación o negación de servicios se comunicará a los padres por medio de un documento por escrito llamado *Aviso de Acción*. El *Aviso de Acción* se mandará por correo dentro de 30 días de la fecha que los padres firmaron la aplicación. Si los padres no están de acuerdo con la acción pueden pedir una audiencia dentro de 14 días que recibieron el *Aviso de Acción*. Al pedir una audiencia, tal acción se suspende hasta que se complete el proceso de la revisión.

Eligibility for Preschool Services

Pursuant requirements, children are enrolled based on the legal requirements of the California Department of Education - State Preschool Program. The requirements for preschool programs are:

Age: Children must be 4 years old on or before December 1st. 3-year olds can be served after all 4-year olds are served.

Income: Family income must be at or below the ceilings approved for the current year.

Specific items that should be kept in mind:

- Gross monthly family income must be verified with a statement of earnings, which accompanies payment from the employer (pay stubs). And completion of an *Employment Verification* form by the employer.
- Seasonal workers may average their gross income over the previous twelve months via documentation (pay stubs).
- Where income is received as cash, rather than by check, the amount is verified by a written statement from the employer (*Employment Verification*).
- Gross income must be verified for self-employed persons (*income tax returns for the previous year and business reports/ledgers, letter from source of income*).

Admissions Priorities

More children may meet the eligibility requirements than can be served by the District. In the determination of which children should be enrolled, the following priority applies:

1. Children receiving services from Child Protective Services or children at risk of being neglected, abused, or exploited
2. Four-year-olds with lowest income
3. Three-year-olds with lowest income
4. Family is a public assistance recipient
5. Homelessness

Class lists are formed in July, prior to the opening date of the new school year. Each subsequent participant is drawn from the *State Preschool Waiting List* with priority for the child whose family has the lowest income, regardless of date of application. The Oxnard School District maintains a waiting list for the purposes of enrollment into the program pursuant to California Code of Regulations, Title 5, Section 18106.

Confidentiality - Enrollment process requires completion of state and district documents. Information gathered through this process is kept confidentially. This information is not shared without the written consent of parents.

Notice of Action/Parent Request for Hearing

Approval and/or denial of preschool services shall be communicated to the applicant through a written statement referred to as a *Notice of Action*. The *Notice of Action* shall be mailed to parents within 30 calendar days from the date application was signed by parent. If parent disagrees with an action, the parent may file a request for a hearing within fourteen calendar days of the date the *Notice of Action* was received. Upon filing a request for a hearing, the intended action shall be suspended until the review process has been completed.

Reglas Generales sobre Seguridad

Esta es una lista parcial de las reglas de seguridad para las cuales deseamos solicitar el apoyo de los padres con el fin de que se cumplan y refuercen con sus niños:

- No se permite correr dentro de las instalaciones. Se puede correr afuera sobre el pasto y únicamente en las áreas de corteza. Los niños no deben correr en el área pavimentada del patio de recreo.
- Los niños que se suban a la resbaladilla deben colocarse primero con las piernas hacia el frente.
- El único objeto que se puede lanzar son las pelotas. Los niños no pueden arrojar arena, lanzar juguetes, bloques, etcétera.
- Cuando en el salón, se debe emplear un “tono apropiado de voz” para que los niños puedan escuchar las instrucciones de los maestros relacionadas con la seguridad.

El distrito escolar de Oxnard cree que las altas expectativas del comportamiento de estudiantes, el manejo efectivo del salón y la involucración de padres puede reducir la necesidad de la disciplina. El personal usa métodos preventivos, resoluciones y técnicas positivas todas las veces que sea posible. Si es necesario, la maestra convocara una conferencia con padres para atender del comportamiento del estudiante, e implementar un plan de mejoramiento. Estudiantes que poseen, muestran, o amenazan a otros con un arma, instrumento peligroso o arma de imitación son sujetos a suspensión y/o expulsión de acuerdo a la ley, pólizas de la mesa directiva o procedimientos administrativos.

Accidentes, Lesiones y Emergencias

Tomamos las precauciones necesarias para proveerle a su hijo(a) un ambiente seguro. Sin embargo, los accidentes suceden. Las lesiones leves serán atendidas en el preescolar y se enviará a casa un resumen del accidente. En caso de que ocurra una lesión seria, se les notificará de inmediato a los padres y se efectuarán las medidas necesarias. **Por tal motivo, es absolutamente importante que toda la información detallada en la tarjeta de emergencia de su hijo(a) este actualizada en todo momento.** En caso de una emergencia médica, se contactará al 911.

Simulacros de Incendio, Desastre y de Cierre de Emergencia

El preescolar participará en simulacros de incendio, desastre y cierre de emergencia. Se les avisará de los simulacros a través de notificaciones de la maestra.

Información sobre la Salud y la Seguridad

Para el Distrito Escolar de Oxnard, la seguridad es una de nuestras prioridades principales. Sus hijos son lo más precioso para nosotros y hemos implementado reglas para cerciorarnos de que nuestra escuela sea un ambiente seguro y saludable. Su hijo será monitoreado desde el momento en que Usted lo deje en la escuela hasta el momento en que Usted lo recoja.

Description of Preschool Program

Preschool programs covered by this handbook are part-day educational programs for four-year-old children. The preschool facilities are licensed through State of California Community Licensing and are in good standing with the California Department of Education. Site Administrators, Teachers and Preschool Instructional Assistants hold required qualifications.

Classroom Environment

The classroom environment invites children to discover, create, explore, experiment, observe, discuss, and share. It is designed to be age-appropriate for the students.

Children's Program

The curriculum children experience is child-centered and reflects the program goals and objectives. Materials and activities are age and developmentally appropriate, meet the child's individual needs, interests and desires; and capitalizes on the child's strengths. The activities are open-ended providing for experimentation, problem solving and discussion between the children.

Site Personnel

Site personnel appreciate and value each child in their program. They are nurturing, compassionate people who are active listeners and care about each child. They appreciate, are sensitive to, accept and value the cultural, ethnic, and linguistic diversity of the children and hold each child's family in high regard. Teachers and Instructional Assistants are provided with professional development opportunities to extend their knowledge of high quality instructional strategies.

Parent and Staff Partnership

Program personnel and parents acknowledge their joint responsibility for the education of the children and work together to establish partnerships based on mutual trust and respect. Parents and teachers work together on student conferences and parent workshops.

Administration

Administrators are knowledgeable about how children grow, develop and learn. They use this knowledge in designing a developmentally appropriate children's program.

Dress Code

All children should come to school in clothes suitable for many activities and play. They should wear comfortable shoes, Tennis shoes are recommended. No flip flops or open toed sandals as they can be dangerous and are not suitable for school. Play clothes are more appropriate. **Children in the preschool program are not required to wear school uniforms.**

Filosofía y Metas

Los programas preescolares son establecidos para proveer un ambiente enriquecido que beneficie el desarrollo intelectual, físico, emocional, social y cultural de su niño. Estudios muestran que los programas preescolares de calidad reducen la necesidad de clases remediadores en los grados subsecuentes. Durante los años preescolares, los niños desarrollan características que afectan su habilidad de aprendizaje de toda su vida.

El objetivo doble de nuestro programa preescolar es: Niños y sus Padres. A estudiantes se les provee experiencias apropiadas a su edad, en ambientes de alta lectura, y por personal capacitadas. Reconocemos que la familia tiene la mayor influencia en las capacidades del aprendizaje de un niño. La participación de padres en las actividades del salón les da la oportunidad de observar la conducta de su propio niño en un establecimiento formal de aprendizaje y les permite reforzar el aprendizaje en el hogar. Esperamos que al implementar el objeto doble prepararemos a nuestros estudiantes y familias a los rigores de la primaria y que nuestros estudiantes lleguen al kínder listos para aprender.

Diversidad Cultural/Igualdad de Géneros

Vivimos en una sociedad diversa. Una sociedad que incluye diferentes culturas, creencias y características físicas y mentales. Enseñarle acerca de la diversidad puede ayudarle a su niño a ser imparcial, justo, respetuoso de los derechos y sentimientos de otros, y consiente de las semejanzas y las diferencias de otras personas. Su niño puede estar mejor preparado para la supervivencia en un mundo que rápidamente va cambiando, un mundo donde las personas de diferentes culturas, religiones y antecedentes aprenderán, trabajaran y vivirán juntos, y las naciones estarán ligadas más cerca por medio de la tecnología y del comercio. Aun los niños pequeños pueden notar las diferencias en géneros, el color de la piel, habilidades físicas, etc., y comienzan a formar sus opiniones. El auto-estima saludable permite a los niños aceptar a otros. El sentirse orgulloso de uno mismo y de sus antecedentes no es lo mismo que sentirse superior a otros.

Nutrición

Todos los programas preescolares deben incluir la alimentación en sus programas; el requisito mínimo es un bocadillo el cual debe incluir dos grupos básicos de comida. A todos los estudiantes en nuestro programa se le provee desayuno o almuerzo a ningún costo familiar. Los programas preescolares deben adherirse a todas las leyes concernientes al manejo y la preparación de las comidas esto incluye completar una forma del programa de nutrición. Los alimentos se consumen en el salón, y los sobros se deshacen de acuerdo a las regulaciones del distrito. Padres pueden comprar un desayuno o almuerzo de la cafetería y participar en la hora de la comida. La hora de la comida proporciona alimentación adecuada y oportunidades de aprendizaje. Durante la hora de la comida, se proporcionan oportunidades para:

1. Construir experiencias de salud, ciencias y matemáticas.
2. Aumentar el conocimiento del sabor, el olfato y de la vista.
3. Proporcionar interacción social con los adultos y con otros niños.
4. Enriquecer el conocimiento de los niños acerca de las comidas.
5. Establecer un ambiente placentero para comer.

Philosophy and Goals

Preschool programs are established for the provision of an enriched environment to benefit your child's intellectual, physical, emotional, social and cultural development. Increasingly, research shows that quality preschool programs reduce the need for remedial classes in subsequent grade levels. During their pre-kindergarten years, children develop characteristics which affect their lifelong ability to learn.

The dual focus of our preschool programs is: Children, and their Parents. Children are provided with age and developmentally appropriate experiences, in literacy rich environments, by highly qualified personnel. We acknowledge that the family has the most influence on a child's learning potential. The participation of parents in classroom activities provides for observation of their own child's behavior in a formal learning setting and allows for the reinforcement of learning at home. We expect implementing a combined focus will prepare students and families for the rigors of kindergarten and students step into kindergarten ready to learn.

Cultural Diversity/Gender Equity

We live in a diverse society, a society that includes people of many races, cultures, beliefs, and physical and mental characteristics. Teaching your child about diversity can help your child grow up to be open-minded, fair, respectful of others' rights and feelings, and aware of people's similarities and differences. Your child will be better prepared for life in a rapidly changing world, a world in which people of different cultures, backgrounds, and religions will learn, work and live together, and different nations will be more closely linked by communication technology and trade. Even young children notice differences in gender, skin color, physical abilities, and begin to form opinions. Healthy self-esteem allows children to accept others. Feeling good about yourself and your background is not the same as feeling superior to others.

Nutrition

Preschools are required to include nutrition in their programs; the minimum requirement is a snack, which includes two basic food groups. All students in our program are provided breakfast or lunch at no cost to families. Oxnard School Preschool programs must adhere to all regulations regarding access to nutrition program, food handling and preparation; this includes parents completing a Child Nutrition form. Meals are consumed in the classroom; uneaten portions are disposed of according to district regulations. Parents may purchase breakfast or lunch and join in the classroom mealtime. Mealtimes provide for adequate nutrition and opportunities for learning. During meal times, opportunities are provided to:

1. Build concepts in health, science, and mathematics.
2. Broaden taste, smell, and visual awareness.
3. Provide social interaction with adults and other children.
4. Enrich children's knowledge of food.
5. Establish a pleasant eating environment.

Descripción del Programa Preescolar

Los programas preescolares que se describen en este folleto son programas educativos de medio día para niños de cuatro años de edad. Las instalaciones mantienen los permisos requeridos por el estado de California y mantienen buena postura con el departamento de educación del estado de California. Administradores, maestras, y asistentes mantienen las credenciales requeridas.

Ambiente Escolar

El ambiente del salón invita a los niños a descubrir, crear, explorar, experimentar, observar, discutir y compartir. El ambiente está diseñado a ser apropiado para edad de los estudiantes.

Programa Para Los Niños

El plan de estudio que los niños experimentan está centrado en el niño y refleja las metas y objetivos del programa. Materiales y actividades son apropiados para el desarrollo y de esta edad; satisface las necesidades individuales de los niños, sus intereses y deseos y saca provecho de la capacidad de los niños. Las actividades proveen a los niños con experimentos, solución de problemas y discusiones entre los niños.

Personal de la Escuela

El personal de la escuela aprecia y valora a cada niño en el programa. Son personas compasivas que escuchan y se preocupan por cada niño. Las maestras aprecian y son sensibles a, aceptan y valorar la cultura, los grupos étnicos y la diversidad lingüística de los niños y sostienen a cada familia en alto respeto. A las maestras y asistentes se les provee entrenamientos para aumentar su capacidad e entendimiento de estrategias de alta calidad.

Asociación de Padres y Personal de la Escuela

El personal de la escuela y los padres reconocen su mutua responsabilidad por la educación de los niños y trabajan juntos para establecer una colaboración basada en la confianza y el respeto mutuo. Los padres junto con las maestras colaboran en las conferencias de los estudiantes y en los talleres para los padres.

Administración

Los administradores están bien instruidos acerca del crecimiento y el desarrollo de los niños y de cómo aprenden. Ellos usan esta sabiduría al diseñar un programa apropiado para el desarrollo de los niños.

Código de Vestir

Todos los niños deben venir a la escuela con ropa adecuada para todo tipo de actividades incluyendo el juego. Deben usar zapatos cómodos, se recomiendan tenis. No se permiten las chancletas o las sandalias abiertas ya que éstas pueden ser peligrosas y no son aconsejables para usar en la escuela. La ropa para jugar es la más apropiada. **No es un requisito que los niños usen uniformes escolares en el programa preescolar.**

1. Verbal communication and the effective use of language in all experiences
2. Problem-solving skill development and concept formation
3. Creative expression and aesthetic appreciation
4. Experience building knowledge in all curriculum areas
5. Perceptual training to develop discriminatory skills
6. Development of a healthy self-concept
7. Experience building knowledge of various cultures
8. Peer interaction as well as interaction with adults
9. Large-group, small-group and individual experiences
10. Body movement for both large and fine motor development
11. Practice of good health and safety habits
12. Nutrition education as well as a healthy meal

Program Length

All programs will follow the District school calendar.

- ◆ No child may participate in more than one preschool class session per day.
- ◆ The Oxnard School District State Preschool Program provides class sessions of at least three hours per day. Home-to-school transportation time is not considered class time.
- ◆ Programs operate five days per week Monday through Friday.
- ◆ Children are enrolled for five days per week.
- ◆ Oxnard School District State Preschools operate a minimum of 175 days for at least three hours per day during the program year
- ◆ Morning Session runs 8:00am – 11:00am
- ◆ Afternoon Session runs 11:05am – 2:05pm

Evaluation of Children's Progress

Several methods are available to members of the instructional staff to encourage the systematic observation of children's behavior and the preparation of cumulative progress records. Informal evaluation of each child's development is a daily activity. A portfolio of individual student work will be maintained on all students. Individual progress and student portfolios are shared with parents during Parent/Teacher conferences.

Program Self Evaluation

Our preschool program adheres to State mandates by performing a yearly self-evaluation, and using findings to improve program quality. Key areas assessed are classroom environment, student growth and learning, and parent knowledge of child development.



Tabla De Contenidos

Temas	Página
Filosofía y Metas.....	2
Diversidad Cultural/Igualdad de Genero	
Nutrición	
Elegibilidad para Servicios Preescolares.....	4
Prioridad para Ingresar	
Aviso de Acción/Petición del Padre para una Audiencia	
Requisitos de la Salud de los Estudiantes	6
Exámenes Físicos	
Vacunas	
Excepciones	
Requisitos para Voluntarios en el Salón.....	8
Requisitos de Tuberculosis Librado	
Asistencia Escolar.....	10
Faltas Justificadas	
Faltas Sin Justificación	
Días de Mejor Interés	
Medicamentos	
Paseos Escolares	
Reglas Generales sobre Seguridad.....	12
Accidentes, Lesiones y Emergencias	
Simulacros de Incendio, Desastre y de Cierre de Emergencia	
Información sobre la Salud y la Seguridad	
Descripción del Programa Preescolar	14
Ambiente Escolar	
Programa para los Niños	
Personal Escolar y Administrativo	
Asociación de Padres y Personal Escolar	
Código de Vestir	
Actividades Diarias.....	16
Duración del Programa	
Evaluación del Progreso del Niño	
Evaluación de Cuenta Propia del Programa	
Participación de Padres	18
Conferencias entre Padres y Maestras	
Los Padres en el Salón Preescolar	
Programa de Educación para Padres	20
Comité Consejo de Padres	
Comunicación con las Escuelas y la Comunidad	

Table of Contents

Subjects	Page
Philosophy and Goals	1
Cultural Diversity/Gender Equality Nutrition	
Eligibility for Preschool Services	3
Admission Priorities Notice of Action/Parent Request for Hearing	
Health Requirements for Students	5
Physical Examinations Immunizations Exemptions	
Classroom Volunteer Requirements	7
Tuberculosis Clearance Requirements	
Daily School Attendance Requirements	9
Excused Absences Unexcused Absences Best Interest Days Medication Field Trips	
General Safety Rules	11
Accidents, Injuries & Emergencies Fire, Disaster & Lock Down Drills Health and Safety Information	
Description of Preschool Program	13
Classroom Environment Children's Program Site and Administrative Personnel Parent and Staff Partnership Dress Code	
Daily Activities	15
Program Length Evaluation of Children's Progress Program Self-Evaluation	
Parent Involvement	17
Parent-Teacher Conferences Parents in the Preschool Classroom	
Parent Education Program	19
Parent Advisory Committee Communication with Schools and Community	

This publication was funded in whole with funds from the California State Department of Education, but the author is solely responsible for the contents.

Actividades Diarias Incluye (pero no limitarse a):

1. Comunicación verbal y el uso efectivo del lenguaje
2. Desarrollo de las habilidades para resolver problemas y formar conceptos
3. Expresión creativa y la apreciación estética
4. Experimentar el aumento del conocimiento en todas las áreas del currículum
5. Entrenamiento perceptivo para desarrollar habilidades discriminatorias
6. Desarrollar un concepto saludable de uno mismo
7. Experimentar el aumento del conocimiento de varias culturas
8. Interacción con sus compañeros así como con personas adultas
9. Experiencias en grupos grandes, grupos pequeños y las experiencias individuales
10. Movimientos para desarrollar las habilidades brutas y finas del cuerpo
11. Practicar los buenos hábitos de sanidad y seguridad
12. Educación acerca de la nutrición así como una comida saludable

Duración del Programa

Todos los programas seguirán el calendario tradicional del distrito escolar.

- ◆ Ningún niño puede participar en más de una sesión de clase preescolar por día.
- ◆ El Programa Preescolar del Distrito Escolar de Oxnard ofrece sesiones de clases de al menos tres horas por día. El tiempo que emplean viajando del hogar a la escuela no se considera tiempo de clase.
- ◆ Los programas están en operación cinco días por semana, de lunes a viernes.
- ◆ Los niños son matriculados por cinco días a la semana.
- ◆ El Programa Preescolar Estatal del Distrito Escolar de Oxnard funciona un mínimo de 175 días por tres horas cada día durante el programa anual.
 - ◆ Sesión de la mañana corre de 8:00am – 11:00am
 - ◆ Sesión de la tarde corre 11:05am – 2:05pm

Evaluación del Progreso de los Niños

Hay varios métodos disponibles a los miembros del personal educativo para la observación sistemática del comportamiento de los niños y para la preparación de informes cumulativos de sus adelantos. La evaluación informal del desarrollo de cada niño es una actividad diaria. Se mantendrán portafolios del trabajo individual de todos los estudiantes. Adelantos individuales y portafolios del estudiante se comparten con padres durante las conferencias de padre y maestro.

Evaluación de Cuenta Propia del Programa

Nuestro programa preescolar observa e mandato estatal con ejecutar una evaluación de cuenta propia anualmente, y usar los resultados para mejorar la calidad del programa. Áreas claves que asesoran son el ambiente escolar, el aprendizaje y crecimiento del estudiante, y el conocimiento de padres sobre el desarrollo infantil.

Parent Involvement

Parents are involved in preschool programs before school begins through an orientation meeting, and during the school year through parent-teacher conferences, classroom participation, parent education workshops, and other various activities like parent surveys. Coordination of school and community efforts, including close communication, further strengthens the services available to parents.

Parent-Teacher Conferences

Parent-teacher conferences are part of home-school relationships. An important purpose of these conferences is to include parents in the shared responsibility for the education of their children. Conferences among all adults providing instruction are scheduled to share the goals of the program, observations of individual child behavior, as well as the individual progress of each child. These conferences are held twice per year.

Parents in the Preschool Classroom

Evaluation studies indicate that children whose parents become involved in their education **make substantially greater gains** than do children whose parents do not participate. This is an optimal opportunity for parents to learn strategies to extend their child's learning experience at home.

Parents are highly encouraged to participate in their child's classroom. Other family members may volunteer in place of the parent IF they are at least 21 years old.

All volunteers must provide the following:

- Cleared Tuberculosis test
- Fingerprint clearance – obtained through the district at no cost to families
- Measles, Pertusis, and Influenza immunizations (parents may opt out of Influenza by submitting a written statement)

When parents come to the preschool, their participation may range from observation to assigned tasks such as preparing materials and yard activities depending on the program needs and the interest of the individual parent. Parents are also highly encouraged to attend all parent meetings and workshops scheduled throughout the school year.

Children who are not enrolled in the program may NOT come with the parent during volunteer days.

Cell phone use **is not permitted** during volunteer hours.



Bienvenidos

Deseamos darles la bienvenida a usted y su familia al Programa Preescolar Estatal. Tenemos un programa único y esperamos que ésta sea una amistad próspera. Nuestro personal siempre está dispuesto a trabajar en cooperación con los padres.

Este manual fue desarrollado para contestar algunas preguntas que ustedes puedan tener acerca de las pólizas y procedimientos de nuestro programa. Por favor dediquen unos momentos a la lectura de este manual y manténgalo en un lugar conveniente para rápidamente poderlo usar. Si en cualquier momento tienen alguna pregunta, preocupación o sugerencia por favor no duden en compartirlas con nosotros.

Comunicado de Participación

La Mesa Directiva del Distrito Escolar de Oxnard cree en la importancia de que los padres/tutores y miembros de la comunidad tomen un interés en los asuntos que afectan al distrito escolar y a los estudiantes. Por eso, la Mesa Directiva anima a todo padre/tutor y miembro de la comunidad interesado a que visite las escuelas y participe en el programa educativo.

Requisitos No Sectarios y No Discriminatorios

El programa estatal preescolar del distrito es establecido de acuerdo con guías estatales y está disponible para cualquier niño que sea elegible sin tomar en consideración el sexo, orientación sexual, género, identificación de grupo étnico, raza, linaje, origen nacional, religión, color, discapacidad mental o física.

Ningún programa educativo preescolar puede incluir la devoción o la instrucción religiosa ni se pueden usar fondos para el apoyo general de cualquier sistema escolar privado o relacionado con la iglesia.

Proceso Uniforme de Quejas

Un proceso uniforme de quejas se usará para tratar cualquier queja alegando el fracaso del distrito en cumplir con leyes estatales y/o federales relacionadas con programas educativos. Información sobre el Proceso Uniforme de Quejas (*Póliza 1312.3*), Acoso Sexual (*Pólizas 4119.11, 4219.11, 4319.11, y 5145.7*), el Proceso Uniforme de Quejas Williams (*Póliza 1312.4*) se puede encontrar en la página del Internet del Distrito en www.oxnardsd.org.

Welcome

We wish to welcome your family to our State Preschool Program. We have a unique program and we are looking forward to a rewarding friendship with your family. Our staff is always pleased to work in cooperation with parents.

This handbook was developed to answer some of the questions you may have concerning the policies and procedures of our program. Please take time to read this handbook and keep it in a convenient place for quick reference. If at any time you have any questions, concerns, or suggestions, please feel free to share them with us.

Open Door Statement

The Oxnard School District Board of Trustees believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and community members to visit the schools and participate in the educational program.

Non-Discrimination and Non-Sectarian Requirements

The Oxnard School District State Preschool Program is established in accordance to state guidelines, and is available to any child who is eligible, without regard to sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability.

No preschool educational program may include religious worship or instruction, nor may any funds be used for the general support of any private or church-related school system.

Uniform Complain Procedures

Uniform complaint procedures shall be used to address any complaint alleging the district's failure to comply with state and/or federal laws related to educational activities. Uniform Complaint Procedures (*Board Policy 1312.3*), Sexual Harassment (*Board Policy 4119.11, 4219.11, 4319.11, and 5145.7*), and Williams Uniform Complaint Procedures (*Board Policy 1312.4*) can be found on the District's web page at www.oxnardsd.org.



Participación de Padres

Los padres se involucran en los programas preescolares antes de empezar la escuela a través de una junta de orientación, y durante el año escolar a través de conferencias entre los padres y las maestras, participación en el salón de clases, talleres de educación para los padres, y otras actividades como encuestas. La coordinación y los esfuerzos de la escuela y la comunidad incluyendo la estrecha comunicación refuerzan aún más los servicios disponibles a los padres.

Conferencias Entre Padres y Maestras

Conferencias entre los padres y las maestras forman parte de la relación entre el hogar y la escuela. Un propósito importante de estas conferencias es de incluir a los padres en la responsabilidad de la educación de sus hijos. Conferencias entre los adultos que proveen instrucción son programadas para compartir tanto las metas del programa como el adelanto individual de cada niño y las observaciones acerca del comportamiento de cada niño. Estas conferencias ocurren dos veces por año.

Los Padres en el Salón Preescolar

Los estudios de evaluación indican que los niños cuyos padres participan en su educación **progresan más** que los niños cuyos padres no participan. Esta es una oportunidad sin igual para que padres aprendan las estrategias para extender el aprendizaje de sus hijos en casa.

Le animamos participe en el salón de clases de su hijo(a). Otros miembros de la familia pueden servir como voluntarios en vez de los padres SOLO si tienen por lo menos 21 años de edad.

Todo voluntario tiene que proveer lo siguiente:

- Prueba de Tuberculosis librada
- Huellas digitales librada – obtenido por medio del distrito a ningún costo a familias
- Pruebas de vacunas; Sarampión, Pertusis, e Influenza (padres pueden optar no a la Influenza por medio de una declaración escrita)

Cuando los padres vienen al salón preescolar su participación puede ser de observar hasta hacer algo que les hayan asignado tal como preparar materiales o actividades de recreo según las necesidades del programa y los intereses particulares de los padres.

Los niños que no están matriculados en el programa preescolar NO pueden venir con los padres

No se permite el uso de teléfonos celulares mientras su estancia del salón.

Parent Education Program

Parent education meetings are planned cooperatively with parents and are held regularly throughout the school year, the meetings:

1. Include topics suggested by the parents
2. Include discussions related to the preschool program goals
3. Are designed to give parents a better understanding of child growth and development
4. Provide parents with information related to parenting skills

Parents may identify mutual special interests aside from the matters of child rearing and education. Whenever possible, staff members encourage and even assist in planning classes according to the expressed needs of the group, such as nutrition and meal planning, dealing with tragedies, domestic violence prevention or on topics or needs expressed by parents.

Parent Advisory Committee

Parent Advisory Committee is made up of parents and staff. The meetings are held every trimester. The purpose of the Parent Advisory Committee is to guarantee the effective and significant participation of parents with participating children, support the collaboration between school and home, advice the district on issues related to services to families and children, empower the role of parents as active participants in the education of their children and to advocate their own educational needs.

Communication with Schools and Community

The preschool program for children and parents is a part of the total education effort of the community. As such, it is important for the preschool staff to be aware of how their program relates to the kindergarten, primary, and upper grades. Communication is established between preschool and the elementary schools which will be receiving the preschool program children in subsequent years. Activities are planned throughout the school year to ensure articulation between programs. Some of these activities might be cross-visitations by the preschool and kindergarten teaching staff, participation of preschoolers in the elementary school holiday festivals, and orientation sessions for parents held by kindergarten staff. Equally important is the need to promote a better understanding throughout the community of the goals, objectives, and activities of the preschool program. Such information is readily available to community members. The district provides information to parents to enable them to make maximum use of community services and resources.

**Thank you for choosing Oxnard School
District State Preschool as the early education
program for your child and family!**

Preschool Personnel / *Personal Preescolar*

Ritchen 2200 Cabrillo Way 385-1572	Dr. Andres Santamaria, Principal/ <i>Director</i> Maria Isabel Layne, Preschool Teacher/ <i>Maestra</i> Alejandra Pamatz, Preschool Teacher/ <i>Maestra</i>
Sierra Linda 2201 Jasmine Street 385-1581	Carmen Serrano, Principal/ <i>Directora</i> Alicia Mariscal, Preschool Teacher/ <i>Maestra</i> Ana Lopez, Preschool Teacher/ <i>Maestra</i>
Driffill 910 South E Street 385-1530	Gilberto Elizarraraz, Principal/ <i>Director</i> Rosio Flores, Preschool Teacher/ <i>Maestra</i> Yolanda Magaña, Preschool Teacher/ <i>Maestra</i>
Harrington 451 East Olive Street 385-1542	Allison Cordes, Principal/ <i>Directora</i> Georgina Basaldua, Preschool Teacher/ <i>Maestra</i> Ariana Palomar, Preschool Teacher/ <i>Maestra</i>
McKinna 1611 South J Street 385-1563	Wendy Garner, Principal/ <i>Directora</i> Veronica Vanegas, Preschool Teacher/ <i>Maestra</i> Maria Mendez, Preschool Teacher / <i>Maestra</i>
Ramona 804 Cooper Road 385-1569	Dr. Andres Duran, Principal/ <i>Director</i> TBD, Preschool Teacher/ <i>Maestra</i> TBD, Preschool Teacher / <i>Maestra</i>
Rose Avenue 220 S. Driskill Street 385-1575	Pablo Ordaz, Principal/ <i>Director</i> Sanjuana Torres Garcia Preschool Teacher/ <i>Maestra</i> Angela Perez, Preschool Teacher / <i>Maestra</i>
San Miguel 2400 South J Street 385-1578	Dr. Jodi Nocero, Principal/ <i>Directora</i> Beatriz Chavez, Preschool Teacher/ <i>Maestra</i> Teresita Kubilos, Preschool Teacher/ <i>Maestra</i>



BOARD OF TRUSTEES / Mesa Directiva

Mrs. Veronica Robles-Solis, *President*

Ms. Monica Madrigal Lopez, *Clerk*

Mr. Denis O'Leary, *Trustee*

Mrs. Debra M. Cordes, *Trustee*

Dr. Jesus Vega, *Trustee*

DISTRICT STAFF / Personal Del Distrito

Karling Aguilera-Fort, *Superintendent*

Dr. Anabolena DeGenna, *Assistant Superintendent Educational Services*

Anna Thomas, *Director of Curriculum, Instruction, and
Accountability*

Noemi Valdes, *Director of Early Childhood Education Programs*

Edith Marin, *Administrative Assistant*

STATE PRESCHOOLS / Preescolares Estatales

Driffill State Preschool
Harrington State Preschool
McKinna State Preschool
Ritchen State Preschool
Ramona State Preschool
Rose Avenue State Preschool
San Miguel State Preschool
Sierra Linda State Preschool

Programa de Educación para Padres

Por lo menos ocho veces al año se mantienen juntas regulares de educación de padres, planificadas cooperativamente con padres, las juntas:

1. Incluyen temas sugeridos por los padres
2. Incluyen discusiones relacionadas a los propósitos del programa preescolar
3. Son diseñadas para dar a los padres un mejor entendimiento del crecimiento y desarrollo infantil
4. Proporcionan a los padres con información relacionada con la habilidad de ser padres

Los padres pueden encontrar intereses mutuos aparte de las temas de criar y educar a los niños. Cada vez que sea posible, los miembros del personal animan y asisten en la planificación de clases de acuerdo a las necesidades que el grupo exprese tales como nutrición y planificación de comidas, discusiones sobre tragedias, la prevención de la violencia domestica o cualquier tema o necesidad expresada por los padres.

Comité Consejero de Padres

El Comité Consejero esta hecho de padres y personal. Las juntas se llevan a cabo cada cuarto de año. El propósito del Comité Consejero es de garantizar la participación efectiva y significativa de todos los padres de los niños participantes, apoyar la colaboración entre la escuela y el hogar, asesorar el distrito sobre cuestiones relacionadas con servicios a las familias y los niños, potenciar el papel de los padres en apoyar la educación de sus hijos y la promoción de sus propias necesidades educativas.

Comunicación con las Escuelas y la Comunidad

El programa preescolar para los niños y los padres forma parte del esfuerzo educativo de la comunidad. Como tal, es importante para el personal preescolar estar al tanto de la forma en que el programa se relaciona con el kindergarten y con los grados de primaria y secundaria. El personal preescolar debe establecer comunicación con las escuelas que reciben a los estudiantes del programa preescolar en años subsecuentes. Se planean actividades durante el año escolar para garantizar articulación entre programas. Algunas de estas actividades podrían ser el intercambio de visitas entre el personal del preescolar y el kindergarten, la participación de los niños preescolares en las festividades escolares de las escuelas elementarias y sesiones de orientación para los padres realizadas por el personal del kindergarten. Igualmente importante es la necesidad de promover una mejor comprensión a través de la comunidad acerca de las metas, los objetivos, y actividades del programa preescolar. Tal información es disponible para los miembros de la comunidad. El distrito proporciona a los padres la información que les permita hacer uso máximo de los servicios y refuerzos en la comunidad.

**¡Gracias por elegir el Preescolar Estatal del
Distrito Escolar de Oxnard como el programa
de aprendizaje temprano para su estudiante y
su familia!**



Oxnard School District

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 ext. 2322

State Preschool Parent Handbook *Preescolar Estatal Manual para Padres* 2019-2020

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Department:
EARLY CHILDHOOD EDUCATION PROGRAMS*



OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Approval of Consultant Services Agreement #19-95 with Leadership Associates, LLC (Aguilera-Fort)

It is recommended that the Board consider a consultancy agreement with Leadership Associates (Consultant) to provide support and coaching to Superintendent Aguilera-Fort during his first year as Superintendent of the Oxnard School District. Leadership Associates assisted the District with the search for Superintendent and has gained an understanding of the District's mission and vision and this agreement is intended to provide support to the Superintendent during the beginning of his tenure in the District.

The consultant will provide the following services:

1. Provide advisement services from Sandy Sanchez-Thorstenson with a focus on supporting a culture and strategies, which support student achievement and attainment of the District's Vision, Mission and Strategic Goals.
2. Conduct regularly scheduled telephone conferences with Superintendent.
3. Provide feedback to Superintendent based on observations during District visits to be scheduled as mutually agreed upon. Visits may include attendance at district meetings and classroom visits.
4. Be available as needed for additional communications with Superintendent.

FISCAL IMPACT:

The District agrees to pay the Contractor \$12,000.00, plus travel expenses not to exceed \$1,000.00, amount not to exceed \$13,000.00.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #19-95 with Leadership Associates, LLC, as presented.

ADDITIONAL MATERIALS:

Attached: [Consulting Agreement Leadership Associates & OSD](#)



LEADERSHIP ASSOCIATES, LLC
50-855 Washington Street #C-205
La Quinta, CA 92253
Phone (760) 771-4277

PROPOSAL FOR CONSULTANT SERVICES

Between **LEADERSHIP ASSOCIATES**, hereinafter called the Contractor and **OXNARD SCHOOL DISTRICT**, hereinafter called the District.

The Contractor proposes to perform services for the District as follows:

1. Provide advisement services from Sandy Sanchez-Thorstenson with a focus on supporting a culture and strategies, which support student achievement and attainment of the District's Vision, Mission and Strategic Goals.
2. Conduct regularly scheduled telephone conferences with Superintendent.
3. Provide feedback to Superintendent based on observations during District visits to be scheduled as mutually agreed upon. Visits may include attendance at district meetings and classroom visits.
4. Be available as needed for additional communications with Superintendent.

The District agrees to pay the Contractor **TWELVE THOUSAND DOLLARS (\$12,000), plus travel expenses not to exceed \$1,000.00**. The Contractor will submit four quarterly invoices to the District. The first will be in October, 2019, the second in December, 2019, the third in March, 2020 and the fourth in May, 2020. Payment is due within 30 days of receipt of invoice.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis. Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7(2014)

CONTRACTOR:
LEADERSHIP ASSOCIATES, LLC
Taxpayer ID#: 68-038 3653

DISTRICT:
OXNARD SCHOOL DISTRICT

By 

By _____

Name Linda Hunt, Partner/Office Administrator

Name _____

Date June 7, 2019

Date _____

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

Approval of Agreement #19-94- All Languages Interpreting & Translating (Aguilera-Fort)

All Languages Interpreting & Translating will provide simultaneous translation (English/Spanish) at Board Meetings scheduled during the period of July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

The cost for services will remain the same as the 2018-2019 agreement with each meeting rate being \$640.00 (for three hours); any meeting going over the three hours will be charged at an additional \$213.33 per hour. Total amount for the 2019-2020 fiscal year would not exceed \$12,000.00, to be paid with General Funds.

RECOMMENDATION:

It is recommended by the District Superintendent that the Board of Trustees approve Agreement #19-94 with All Languages Interpreting & Translating.

ADDITIONAL MATERIALS:

Attached: [Simultaneous Translation Services.pdf](#)

QUOTE FOR SERVICES

May 30, 2019

Presented to:

MS. ROSE CHAPARRO
OXNARD SCHOOL DISTRICT
EXECUTIVE ASSISTANT TO THE SUPERINTENDENT
1051 SOUTH A STREET
OXNARD, CALIFORNIA, 93030

As requested, we will provide the following services for the Board Meetings.

1. Two Professional Conference Interpreters – The interpretation will be simultaneous.
2. Fees:
 - Fee for two interpreters: First interpreter: \$400.00
Second interpreter \$240.00
Total with two interpreters \$ 640.00

This fee covers the first three hours; additional time will be prorated hourly - \$213.33 per additional hour or portion thereof.

Our fee for the services we provide will not change.

I take this opportunity to let you know that we also provide interpreting services in other languages. We have interpreters that have been providing services in various school sites in Ventura County. During the last few weeks we have provided interpreters in Arabic, Thai, Vietnamese, Russian, Korean, Mixteco, Farsi, Armenian, Tagalog, Sign Language, other languages are also available. Our services are mostly used during IEP meetings with parents and students. We have also translated documents for the Special Education Departments of various High Schools in the area.

Thank you very much for continuing to use our services. It has been a pleasure to interpret for your District.

Cordially,

Lourdes G. Campbell

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 7, 2019

Agenda Section: Section C: Consent Agenda

**Approval of Agreement #19-93 - Oxnard Performing Arts & Convention Center
(Aguilera-Fort)**

This agreement is for the 2019 SIP Day Orientation "Welcome Back to School" for staff that will be held at the Oxnard Performing Arts Center on Monday, August 19, 2019.

FISCAL IMPACT:

Amount not to exceed \$3,008.00, to be paid from the General Fund.

RECOMMENDATION:

It is the recommendation of the District Superintendent that the Board of Trustees approve Agreement #19-93 with Oxnard Performing Arts Center.

ADDITIONAL MATERIALS:

Attached: [PERFORMING ARTS AND CONVENTION CENTER August 19. 2019 OSD.pdf](#)

PERFORMING ARTS AND CONVENTION CENTER
LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 2nd day of August 2019, by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, (“PACC”), and “Oxnard School District”, (“Licensee”).

WHEREAS, PACC operates and maintains the Oxnard Performing Arts and Convention Center for use by various organizations, entities and persons for conventions, trade shows, exhibitions, theatrical performances, meetings, concerts, and similar activities; and

WHEREAS, PACC hereby desires to make the Oxnard Performing Arts and Convention Center Theater available to Licensee for a license fee.

NOW, THEREFORE, PACC and Licensee agree as follows:

1. Facilities Provided

a. PACC hereby authorizes Licensee to use the Oxnard Performing Arts and Convention Center Theater (“Theater”) as more particularly LOCATED AT 800 Hobson Way, Oxnard, California 93030.

b. PACC agrees to provide Licensee with standard furnishings and equipment including heating, air conditioning, general lighting, use of the stage, dressing rooms and orchestra pit.

c. PACC agrees to provide Theater for Licensee’s use including the following services: Necessary custodial services, utilities, general supervision by Stage Manager, one public address set-up with three microphones, and one lighting set-up.

d. PACC agrees to provide Licensee with the following special equipment/supplies and personnel:

(1) Equipment/Supplies	
(a) Stage Lighting	\$ <u>330.00</u>
(b) House Sound System	<u>0.00</u>
(c) Stage Monitors	<u>45.00</u>
(d) Orchestra Chairs	<u>0.00</u>
(e) Shure Wireless Microphone	<u>65.00</u>
(f) Panasonic DLP Projector	<u>130.00</u>
(2) Personnel	
(a) Stage Technicians	\$ <u>923.00</u>
(b) House Manager	<u>200.00</u>
(c) 2 Ushers	<u>140.00</u>
(d) Box Office	<u>N/A</u>

2. Coordination of Use

All uses of Theater are to be coordinated with the PACC Executive Director or designee (“Executive Director”) and shall be under the general direction of Executive Director.

3. License Period

PACC agrees that Licensee may use the entire complex on the following dates, during the hours specified below:

Moving In: Monday, August 19, 2019, 7:00 AM
Moving Out: Monday, August 19, 2019, 1:30 PM
Program: ***Monday, August 19, 2019, 8:00 AM***

4. Reservation Fee

Licensee agrees to pay PACC a non-refundable reservation fee in the amount of **\$0.00** to Executive Director. The PACC shall credit the reservation fee toward payment of other fees and charges owed by Licensee.

5. License Fee

a. Licensee agrees to pay PACC the following fees for the use of Theater and the use of any special equipment/supplies and personnel:

(1) License Fee	\$ <u>1,150.00</u>
(2) Equipment/Supplies	<u>570.00</u>
(3) Personnel	<u>1,263.00</u>
(4) Insurance	<u>own</u>
(5) Non-Refundable Processing Fee	<u>25.00</u>
TOTAL	<u>3,008.00</u>

b. Licensee agrees to pay any addendum charges for additional services or equipment related to Licensee’s use of the Theater. An estimate of any addendum charges is attached hereto as Exhibit A and incorporated herein by this reference. The actual addendum charges will be determined after the PACC has actually provided the services or equipment.

6. Gross Receipts Fees

If the license fee is based on gross receipts, gross receipts shall mean the total sums, exclusive of taxes, collected from patrons by Licensee.

7. No Free Passes

Licensee may not issue free passes or admissions to Licensee's event without the written consent of Executive Director.

8. Maintenance of Records

Licensee shall maintain true and accurate records of receipts of admissions and concession sales, if any, and shall satisfactorily and thoroughly account for the receipt thereof. Executive Director shall have the right to inspect such records.

9. Proposed Event

The event to be presented by Licensee shall consist of "2019-2020 Orientation". Licensee's use of Theater shall be limited to the event as described herein.

10. Fee for Admission

a. PACC agrees that Licensee may charge admission during the proposed use of Theater by Licensee.

b. (1) Licensee agrees to include in the price of admission to Theater a Facility Restoration Fee of \$1.00 per ticket for tickets priced \$10.00 to \$14.99 and \$2.00 per ticket for tickets priced \$15.00 or more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.

(2) All advertising for Licensee's event at Theater shall include the following statement: "A Facility Restoration Fee shall be added to each ticket."

(3) Licensee agrees, that for general admission events without tickets for sale, Licensee shall pay a \$.50 per admission Facility Restoration Fee as an addendum charge.

11. Removal of Property

a. Licensee agrees to remove from Theater, on or before **8:00 AM** on the **20th** day of **August 2019**, all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.

b. If any such property is not removed by the above stated time, Licensee authorizes Executive Director to sell the property in any manner Executive Director deems appropriate and to hold the proceeds from the sale for Licensee, less any costs incurred by PACC.

c. Executive Director may, in his or her sole discretion, store, or cause to be stored, any such property not removed by the above stated time. Licensee agrees to pay PACC all costs associated with such storage.

12. PACC Not Liable For Licensee's Property

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to Theater either prior to, during, or subsequent to the use of Theater by Licensee, PACC and its officers, agents and employees shall act solely for the accommodations of Licensee; and neither PACC nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

13. Handling of Funds

a. In the handling, control, custody and keeping of funds whether the funds are received through the PACC box office or otherwise, Licensee agrees that PACC is acting for the accommodation of Licensee, and as to such funds PACC shall not be liable to Licensee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft, or defalcation is caused or done by officers, employees or agents of the PACC.

b. No PACC officer, employee or agent shall be liable for any loss, theft or defalcation of such funds unless PACC willfully causes or permits the same or unless the loss, theft or defalcation was caused by the gross negligence of an officer, employee or agent of PACC.

14. Prop Entrance

Licensee shall bring all prop articles, fixtures, materials, displays into or out of Theater only at such entrances as may be designated by Executive Director.

15. Care of Theater

Licensee will not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, door or window casings, or woodwork of Theater and will not in any manner change or move any of the fixtures of Theater except as may be authorized by Executive Director.

16. Electrical Work and Plans

Licensee shall file with Executive Director a description of all electrical work and a plan or description of any structures, or decorations to be erected for the event. Licensee will not construct or erect such electrical work, structures, or decorations without prior written approval by Executive Director.

17. Animals Prohibited

Licensee agrees that no domestic or wild animals or birds shall be taken into, or kept in or about Theater, or any part thereof, without the written consent of Executive Director.

18. Signs Require Permission

Licensee agrees that no signs or advertisements shall be placed in, on, or about Theater without the consent of Executive Director.

19. Televising Requires Permission

No event presented in Theater shall be broadcast, televised, or in any manner recorded for reproduction without the written consent of Executive Director.

20. Conduct of Persons

a. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted. Licensee shall provide adequate security protection to maintain order in and about Theater.

b. Licensee shall be solely responsible for the orderly conduct of all persons using Theater by invitation, either expressed or implied, during all times covered by this Agreement.

c. Licensee shall not permit intoxicated persons or alcoholic beverages at Theater by invitation, either expressed or implied, during all times covered by this Agreement.

d. PACC reserves the right to eject or cause to be ejected from Theater any person making loud, personal, impertinent, profane or slanderous remarks so as to disrupt an event at Theater.

21. Control of Theater

a. The keys to Theater shall at all times be in the possession and control of Executive Director. PACC shall lock and unlock the entrance and exits of Theater at such times as may be required for Licensee's use. Licensee, at its own expense, must at all times place proper security at all entrances and exits when the same are unlocked.

b. PACC and all duly authorized representatives of PACC shall have the right to enter Theater and all parts thereof at all times.

22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

23. Flammable Materials

Licensee may not use flammable materials such as bunting, tissue paper, crepe paper, for decorations. All materials used for decorative purposes must be treated with flame

proofing and approved by the Fire Marshall.

24. Entertainment Standards

Licensee shall not conduct any event in Theater and Complex that is illegal or obscene.

25. Concession Sales by PACC

PACC reserves the sole right:

a. To contract for the sale of programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobacco, candies, food, novelties or any related merchandise commonly sold or dispensed in Theater and Complex; opera glasses, cushions, and other articles; and photographs.

b. To operate the parking lots, and check rooms; provided, however, that Executive Director may, in writing, authorize Licensee to do any of the aforesaid upon such terms as Executive Director deems proper under the circumstances, subject to the provisions of any existing contracts.

26. Sales by Licensee

a. Licensee may sell from the Theater only those items approved in writing by Executive Director. Licensee shall provide Executive Director with an accounting of such sales and shall pay PACC fifteen percent (15%) of the gross amount of sales, exclusive of sales tax.

b. Licensee shall not serve food or beverages for the event except by agreement with caterers approved by Executive Director.

27. Use of PACC Box Office

Licensee agrees that PACC shall be responsible for ordering and selling tickets sold at the PACC box office at fees so designated on the Box Office Agreement attached hereto as Exhibit B. If a computerized ticket system is used, Licensee agrees to use PACC's designated ticket agency.

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

29. Copyright

Licensee agrees to assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used

or incorporated in the event. Licensee agrees to obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the event.

30. Assignment

Licensee shall not assign this Agreement in whole or in part, nor may any right hereunder granted to Licensee be granted in turn to any other person without the written consent of Executive Director.

31. Occupancy Interruption

a. In case Theater or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities, shall render the fulfillment of this Agreement difficult or impossible of performance, this Agreement shall be immediately terminated.

b. PACC shall not in any such case be held liable or responsible to Licensee for any damage caused by termination of this Agreement. PACC shall be relieved from any further liability by reason of this Agreement, and no claims or compensation or damage shall be made against the PACC by Licensee. Any fee for the unused portion of the Agreement shall under such circumstances be refunded to Licensee.

32. Indemnity

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless PACC, the City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Licensee’s performance of this Agreement or Licensee’s failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Licensee’s obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Licensee’s duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals.

The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to PACC for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive completion or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

33. Insurance

a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverage's as specified in Exhibit C, attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that Licensee obtain and maintain such insurance coverage's.

b. Licensee shall, prior to the use and occupation of Theater, file with Executive Director evidence of insurance coverage as specified in Exhibit D. Evidence of insurance coverage shall be forwarded to Executive Director, addressed as specified in Exhibit D.

c. Maintenance of proper insurance coverage's by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverage's or to provide evidence of renewal may be considered as a material breach of this Agreement.

34. Maintenance and Repair

Licensee agrees to maintain Theater and other portions of the premises of PACC to which Licensee, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted. Licensee agrees to return Theater in the same condition as before use of the same was permitted, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee excepted.

35. Default

a. Should Licensee default in the performance of any of the terms and conditions of this Agreement, PACC, at its option, may terminate the Agreement. Licensee shall be liable for the full amount of the fee provided for herein less fees received from others for use of Theater at the time, or times, specified in this Agreement.

b. Any deposit made by Licensee to PACC shall be retained by PACC.

36. Cancellation by PACC

a. In addition to the right to terminate this Agreement upon Licensee's default, PACC shall have the right:

(1) To terminate this Agreement at any time when Theater is required by public necessity or emergency use.

(2) To terminate this Agreement at any time, without liability to PACC, upon ten days written notice when Licensee proposes a special service event for which no fee is to be charged.

(3) To terminate this Agreement at any time without liability to PACC, upon 21 days written notice, in all other instances.

b. Upon termination by PACC, any deposit made by Licensee shall be refunded.

c. Licensee hereby waives any claim Licensee may have against PACC stemming from any cancellation of this Agreement by PACC prior to the date of the event.

37. Cancellation by Licensee

No cancellation by Licensee shall be accepted by Executive Director if less than 21 days prior to the date of the event. Failure to cancel prior to this time will subject Licensee to payment of all fees.

38. Attorneys' Fees

Licensee and PACC agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Entire Agreement

Licensee and PACC agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

Signatures on next page

OXNARD PERFORMING ARTS
CENTER CORPORATION

LICENSEE

Oxnard Performing Arts Center Manager

Oxnard School District

NOTE: This License Agreement is a standard agreement previously approved as to form by the City Attorney and the General Counsel.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section D: Action Items

Approval of Revised 2018-19 Compensation for Management and Confidential Employees (Vaca)

In accordance with the District's practice for treating each employee group similarly, the following compensation increase to Management and Confidential employee groups is presented for the Board's consideration:

Management: Certificated and Classified Employees

- 1.25% on-going, retroactive to 7/1/18
- Cost of health and benefits increase for 2019-20 school year only

Confidential Employees

- 1.25% on-going, retroactive to 7/1/18
- Cost of health and benefits increase for 2019-20 school year only

FISCAL IMPACT:

The fiscal impact is \$207,084 to be paid out of the general fund.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2018-2019 compensation revisions and health and welfare cost relief for the 2019-20 school year, as indicated above.

ADDITIONAL MATERIALS:

Attached: [2018-2019 Salary Schedule Revisions \(eight pages\)](#)

CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2018-19
(effective 7-1-2018)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

Vacation Days. Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days	
	11 Months	12 Months
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

Annual Salary. An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

Stipend for Doctorate. An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

Anniversary Increments. Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

Implementation of Salary Schedule. Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

<i>Position</i>	<i>Days</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Director, Pupil Services	261	\$119,681	\$130,447	\$142,190
Director, Special Education	261	\$119,681	\$130,447	\$142,190
Director, Curriculum, Instruction & Accountability	261	\$119,681	\$130,447	\$142,190
Director, Dual Language Programs	261	\$119,681	\$130,447	\$142,190
Director, English Learner Services	261	\$119,681	\$130,447	\$142,190
Director, Certificated Human Resources	261	\$119,681	\$130,447	\$142,190
Director, MSAP Grant	242	\$109,598	\$119,457	\$130,211
Manager, Special Education	261	\$105,919	\$115,447	\$125,838
Manager, Special Programs	261	\$105,919	\$115,447	\$125,838

Credit for Out of District Management Experience. Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

Duties Assigned Beyond the Regularly Designated Duty Year. Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

Health and Welfare Benefits. Effective July 1, 2015, the District will make a \$10,800 annual contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

Health and Welfare Benefits for Retirees. Certificated Administrators Hired prior to June 30, 2012: For any certificated administrator employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Certificated Administrators hired on or after July 1, 2012 will not receive retiree benefits.

Retirement Contribution Benefits. The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

Professional Organization Membership. The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM:

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

Preamble:

Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a “salary schedule” as the District will pay for their expertise and competence from the outset. There is no need for additional “steps” as the District’s policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District’s interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

Annual Salary. An annual salary is earned during the period beginning August 1 and ending July 31.

Method of Payment: The annual salary will be divided into 12 approximately equal installments (eleven (11) installments and one (1) summer pay). The first installment is to be paid on the last business day of August and subsequent installments to be paid on the last business day of each month.

Stipend for Doctorate. An annual stipend of \$750 will be granted to site administrators with an earned doctorate degree.

Stipend for Bilingual Administrator. An Annual stipend of 2% of the site administrator’s base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests (III, IV, and V) of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

Implementation of Salary Schedule. Initial placement of all site administration employees will be to the non-Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent

Duties Assigned Beyond the Regularly Designated Duty Year. Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated on a pro-rata basis at their per diem rate of pay.

Description	Days	Daily Rate	Annual Salary
Master Principal, Middle School/K-8	215	\$655.19	\$140,867
Master Principal Elementary School	210	\$621.02	\$130,415
Master Asst. Principal, Middle School/K-8	210	\$566.82	\$119,032
Master Asst. Principal, Elementary School	205	\$566.82	\$116,198
Principal, Middle School/K-8	215	\$621.02	\$133,519
Principal, Elementary School	210	\$574.08	\$120,556
Asst. Principal, Middle School/K-8	210	\$553.98	\$116,337
Asst. Principal, Elementary School	205	\$553.98	\$113,567

Health and Welfare Benefits. Effective July 1, 2015, the District will make a \$10,800 annual contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

Health and Welfare Benefits for Retirees. Site Administrators Hired prior to June 30, 2012: For any site administrator employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Site Administrators hired on or after July 1, 2012 will not receive retiree benefits.

Retirement Contribution Benefits. The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

Professional Organization Membership. Upon annual written request, and the timely processing of membership by a site administrator the District shall pay the membership dues of site administration employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

Revised June 2019 (1.25% increase)

CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2018-19
(effective 7-1-2018)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

Vacation Days. Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

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Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

Annual Salary: An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

Stipend for Doctorate: An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

Anniversary Increments: Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

Implementation of Salary Schedule: Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

Credit for Out of District Management Experience: Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate.

The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

Duties Assigned Beyond the Regularly Designated Duty Year: Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

Health and Welfare Benefits: Effective July 1, 2015, the District will make a \$900.00 per month contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

Classified Managers Hired prior to June 30, 2012: For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life

insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Classified Managers Hired after July 1, 2012:

Classified Managers hired on or after July 1, 2012 will not receive retiree benefits.

Retirement Contribution Benefits: The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

Professional Organization Membership: The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

<i>Position</i>	<i>Paid Days*</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Chief Information Officer	261	\$124,288	\$135,469	\$147,663
Director of Finance	261	\$109,848	\$119,728	\$130,506
Director of Facilities	261	\$109,848	\$119,728	\$130,506
Director of Classified Human Resources	261	\$109,848	\$119,728	\$130,506
Facilities Project/Sustainability Manager	261	\$99,429	\$108,778	\$118,128
Director of Purchasing	261	\$94,209	\$102,683	\$111,926
Senior Manager, Maintenance & Operations	261	\$90,830	\$99,001	\$107,912
Director, Child Nutrition Services	261	\$89,176	\$97,199	\$105,948
Public Information Officer	261	\$88,775	\$96,761	\$105,470
Risk Manager	261	\$88,775	\$96,761	\$105,470
Director, Early Childhood Education Programs	261	\$84,165	\$91,737	\$99,994
Director of Transportation	261	\$84,165	\$91,737	\$99,994
Executive Asst. to Superintendent**	261	\$75,423	\$82,208	\$89,607
Senior Human Resource Analyst	261	\$75,423	\$82,208	\$89,607
Accountant/Internal Auditor	261	\$75,423	\$82,208	\$89,607
Enrollment Center Manager	261	\$72,459	\$78,977	\$86,086
Warehouse/Graphics Manager	261	\$66,557	\$72,544	\$79,074
Custodial Services Manager	261	\$65,193	\$71,070	\$77,467
Grounds Manager	261	\$65,193	\$71,070	\$77,467
Asst. Director of Child Nutrition Services	261	\$62,790	\$68,438	\$74,598

*Includes vacation days and holidays

**Plus a \$775 monthly stipend

CONFIDENTIAL COMPENSATION AND BENEFIT PROGRAM 2018-19

Effective 7-1-2018

Salary Schedule: Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

Range #	STEPS					ANNIVERSARY INCREMENTS*				
	A	B	C	D	E	7 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs
						E+\$40	E+\$80	E+\$120	E+\$160	E+\$200
1.0	\$2,987	\$3,138	\$3,293	\$3,460	\$3,631	\$3,671	\$3,711	\$3,751	\$3,791	\$3,831
1.5	\$3,065	\$3,214	\$3,379	\$3,545	\$3,722	\$3,762	\$3,802	\$3,842	\$3,882	\$3,922
2.0	\$3,138	\$3,293	\$3,460	\$3,631	\$3,811	\$3,851	\$3,891	\$3,931	\$3,971	\$4,011
2.5	\$3,214	\$3,379	\$3,545	\$3,722	\$3,912	\$3,952	\$3,992	\$4,032	\$4,072	\$4,112
3.0	\$3,293	\$3,460	\$3,631	\$3,811	\$4,007	\$4,047	\$4,087	\$4,127	\$4,167	\$4,207
3.5	\$3,379	\$3,545	\$3,722	\$3,912	\$4,107	\$4,147	\$4,187	\$4,227	\$4,267	\$4,307
4.0	\$3,460	\$3,631	\$3,811	\$4,007	\$4,211	\$4,251	\$4,291	\$4,331	\$4,371	\$4,411
4.5	\$3,545	\$3,723	\$3,912	\$4,106	\$4,312	\$4,352	\$4,392	\$4,432	\$4,472	\$4,512
5.0	\$3,631	\$3,811	\$4,007	\$4,211	\$4,413	\$4,453	\$4,493	\$4,533	\$4,573	\$4,613
5.5	\$3,722	\$3,912	\$4,107	\$4,312	\$4,526	\$4,566	\$4,606	\$4,646	\$4,686	\$4,726
6.0	\$3,811	\$4,007	\$4,211	\$4,413	\$4,636	\$4,676	\$4,716	\$4,756	\$4,796	\$4,836
6.5	\$3,912	\$4,107	\$4,312	\$4,526	\$4,756	\$4,796	\$4,836	\$4,876	\$4,916	\$4,956
7.0	\$4,007	\$4,211	\$4,413	\$4,636	\$4,867	\$4,907	\$4,947	\$4,987	\$5,027	\$5,067
7.5	\$4,107	\$4,312	\$4,526	\$4,756	\$4,986	\$5,026	\$5,066	\$5,106	\$5,146	\$5,186
8.0	\$4,211	\$4,413	\$4,636	\$4,867	\$5,112	\$5,152	\$5,192	\$5,232	\$5,272	\$5,312
8.5	\$4,312	\$4,526	\$4,756	\$4,986	\$5,236	\$5,276	\$5,316	\$5,356	\$5,396	\$5,436
9.0	\$4,413	\$4,636	\$4,867	\$5,112	\$5,368	\$5,408	\$5,448	\$5,488	\$5,528	\$5,568
9.5	\$4,526	\$4,756	\$4,986	\$5,236	\$5,500	\$5,540	\$5,580	\$5,620	\$5,660	\$5,700
10.0	\$4,636	\$4,867	\$5,112	\$5,368	\$5,633	\$5,673	\$5,713	\$5,753	\$5,793	\$5,833
10.5	\$4,756	\$4,986	\$5,236	\$5,500	\$5,778	\$5,818	\$5,858	\$5,898	\$5,938	\$5,978
11.0	\$4,867	\$5,112	\$5,368	\$5,633	\$5,916	\$5,956	\$5,996	\$6,036	\$6,076	\$6,116
11.5	\$4,986	\$5,236	\$5,500	\$5,778	\$6,066	\$6,106	\$6,146	\$6,186	\$6,226	\$6,266
12.0	\$5,112	\$5,368	\$5,633	\$5,916	\$6,213	\$6,253	\$6,293	\$6,333	\$6,373	\$6,413
12.5	\$5,236	\$5,500	\$5,778	\$6,066	\$6,371	\$6,411	\$6,451	\$6,491	\$6,531	\$6,571

* Anniversary Increments

Employees shall earn an increment of \$40 each at the beginning of the 7th, 10th, 15th, 20th and 25th years of service.

Each confidential position will be assigned a range number and workdays as follows:

Position	Days	Range	Stipend
Executive Assistant to the Asst. Superintendent of Human Resources	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Ed. Services	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Business Services	261	10.0	\$373

Assignment to Step and Anniversary Increments. Annual salary increments (steps), including anniversary increments, are effective on the employee's anniversary date. The anniversary date is established in the following manner:

- All employees shall have a common anniversary date of July 1, beginning on July 1, 1989, for purposes of step movement and longevity increments only. Beginning July 1, 1989, individuals hired on or before December 31 shall be eligible to receive an anniversary step increment step the ensuing July. An individual hired after December 31 shall not be eligible to receive an anniversary step increment until the July following the first July.
- Annual salary increments (steps), including anniversary increments, are effective on each anniversary date until the maximum step is reached on the assigned salary range. An employee will begin receiving the seven-year anniversary increment at the beginning of his/her seventh year of service to the District regardless of classification; without a break in service. The same procedures will be followed for subsequent anniversary increments.

Confidential Stipend. In addition to the scheduled salary, each designated confidential employee shall receive a stipend per month as indicated for individual positions. Anniversary increments of \$50.00 per month shall be added to the stipend of Confidential positions at the beginning of the 6th, 9th, 12th, 15th, 18th and 21st years of service.

Professional Growth. All confidential employees of the Oxnard School District are eligible to participate in the classified Professional Growth Award Program.

Health and Welfare Benefits. Effective July 1, 2015, the District will make a \$900.00 per month contribution towards the premium for the following group health insurance programs:

- Health and Accident
- Dental with/Ortho
- Vision/Life

Disability Retirement Under PERS. Confidential employees with at least ten (10) years service with the district who receive a disability retirement under PERS, shall be eligible for the same medical retirement benefits as regular retirees.

The health and welfare benefits for retirees are subject to whatever modifications and specifications as may apply in future years to confidential employees on active duty.

Health and Welfare Benefits for Retirees.

For any Confidential Employee employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Confidential employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69

Confidential Employees hired on or after July 1, 2012 will not receive retiree benefits.

Retirement Contribution Benefits. The district shall provide confidential employees the provisions contained in Section 414(h)(2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contributions paid by the Oxnard School District. Exhibit 7560(A) E, addresses the specifics of this benefit.

Professional Organization Membership. The district shall pay directly to the organization an amount not to exceed the annual membership dues of the Association of California Administrators for confidential employees who process membership in ACSA, a professional secretarial or other appropriate professional organization approved by the Superintendent.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section D: Action Items

Approval of Revised Job Descriptions: Assistant Principal, Principal-Elementary, Master Principal-Elementary, Principal-Middle School/K-8, Master Principal-Middle School/K-8 (Vaca)

The Commission on Teacher Credentialing (CTC) accepts either five (5) years of pupil personnel work experience or five (5) years of teaching experience, or a combination of teaching and pupil personnel work experience equal to five years when securing an administrative credential. In accordance with CTC's criteria of eligibility to earn a preliminary credential, the Oxnard School District (District) is presenting five site administrator job description revisions for your consideration and approval, which include a minimum of five (5) years of pupil personnel work experience or a combination of both teaching and pupil personnel work experience equal to five years.

Approving the following job description revisions allows the District to expand their reach of highly qualified site administrator candidates:

- Assistant Principal
- Principal, Elementary
- Master Principal, Elementary
- Principal, Middle School/K-8
- Master Principal, Middle School/K-8

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised job descriptions, as presented.

ADDITIONAL MATERIALS:

Attached: [Site Admin jd revisions \(15 pages\)](#)

HUMAN RESOURCES & SUPPORT SERVICES

Title: Assistant Principal

- Qualifications:**
1. A Master's Degree
 2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of *Administrative Code 80125-80127*, and *Education Code 44270*.
 3. A minimum of 5 years of successful, full-time public school teaching experience *or pupil personnel work experience, or a combination of teaching and pupil personnel work experience equal to five years.*
 4. Possess the following personal qualities:
 - a. ability to meet district standards for physical and mental health.
 - b. evidence of good moral character.
 - c. satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement and job-related performance.
 5. Such alternatives to the above qualifications as the district may find appropriate and acceptable.

Report to: Designated Principal

Supervises: Certificated and classified staff as assigned.

Job Goal: To assist the principal in fulfilling his/her major responsibilities as chief administrative officer and educational leader of the school; act as the principal in the principal's absence from the school; assist in the development, implementation, evaluation and improvement of school district programs, policies and procedures.

Performance Responsibilities:

The Assistant Principal shall assume the role of a site administrator during his/her absence and assist the principal in appropriate administrative areas. Duties of the Assistant Principal shall include, but are not necessarily limited to, the following:

1. Assists the principal in the evaluation and supervision of all regular and substitute certificated personnel and classified personnel assigned to the school.
2. Assists certificated staff through clinical supervision and related inservice in developing competence in the strategies of clinical instruction.
3. Assists in the development of performance objectives relating to expected standards of student's academic achievement.
4. Assists in providing direction and evaluation toward the improvement of the educational program at the school.
5. Assists in developing evaluation criteria and assumes responsibility for measuring performance of students.
6. Assists the principal in developing curriculum and interpreting it to students, parents, and members of the community.
7. Maintains communication with the principal relating to problems, concerns, activities and achievements of students and staff.

HUMAN RESOURCES & SUPPORT SERVICES

8. Maintains communication between students, parents, staff and the general community.
9. Confers with pupils (and their parents) who exhibit severe academic, social, or emotional problems that adversely affect optimum educational development.
10. Supervises the attendance of students and notifies parents and other agencies of attendance problems when necessary.
11. Counsels students concerning personal and school problems.
12. Suspends pupils when circumstances justify such disciplinary action.
13. Supervises the maintenance of various records pertaining to student behavior and referrals and provides summaries or written referrals to appropriate agencies.
14. Works with students, parents, community, and government agencies on problems relating to school attendance, truancy and substance abuse.
15. Assists with playground supervision.
16. Insures that teachers receive adequate and appropriate educational materials.
17. Serves as a member of the management staff.
18. Assumes administrative and supervisory responsibilities of the school in the absence of the principal when designated to do so.
19. Assists with all school-wide testing and monitoring of student achievement.
20. Assists with student activity programs that improve student performance and achievement.
21. Performs other duties as directed by the designated principal.
22. Ensures technology is used consistently as a tool to aid in student learning.
23. Develops strong connections between parents, school, and community. Uses knowledge of Cultural Competency to promote a high level of customer service for parents, community, and staff.

Term of Employment:

Assistant Principals assigned to elementary schools shall work 205 duty days. Assistant Principals assigned to middle/K-8 schools shall work 210 duty days. The adopted work year, salary and benefit schedule will be found in the most current Site Administrator Compensation and Benefit Program.

Evaluation:

The evaluation and assessment of performance of the Assistant Principal will be conducted annually by the Principal in accordance with the provisions of *Education Code 44660-44665* and Oxnard School District Policy.

HUMAN RESOURCES & SUPPORT SERVICES

Equal Opportunity:

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities.

OXNARD SCHOOL DISTRICT

Board Policy Adopted: July 18, 1979; Revised: July 25, 1979; March 28, 1984; June 6, 1984; July 26, 2000; April 6, 2011 (Action Item D.2);

Board Approved revision: March 2, 2016; August 7, 2019

HUMAN RESOURCES & SUPPORT SERVICES

Title: Principal, Elementary

- Qualifications:**
1. Master's Degree
 2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of Title 5, Administrative Code 80125-80127 and Education Code 44270
 3. A minimum of 5 years of successful, full-time public school classroom teaching experience *or a minimum of 5 years of pupil personnel work experience, or a combination of teaching and pupil personnel work experience equal to five years.* (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
 4. Full-time K-12 public school administration experience preferred. (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
 5. Possess the following personal qualities:
 - a. Ability to meet district standards for physical and mental health
 - b. Evidence of good moral character
 - c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement, and job-related performance.
 6. Such alternatives to the above qualifications as the District may find appropriate and acceptable

Reports to: Superintendent or Designee

Supervises: All certificated and classified staff assigned to the school

Job Goal: To serve as the educational leader and chief executive of the school; to be responsible for direction of the instructional program, operation of the school plant, and participation in staff and student activities.

Performance Responsibilities:

1. Provides innovation and leadership to the staff in determining objectives and identifying school needs as the basis for developing long and short range plans/goals for the school.
2. Interprets and implements the district-approved curriculum as it relates to the individual school needs.
3. Enlists the assistance of the Assistant Superintendent, Educational Services, in the use of school resource personnel in the improvement of the program of the school.
4. Establishes an effective school administrative organization with lines of responsibility and with the necessary delegation of authority.
5. Identifies and coordinates professional growth and growth opportunities for certificated and classified personnel assigned to the school.
6. Evaluates all assigned personnel, in accordance with district-adopted guidelines for evaluation.
7. Assigns students in such a way as to encourage their optimum growth.
8. Makes periodic appraisals of pupil progress through the use of formative and summative assessment data and assists staff in implementing strategies to meet short and long range school goals.

HUMAN RESOURCES & SUPPORT SERVICES

9. Develops school plans and organizational procedures for the health, safety, discipline, and conduct of students as established in district procedures.
10. Plans, supervises, and directs the business operation of the school, in accordance with district procedures.
11. Makes plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities, and school grounds.
12. Develops a communication system to further community understanding and support of the total school program.
13. Participates in principal's meetings, negotiation meetings, district committees, and such other meetings as are required or appropriate.
14. Assists in the recruiting, screening, hiring and assigning of district personnel.
15. Works with central administrative staff on developing programs, policies, and procedures of more than in-school import, such as, district-wide instructional programs, transportation, special services, etc.
16. Maintains positive human relations skills which strengthen support and morale, including the ability to resolve conflicts and reduce tension among students, staff and parents.
17. Communicates with effectiveness in oral and written expression, including the ability to write bulletins, correspondence, reports, and to effectively speak before groups relating to the purpose and function of the school and its instructional program.
18. Possesses mature judgment in organizing and managing the implementation of the instruction program; in handling problems and emergency personnel operations and other internal conditions which may arise in the administration of the school.
19. Develops strong connections between parents, school, and community. Uses knowledge of Cultural Competency to promote a high level of customer service for parents, community, and staff.
20. Ensures technology is used consistently as a tool to aid in student learning.

Term of Employment:

Principals assigned to elementary schools shall work 210 duty days. The adopted work year salary and benefit schedule will be found in the most current Site Administrator Compensation and Benefit Program.

Evaluation:

The evaluation and assessment of performance of principals will be conducted annually by the Superintendent or Designee, in accordance with the provisions of Education Code 44660-44665 and Oxnard School District Policy.

Equal Opportunity:

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities.

HUMAN RESOURCES & SUPPORT SERVICES

Oxnard School District

Board Policy Adopted: April 2, 2008;

Board Approved revision: March 2, 2016; **August 7, 2019**

HUMAN RESOURCES & SUPPORT SERVICES

Title: Master Principal, Elementary

- Qualifications:**
1. Master's Degree
 2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of Title 5, Administrative Code 80125-80127 and Education Code 44270
 3. A minimum of 5 years of successful, full-time public school classroom teaching experience or a minimum of 5 years of pupil personnel work experience, or a combination of teaching and pupil personnel work experience equal to five years. (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
 4. A minimum of 5 years of successful, full-time K-12 public school administration experience. (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
 5. Possess the following personal qualities:
 - a. Ability to meet district standards for physical and mental health
 - b. Evidence of good moral character
 - c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement, and job-related performance.
 6. Such alternatives to the above qualifications as the District may find appropriate and acceptable

Reports to: Superintendent or Designee

Supervises: All certificated and classified staff assigned to the school

Job Goal: To serve as the educational leader and chief executive of the school; to be responsible for direction of the instructional program, operation of the school plant, and participation in staff and student activities.

Performance Responsibilities:

1. Provides innovation and leadership to the staff in determining objectives and identifying school needs as the basis for developing long and short-range plans/goals for the school.
2. Interprets and implements the district-approved curriculum as it relates to the individual school needs.
3. Enlists the assistance of the Assistant Superintendent, Educational Services, in the use of school resource personnel in the improvement of the program of the school.
4. Establishes an effective school administrative organization with lines of responsibility and with the necessary delegation of authority.
5. Identifies and coordinates professional growth and growth opportunities for certificated and classified personnel assigned to the school.
6. Evaluates all assigned personnel, in accordance with district-adopted guidelines for evaluation.
7. Assigns students in such a way as to encourage their optimum growth.
8. Makes periodic appraisals of pupil progress through the use of formative and summative assessment data and assists staff in implementing strategies to meet short and long-range school goals.

HUMAN RESOURCES & SUPPORT SERVICES

9. Develops school plans and organizational procedures for the health, safety, discipline, and conduct of students as established in district procedures.
10. Plans, supervises, and directs the business operation of the school in accordance with district procedures.
11. Makes plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities, and school grounds.
12. Develops a communication system to further community understanding and support of the total school program.
13. Serve as a contributing member of the Superintendent's Cabinet upon request of the Superintendent.
14. Participates in principal's meetings, negotiation meetings, district committees, and such other meetings as are required or appropriate.
15. Assists in the recruiting, screening, hiring and assigning of district personnel.
16. Works with central administrative staff on developing programs, policies, and procedures of more than in-school import, such as, district-wide instructional programs, transportation, special services, etc.
17. Maintains positive human relations skills, which strengthen support and morale, including the ability to resolve conflicts and reduce tension among students, staff and parents.
18. Communicates with effectiveness in oral and written expression, including the ability to write bulletins, correspondence, reports, and to effectively speak before groups relating to the purpose and function of the school and its instructional program.
19. Possesses mature judgment in organizing and managing the implementation of the instruction program; in handling problems and emergency personnel operations and other internal conditions which may arise in the administration of the school.
20. Consistently demonstrates growth in student learning.
21. Provides direct and ongoing mentoring to other site administrators including assistant principals, administrative interns, other principals, and teachers interested in becoming administrators.
22. Develops strong connections between parents, school, and community. Uses knowledge of Cultural Competency to promote a high level of customer service for parents, community, and staff.
23. Develops role as change agent leading continuous improvement at the school site, District, and community.
24. Develops collaborative relationships with employee associations (e.g., OEA, OSSA, CSEA).
25. Promotes a positive school culture conducive to student learning and professional growth.
26. Serves in a leadership role in professional organizations (e.g., ACSA, PDK).
27. Ensures technology is used consistently as a tool to aid in student learning.

HUMAN RESOURCES & SUPPORT SERVICES

Term of Employment:

Principals assigned to elementary schools shall work 210 duty days. The currently adopted work year, salary and benefit schedule will be found in the most current Site Administrator Compensation and Benefit Program.

Evaluation:

The evaluation and assessment of performance of principals will be conducted annually by the Superintendent or Designee, in accordance with the provisions of Education Code 44660-44665 and Oxnard School District Policy.

Equal Opportunity:

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities.

Oxnard School District

Board Policy Adopted: April 2, 2008

Board Approved revision: March 2, 2016; *August 7, 2019*

HUMAN RESOURCES & SUPPORT SERVICES

Title: Principal, Middle School/K-8

- Qualifications:**
1. Master's Degree
 2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of Title 5, Administrative Code 80125-80127 and Education Code 44270
 3. A minimum of 5 years of successful, full-time public school classroom teaching experience *or a minimum of 5 years of pupil personnel work experience, or a combination of teaching and pupil personnel work experience equal to five years.* (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
 4. Full-time K-12 public school administration experience preferred. (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
 5. Possess the following personal qualities:
 - a. Ability to meet district standards for physical and mental health
 - b. Evidence of good moral character
 - c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement, and job-related performance.
 6. Such alternatives to the above qualifications as the District may find appropriate and acceptable

Reports to: Superintendent or Designee

Supervises: All certificated and classified staff assigned to the school

Job Goal: To serve as the educational leader and chief executive of the school; to be responsible for direction of the instructional program, operation of the school plant, and participation in staff and student activities.

Performance Responsibilities:

1. Provides innovation and leadership to the staff in determining objectives and identifying school needs as the basis for developing long and short-range plans/goals for the school.
2. Interprets and implements the district-approved curriculum, as it relates to the individual school needs.
3. Enlists the assistance of the Assistant Superintendent, Educational Services, in the use of school resource personnel in the improvement of the program of the school.
4. Establishes an effective school administrative organization with lines of responsibility and with the necessary delegation of authority.
5. Identifies and coordinates professional growth and growth opportunities for certificated and classified personnel assigned to the school.
6. Evaluates all assigned personnel in accordance with district-adopted guidelines for evaluation.
7. Assigns students in such a way as to encourage their optimum growth.

HUMAN RESOURCES & SUPPORT SERVICES

8. Makes periodic appraisals of pupil progress through the use of formative and summative assessment data and assists staff in implementing strategies to meet short and long-range school goals.
9. Develops school plans and organizational procedures for the health, safety, discipline, and conduct of students as established in district procedures.
10. Plans, supervises, and directs the business operation of the school, in accordance with district procedures.
11. Makes plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities, and school grounds.
12. Develops a communication system to further community understanding and support of the total school program.
13. Participates in principal's meetings, negotiation meetings, district committees, and such other meetings as are required or appropriate.
14. Assists in the recruiting, screening, hiring and assigning of district personnel.
15. Works with central administrative staff on developing programs, policies, and procedures of more than in-school import, such as, district-wide instructional programs, transportation, special services, etc.
16. Maintains positive human relations skills which strengthen support and morale, including the ability to resolve conflicts and reduce tension among students, staff and parents.
17. Communicates with effectiveness in oral and written expression, including the ability to write bulletins, correspondence, reports, and to effectively speak before groups relating to the purpose and function of the school and its instructional program.
18. Possesses mature judgment in organizing and managing the implementation of the instruction program; in handling problems and emergency personnel operations and other internal conditions which may arise in the administration of the school.
19. Consistently demonstrates growth in student learning.
20. Ensures technology is used consistently as a tool to aid in student learning.
21. Develops strong connections between parents, school, and community. Uses knowledge of Cultural Competency to promote a high level of customer service for parents, community, and staff.

Term of Employment:

Principals assigned to a Middle School/K-8 campus shall work 215 Duty Days. The adopted work year salary and benefit schedule will be found in the most current Site Administrator Compensation and Benefit Program.

Evaluation:

The evaluation and assessment of performance of principals will be conducted annually by the Superintendent or Designee, in accordance with the provisions of Education Code 44660-44665 and Oxnard School District Policy.

HUMAN RESOURCES & SUPPORT SERVICES

Equal Opportunity:

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, childbirth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities.

Oxnard School District

Board Policy Adopted: April 2, 2008;

Board Approved Revision: March 2, 2016; **August 7, 2019**

HUMAN RESOURCES & SUPPORT SERVICES

Title: Master Principal, Middle School/K-8

- Qualifications:**
1. Master's Degree
 2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of Title 5, *Administrative Code* 80125-80127 and *Education Code* 44270
 3. A minimum of 5 years of successful, full-time public school classroom teaching experience or a minimum of 5 years of pupil personnel work experience, or a combination of teaching and pupil personnel work experience equal to five years. (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
 4. A minimum of 5 years of successful, full-time K-12 public school administration experience. (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
 5. Possess the following personal qualities:
 - a. Ability to meet district standards for physical and mental health
 - b. Evidence of good moral character
 - c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement, and job-related performance.
 6. Such alternatives to the above qualifications as the District may find appropriate and acceptable

Reports to: Superintendent or Designee

Supervises: All certificated and classified staff assigned to the school

Job Goal: To serve as the educational leader and chief executive of the school; to be responsible for direction of the instructional program, operation of the school plant, and participation in staff and student activities.

Performance Responsibilities:

1. Provides innovation and leadership to the staff in determining objectives and identifying school needs as the basis for developing long and short range plans/goals for the school.
2. Interprets and implements the district-approved curriculum as it relates to the individual school needs.
3. Enlists the assistance of the Assistant Superintendent, Educational Services, in the use of school resource personnel in the improvement of the program of the school.
4. Establishes an effective school administrative organization with lines of responsibility and with the necessary delegation of authority.
5. Identifies and coordinates professional growth and growth opportunities for certificated and classified personnel assigned to the school.
6. Evaluates all assigned personnel in accordance with district-adopted guidelines for evaluation.
7. Assigns students in such a way as to encourage their optimum growth.
8. Makes periodic appraisals of pupil progress through the use of formative and summative assessment data and assists staff in implementing strategies to meet short and long range school goals.

HUMAN RESOURCES & SUPPORT SERVICES

9. Develops school plans and organizational procedures for the health, safety, discipline, and conduct of students as established in district procedures.
10. Plans, supervises, and directs the business operation of the school, in accordance with district procedures.
11. Makes plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities, and school grounds.
12. Develops a communication system to further community understanding and support of the total school program.
13. Participates in principal's meetings, negotiation meetings, district committees, and such other meetings as are required or appropriate.
14. Assists in the recruiting, screening, hiring and assigning of district personnel.
15. Works with central administrative staff on developing programs, policies, and procedures of more than in-school import, such as, district-wide instructional programs, transportation, special services, etc.
16. Maintains positive human relations skills which strengthen support and morale, including the ability to resolve conflicts and reduce tension among students, staff and parents.
17. Communicates with effectiveness in oral and written expression, including the ability to write bulletins, correspondence, reports, and to effectively speak before groups relating to the purpose and function of the school and its instructional program.
18. Possesses mature judgment in organizing and managing the implementation of the instruction program; in handling problems and emergency personnel operations and other internal conditions which may arise in the administration of the school.
19. Consistently demonstrates growth in student learning.
20. Provides direct and ongoing mentoring to other site administrators including Assistant Principals, Administrative Interns, other principals, and Teachers interested in becoming administrators.
21. Develops strong connections between parents, school, and community. Uses knowledge of Cultural Competency to promote a high level of customer service for parents, community, and staff.
22. Develops role as change agent leading continuous improvement at the school site, District, and community.
23. Develops collaborative relationships with employee associations (e.g., OEA, OSSA, CSEA).
24. Promotes a positive school culture conducive to student learning and professional growth.
25. Serves in a leadership role in professional organizations (e.g., ACSA, PDK).
26. Manages resources effectively and appropriately, including revenues and expenditures, personnel, facilities, and equipment.

HUMAN RESOURCES & SUPPORT SERVICES

27. Is capable of operating a computer and using standard productivity software, e.g., word processing, database management, spreadsheet application, and presentation software.
28. Demonstrates in-depth content area expertise, particularly in the areas of literacy and numeracy.
29. Is well-read and knowledgeable of current literature/research in the areas of education, organizational development, and leadership; shares that knowledge with colleagues.
30. Applies principles of systems thinking and continuous improvement.
31. Is skilled in data analysis techniques and in using data to inform instructional decisions resulting in increased student learning
32. Ensures technology is used consistently as a tool to aid in student learning.

Term of Employment:

Principals assigned to a Middle School/K-8 campus shall work 215 Duty Days. The adopted work year salary and benefit schedule will be found in the most current Site Administrator Compensation and Benefit Program.

Evaluation:

The evaluation and assessment of performance of principals will be conducted annually by the Superintendent or Designee, in accordance with the provisions of *Education Code* 44660-44665 and Oxnard School District Policy.

Equal Opportunity:

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities.

Oxnard School District

Board Policy Adopted: August 22, 1972; Revised: April 10, 1985; March 19, 2008;

Board Approved revision: March 2, 2016; August 7, 2019

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section D: Action Items

Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2018-19 Collective Bargaining Agreement (Vaca)

The Oxnard School District (District) and the Oxnard Educators Association have reached a tentative agreement for the 2018-2019 school contract year. The negotiating teams met from December 2018 through June 2019. The following individuals participated in the sessions:

OEA Bargaining Team:

Stacie Thurman, OEA President
Anjanette Carrillo, Teacher, PAR TOSA
Brenda Centeno, Teacher, Marina West
Manuel Hernandez, Teacher, Ritche
Mary Jordan, CTA Union Representative
Laurie Seiler, Teacher, Chavez
Patty Zamora, Teacher, Haydock

District Bargaining Team:

Dr. Jesus Vaca, Asst. Superintendent, HR
Janet Penanhoat, Asst. Superintendent, CBO
Dr. Edd Bond, Director, Certificated HR
Greg Brisbine, Principal, Haydock
Dr. Jodi Nocero, Principal, Kamala
Paulina Pierce, Recording Secretary

The following articles were revised:

- ARTICLE III: ORGANIZATIONAL RIGHTS AND PRIVILEGES
- ARTICLE VII: TRANSFERS AND REASSIGNMENTS
- ARTICLE IX: EVALUATION
- ARTICLE XIV: PARTIAL AND SCHOOL-WIDE CONTRACT VARIANCE
- ARTICLE XXVIII: TERM OF AGREEMENT
- ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION
- MOU HEALTH INSURANCE PLAN OPT OUT FUNDS
- MOU GENERAL EDUCATION, 6-8, COTEACHING STIPEND
- MOU SIXTH GRADE, CLASS SIZE AND COMPENSATION

FISCAL IMPACT:

- Health insurance opt out MOU: \$779,904
- Sixth grade MOU: not to exceed \$50,000
- Co-teaching MOU: \$500/general education co-teacher

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the 2018-2019 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), as presented.

ADDITIONAL MATERIALS:

Attached: [2018-19 OEA CBA revisions \(eight pages\)](#)

1 **ARTICLE III: ORGANIZATIONAL RIGHTS AND PRIVILEGES**

2
3 **Rights of Access, Communication, and Use of Facilities**

4 1. The Association shall have the right of access to areas in which
5 employees work, the right to use bulletin boards, mailboxes, and other
6 means of communication, and the right to use District facilities for the
7 purpose of Association-called meetings.

8 a. **Communication** The Association shall be entitled to post
9 notices of Association concern on a staff bulletin board in an
10 area frequented by unit members in each school complex.
11 An Association representative shall be responsible for intra-
12 school distribution of said communications. A copy of
13 general distribution Association material shall be sent to the
14 principal or designee at time of posting or delivery. The
15 Association's mail will be delivered unopened and without
16 undue delay.

17 b. **Use of Facilities** The Association may use school facilities
18 for meetings when involved unit members are not on duty,
19 subject to approval of the principal. Such approval shall be
20 granted unless such meetings conflict with previously
21 scheduled use of such facilities or the buildings are
22 otherwise unavailable for use.

23 c. The employer shall provide the Association with names and
24 work locations of all bargaining unit personnel no later than
25 August 15 of each school year and of all bargaining unit
26 personnel employed after August 15 of each year within
27 thirty (30) days of employment.

28 d. **The Association shall be provided no less than ninety (90) minutes**
29 **of uninterrupted time to communicate with bargaining unit members**
30 **at all new bargaining unit member orientations/onboarding**
31 **meetings. District administration will excuse themselves during the**
32 **Association time.**

33 2. In addition, upon request, the District shall provide the Association
34 with materials necessary for the Association to fulfill its role as exclusive
35 bargaining representative.

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41

1
2 **ARTICLE VII: TRANSFERS AND REASSIGNMENTS**

3 **2. POSTING OF VACANCIES**

4 School Site Vacancies:

5 District-wide Vacancies:

6 The District administration shall provide a list of known vacancies to
7 all bargaining unit members and work sites when the first official vacancy
8 announcement is made no later than the third Monday in April unless
9 mutually agreed upon by the District and the Association. The flying of all
10 district positions shall be held until master schedules have been submitted
11 to HR and shared with staff. The District will inform all bargaining unit
12 members via email and vacancies will be posted on the District website. All
13 bargaining unit members on an extended leave shall be notified of any
14 vacancies provided they have left a request to be notified with the District
15 office prior to the beginning of their leave. Bargaining unit members shall be
16 notified of additional vacancies weekly, when known, using the procedures
17 listed above (Article VII: Section 2, School Site Vacancies and District-wide
18 vacancies).

19
20 **6. PAID ASSISTANCE FOR MOVING**

21 A bargaining unit member
22 (a) whom the District involuntarily transfers to another school site after the
23 first student instructional day; (b) who has been displaced and is returning
24 to his/her original school site after the first student instructional day; or (c)
25 who was released from employment pursuant to a Reduction in Force, who
26 accepted a temporary assignment and accepts re-employment to a
27 permanent or probationary assignment after the first student instructional
28 day shall, upon request, be provided assistance in moving his/her personal
29 and classroom materials and receive one (1) day of student free preparation
30 time, and receive ~~eight (8)~~ sixteen (16) hours compensation, paid at the
31 current hourly rate. If a bargaining unit member's class is involuntarily
32 moved from one location to another location within the same work site,
33 he/she shall be provided assistance in moving his/her personal and
34 classroom materials and will receive ~~eight (8)~~ sixteen (16) hours
35 compensation, paid at the current hourly rate.

1 **ARTICLE IX: EVALUATION**

2
3 **GENERAL PROVISIONS APPLICABLE TO PERMANENT AND NON-**
4 **PERMANENT UNIT MEMBERS**

5 1. Glossary

6
7 e. "Evaluator" means a unit member's school principal or
8 learning director, assistant principal, or administrative
9 supervisor possessing an administrative services credential.
10

11 **ARTICLE XIV: PARTIAL AND SCHOOL-WIDE CONTRACT**
12 **VARIANCE**

13
14 1. Definitions

15
16 (d) "Partial Variance" shall refer to a variance from the terms of
17 the collective bargaining agreement that applies to ~~two (2),~~
18 ~~three (3) or four (4) grade levels or a group of teachers~~
19 groups of either grades K-5 or 6-8 comprising more than 20%
20 of the teachers at a school site for the purposes of banking
21 minutes only.
22

23 4. Partial Contract Variances

24 A variance may be requested for ~~two (2), three (3) or four (4) grade~~
25 ~~levels or a group of teachers~~ either in grades K-5 or 6-8 comprising more
26 than 20% of the teachers at a school site so long as the following conditions
27 are met:

28 (a) ~~Partial variances shall only apply to the implementation of~~
29 ~~school instructional improvement grants that meet the~~
30 ~~requirements of Section 2(a) of this Article.~~

31 (b) a A request for a partial variance must comply with all the
32 procedural requirements set forth in school-wide variances,
33 ~~except that partial variances may be voted on and~~
34 ~~implemented at any time during the school year.~~ Only those
35 unit members who shall participate in the grant shall
36 participate in the election.

37 (c) b A partial variance request may not be brought following a
38 failed attempt for a school-wide variance. In the event of a
39 failed school-wide variance, a partial variance request may
40 not be brought for the remainder of the school year.

41 (d) c In no case shall a group of bargaining unit members that
42 does not participate in a partial variance be adversely

1 affected by the implementation of the partial variance.
2 Those that do not participate shall be accorded all rights
3 specified in the Collective Bargaining Agreement.
4

5 **ARTICLE XXVIII: TERM OF AGREEMENT**

6 This agreement shall remain in full force and effect up to and
7 including June 30, 2018~~9~~ and from year-to-year thereafter unless either
8 party submits a request to the other to terminate, modify or amend the
9 agreement.

10 No sooner than March 15, 2018 9, or March 15 of any successive
11 year, and no later than April 15, 2018 9 or April 15 of any successive year,
12 the party wishing to terminate, modify, or amend the agreement shall submit
13 in writing its request to do so, accompanied by its initial proposals for a
14 successor agreement. Meeting and negotiating in connection with such
15 proposals as well as appropriate counterproposals shall commence no later
16 than May 15 following receipt thereof.
17

18 **ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION**

19 K-2 Reading Teachers

20
21 4. During the first ~~three (3)~~ ninety (90) instructional days of the school
22 year, all K-2 Reading Teachers will attend three (3) days of district
23 training/professional development in order to coordinate services to sites.
24

25 6. For transfer purposes, upon the first day of their second year, K-2
26 Reading Teachers will maintain site rites at their current site.

27 6 7. K-2 Reading Teachers shall not be used to substitute in the event of a
28 substitute shortage.
29
30
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35

**Memorandum of Understanding
between the Oxnard School District
and
Oxnard Educators Association
July 1, 2019 – June 30, 2020**

The Oxnard School District and the Oxnard Educators Association agree to the following language for use of the funds generated by OEA Members who opt-out of the health insurance plan:

For the 2019-2020 School Year:

The amount of funds available for the opt-out funds from 2018-19 is \$779,904.48. Based on current active enrollees of 736, the amount available for the 736 actives is \$1056.65/year or \$96.33/month (11 months).

These numbers may be adjusted based on the number of OEA opt-outs and the number of OEA active enrollees.

This Memorandum of Understanding shall sunset on June 30, 2020



Oxnard Educators Association



Oxnard School District

6-6-19

Dated

6-6-19

Dated

OXNARD SCHOOL DISTRICT
COUNTERPROPSAL TO THE
OXNARD EDUCATORS ASSOCIATION
March 26, 2019

Memorandum of Understanding

District MOU Proposal: The District presents a proposal through a Memorandum of Understanding regarding a stipend for general education teachers in grades 6-8 whose assignment includes co-taught classes.

The Oxnard School District and the Oxnard Educators Association agree to the following language:

General education teachers utilizing a co-teaching model shall receive a \$500 stipend for taking part in a pre-conference to discuss the components of the co-teaching model. In addition, they will have a post-conference to evaluate the effectiveness of the co-teaching model.

This MOU sunsets on June 30, 2020.

Dated: 6/14/19

By: 
Oxnard Educators Association

Dated: 6-14-19

By: 
Oxnard School District

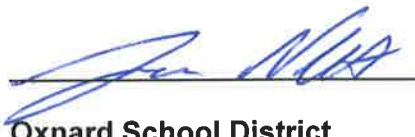
**Memorandum of Understanding
Between the Oxnard School District
and
Oxnard Educators Association
July 1, 2019 – June 30, 2020**

In the event a class of 6th grade exceeds thirty-four (34) students, the teacher of that class shall receive additional compensation equal to \$45.00 per month for each student over thirty-four (34). This shall apply whether a student is in the class for one (1) day or the entire month. The class size compensation does not include physical education. For 6th grade physical education classes, class size shall not exceed thirty-eight (38) students.

This Memorandum of Understanding shall sunset on June 30, 2020.



Oxnard Educators Association



Oxnard School District

June 6, 2019

DATE

6-6-19

DATE

Pierce, Paulina

From: Stacie Thurman <oxnardea@gmail.com>
Sent: Monday, June 17, 2019 10:40 AM
To: Vaca, Jesus; Morales, Cesar; Penanhoat, Janet
Cc: Pierce, Paulina
Subject: OEA Contract Ratification Notice 2018-2019

Dear Jesus, Cesar and Janet,

This email is to notify you that the 2018-2019 contract was ratified by the members of the Oxnard Educators Association on June 17, 2019.

Best Regards,

--

Stacie Thurman, President
Oxnard Educators Association
2775 N. Ventura Rd. Suite 108
Oxnard, CA 93036
(805) 981-6424 office
(805) 415-3960 cell
oxnardea@gmail.com
www.oxnardea.org website

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section D: Action Items

Approval of the Revisions to the Oxnard School District and Oxnard Supportive Services Association (“OSSA”) 2018-19 Collective Bargaining Agreement (Vaca)

The Oxnard School District (District) and the Oxnard Supportive Services Association have reached a tentative agreement for the 2018-2019 school contract year. The negotiating teams met from October 2018 through June 2019. The following individuals participated in the sessions:

OSSA Bargaining Team:

Brenda Muth, President
Monica Garcia
Shiri Hermesh
Lauren Kaprielian
Annette Murguia
Steve Tobey
Irene Zavala

District Bargaining Team:

Dr. Jesus Vaca, Lead Negotiator
Janet Penanhoat
Dr. Edd Bond
Bertha Anguiano
Chris Ridge
Katrina Madden
Amelia Sugden

The following articles were revised:

ARTICLE 7: ASSIGNMENT OF UNIT MEMBERS
ARTICLE 9: EVALUATIONS
ARTICLE 11: LEAVE PROVISIONS
ARTICLE 16: SALARIES
ARTICLE 22: TERM

FISCAL IMPACT:

\$186,552 from the general fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2018-2019 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Supportive Services Association, as presented.

ADDITIONAL MATERIALS:

Attached: [OSSA CBA revisions \(eight pages\)](#)

Article 7: ASSIGNMENT OF UNIT MEMBERS

7.4.1.4 If the District reassigns a bargaining unit member to another school site, the member shall be paid up to 16 hours in order to relocate (at their per diem rate).

Article 9: EVALUATIONS

9.3 Evaluation process: *The unit member shall be notified in writing or email by the supervisor within thirty (30) calendar days from the commencement of duties whether the unit member will be evaluated or not in that school year and who will be conducting the evaluation..*

During the evaluation year, the unit member's evaluator shall observe the unit member and/or gather information related to the unit member's performance (e.g., reports, IEPs, etc.). If personal observation of the work of a unit member is necessary, it shall be conducted openly and with full knowledge of the unit member.

9.7.1 Permanent unit member shall be evaluated at least once every other school year. *The unit member shall be notified in writing or email by the supervisor within thirty (30) calendar days from the commencement of duties whether the unit member will be evaluated or not in that school year and who will be conducting the evaluation.* The unit member's evaluator shall observe the unit member and/or gather information related to the unit member's performance (e.g., reports, IEPs, etc.) no later than one hundred twenty (120) calendar days after the commencement of duties in each evaluation year. The evaluator shall present a written summary of the observation or other evaluation data, to the unit member within fifteen (15) work days following the observation. A meeting shall be held between the unit member and their evaluator to discuss and review the Conference Summary providing feedback to the unit member regarding strengths and areas for improvement, if any. The evaluator and unit member shall sign and date the conference summary. The unit member's signature does not necessarily indicate the unit member's agreement with the summary. Within three (3) work days thereafter, the unit member shall sign the summary indicating only that he/she has read the summary, understands it and has been given the opportunity of responding to it in writing. The unit member's written response, if any, shall be attached to the summary and become a permanent part thereof.

Article 11: LEAVE PROVISIONS

11.3 Personal Necessity. A unit member at his/her election may claim and deduct up to ~~eight (8)~~ [eleven (11)] days per year from his/her accumulated sick leave for reasons due to

personal emergency or necessity. The charges of such absences to the unit member's accumulated sick leave shall be subject to approval by the Superintendent or designee. Absences which may be charged to the accumulated sick leave under this section include but are not limited to the following categories:

11.10 ~~Catastrophic Sick Leave Donation Plan~~ Catastrophic Leave

11.10.1 **Definition:** Catastrophic Leave is intended for exceptional and demonstrable hardship case, and is not to be considered or treated as a routine extension of paid status for employees who have, by previous absences, exhausted their sick leave and vacation leave. Catastrophic leave shall be limited to the unit member and member's immediate family including parents and children.

The Oxnard School District Catastrophic Leave Bank program is intended to provide emergency financial support and to relieve financial hardship in situations where a serious illness or injury incapacitates the employee for an extended period of time, or incapacitates an immediate family member, requiring the employee to be absent from work for an extended period of time to care for that family member per [California Education code section 44043.5(1)].

Due to the subjective nature of diagnosis for stress and other psychological illnesses, such illnesses shall not qualify for catastrophic leave unless they involve extended hospitalization.

11.10.2. The intent of the Catastrophic Leave Bank is to provide Oxnard School District employees (Management, Confidential, OSSA, and CSEA) economic relief for devastating personal health circumstances.

Catastrophic Leave may not be used for:

- a. Elective Surgery
- b. Personal Necessity Leave
- c. Normal Pregnancy
- d. Bereavement

11.10.3 The groups agree to create a Catastrophic Leave Bank effective September of 2019. The Catastrophic Leave Bank shall be funded in accordance with the terms below.

11.10.4 For the purpose of this section, a “day” shall be any day an eligible permanent employee is expected to be on duty.

11.10.5 Days in the Catastrophic Leave Bank shall accumulate from year to year.

11.10.6 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

11.10.7 Eligibility and Contributions:

11.10.7.1 At the beginning of each school year, eligible permanent employees may elect to contribute to the catastrophic Leave Bank. Participation is voluntary and only contributors will be permitted to draw from the Bank. Each person’s contribution shall be based on a full working day or be prorated to the percentage of the person’s daily assignment if less than a full day.

11.10.7.2 Open enrollment shall commence on July 1 and close on September 30 in each year for establishing and then sustaining the Catastrophic Leave Bank. A second enrollment shall commence on February 1 and close on February 28 for any unit member who wishes to participate.

11.10.7.3 A Catastrophic Leave Committee will be established each year to monitor the program, review requests and determine eligibility to receive a donation of days. The Committee will be comprised of the Assistant Superintendent of Human Resources, 1 management/confidential, 2 OSSA members, and 2 CSEA Members selected by each unit. The Assistant Superintendent of Human Resources shall have the responsibility of maintaining records for the program.

11.10.7.4 The initial donation shall be one day per participant. When the Committee determines a need, new donation forms will be distributed to all eligible permanent employees to rebuild the bank.. Eligible permanent employees shall be considered active in the Bank as long as they have donated at least one day in any school year when donations are solicited. If the bank falls below 61 days, a second collection shall be asked of all unit members. If a unit member donated at the beginning of the year, and is now unable to donate, a unit member shall still be considered an active participant for the remainder of the year. If a participating unit member

has more than 10 sick days, the unit member shall be required to donate a second day in order to replenish and sustain the Catastrophic Leave Bank. If a participating member has less than 10 sick days and does not voluntarily donate a day, they will be required to donate at the beginning of the next year in order to continue participation in the Bank. If it is a year requiring a donation, the member will be required to donate two days to remain active.

If no donations are solicited, then a member will stay active unless they choose to cancel. Donated days will not be returned upon cancellation and the participant will not be eligible to receive a donation of days after submitting a cancellation. Unused days shall carry-over and remain in the Bank from year to year.

- 11.10.7.5 If the number of days in the Bank at the beginning of the school year exceeds 400 days, no contribution shall be required.
- 11.10.7.6 Participants or their representative may request a draw from the bank only after all paid leaves including differential/half pay no more than 5 months for OSSA members (100 days for CSEA) have been exhausted. If the participant is also entitled to FMLA (Family Medical Leave Act), the twelve work weeks within a twelve-month period shall run concurrently with the use of Catastrophic Leave. Eligible permanent employees may request up to 60 days of leave from the Bank. Requests will be addressed by the Committee within 10 working days. Requests for additional days from the Bank may be requested and will be granted at the discretion of the Catastrophic Leave Committee.
- 11.10.7.7 If any Catastrophic Leave Bank days are granted by the Committee to an applicant for a specific and qualified reason are not needed or used, the days shall be returned to the Bank. If the request is approved or denied, the bargaining unit member making the request shall be notified in writing of the decision. This decision shall be final and not subject to the grievance process of the agreement.
- 11.10.7.8 Catastrophic Leave will require a medical verification to substantiate the illness or injury.

~~11.10.1 A unit member may donate up to three (3) days of sick leave per year to a catastrophic leave plan subject to the terms and provisions of this section. Sick leave which is donated under this section shall be deducted from the accrued sick leave authorized under Paragraph 11.2, Sick Leave.~~

~~11.10.2 Only a permanent employee who, as a result of a catastrophic illness or injury, as defined below, has exhausted all paid personal injury and illness leave entitlement, may request and utilize the leave provided hereunder. No such leave may be drawn for an injury or illness which arises out of employment.~~

~~11.10.3 A catastrophic injury or illness shall be defined as any injury or illness which for a period of not less than ninety (90) consecutive days, has caused an employee to be incapacitated from the performance of duty as an employee of the District, or is reasonably certain to result in such incapacity for ninety (90) consecutive days, based upon competent medical evidence.~~

~~An employee who qualifies for a catastrophic injury or illness leave may not draw upon such leave until exhaustion of all paid illness and injury leave, including differential pay leave.~~

~~11.10.3.1 Unit members wishing to solicit donations of sick leave shall provide the Assistant Superintendent of Human Resources and Support Services with a written request to participate in the program. The request shall include a description of the illness necessitating the request. A verification of the information in the request from the unit member's physician shall be attached. Family members or Association representatives may draft a request in cases where illness prevents the unit member from completing a request. The above information shall be confidential in nature and for personnel office use only.~~

~~11.10.3.2 The District shall publish and post a request for donation notice at each District work site. The notice shall specify a window period for receipt of donations of fifteen (15) work days from the date the notice is published. The notice shall include the name of the requesting unit member and work site. The nature of their illness will be provided only if written authorization is received directly from the unit member and/or family representative.~~

~~11.10.3.3 Employees may donate up to a maximum equivalent of three (3) days of sick leave per year. Employees may not donate sick leave if, as a result of the donation, their balance of accumulated sick leave falls below the equivalent of twenty (20) days. Donations~~

~~of sick leave shall be submitted to the District Personnel Office on a form provided by the District. Donations shall be transferred to the leave balance of the unit member requesting the donation, regardless of the classification/salary of employees donating and receiving donations. The District shall provide employees donating leave with a verification of sick leave days transferred to the requesting unit member. Donation will be processed and applied on a first received basis. Unused donation days will be returned to the donor.~~

~~11.10.3.4 A maximum of fifty (50) days per year may be donated by bargaining unit members. An eligible employee may take a portion or all of the fifty (50) days.~~

~~If any provision of this section is held to be unlawful, then this entire section shall be null and void.~~

~~This section supersedes and satisfies any obligations of the District under Education Code section 44043.5.~~

Article 16: SALARIES

16.1 OSSA and OSD agree to ~~2~~ **1.25%** on salary schedule (ongoing), retroactive to July ~~1, 2018~~ 2016 and ~~2%~~ **\$288** off schedule (one-time payment).

Article 23: TERM

This Agreement shall become effective July 1, 2016~~8~~ and shall remain in full force and effect up to an including June 30, 2019 and shall continue in effect year-by-year, unless one of the parties notifies the other in writing no later than April 1 of each year of its request to modify, amend, or terminate the agreement. No sooner than January 1, 2017~~9~~ or January 1 of any successive year, and no later than March 1, 2017~~9~~ or March 1 of any successive year, the party wishing to modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement. Meeting and negotiating in connection with such proposals as well as appropriate counter-proposals shall commence no later than April 1 following receipt thereof. Either party may reopen to negotiate Article 16, Salaries and Article 18, Fringe Benefits. Additional articles, up to a maximum of three (3) by each party may be re-opened, provided, however, that if the re-opener proposals from both parties exceed three (3) articles, then the articles to be re-opened shall be selected by mutual agreement of the parties.

7.10.19; 7.11.19; 7.12 19 pp

Oxnard Support Services Association (OSSA)
 2018-19 Salary Schedule effective 07/01/2018

Nurse		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 416	\$ 76,139	\$ 1,813
Step 2	\$ 436	\$ 79,874	
Step 3	\$ 458	\$ 83,823	
Step 4	\$ 481	\$ 87,992	
Step 5	\$ 505	\$ 92,400	

Nurse w/Masters*		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 468	\$ 85,717	\$ 2,029
Step 2	\$ 492	\$ 89,997	
Step 3	\$ 516	\$ 94,516	
Step 4	\$ 543	\$ 99,308	
Step 5	\$ 567	\$ 103,779	

School Counselor		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 445	\$ 81,473	\$ 1,933
Step 2	\$ 481	\$ 87,973	
Step 3	\$ 516	\$ 94,473	
Step 4	\$ 552	\$ 100,973	
Step 5	\$ 587	\$ 107,473	

Coordinator (Nurse)		Days 210	
	Daily Rate	Column	Anniversary
Step 1	\$ 501	\$ 105,143	\$ 2,466
Step 2	\$ 523	\$ 109,742	
Step 3	\$ 546	\$ 114,561	
Step 4	\$ 571	\$ 119,818	
Step 5	\$ 597	\$ 125,294	

Speech Therapist		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 468	\$ 85,717	\$ 2,029
Step 2	\$ 492	\$ 89,997	
Step 3	\$ 516	\$ 94,516	
Step 4	\$ 543	\$ 99,308	
Step 5	\$ 567	\$ 103,779	

Psychologist		Days 195	
	Daily Rate	Column	Anniversary
Step 1	\$ 506	\$ 98,701	\$ 2,321
Step 2	\$ 529	\$ 103,144	
Step 3	\$ 553	\$ 107,812	
Step 4	\$ 578	\$ 112,710	
Step 5	\$ 604	\$ 117,855	

Coordinator		Days 180	
	Daily Rate	Column	Anniversary
Step 1	\$ 501	\$ 90,122	\$ 2,128
Step 2	\$ 523	\$ 94,064	
Step 3	\$ 546	\$ 98,195	
Step 4	\$ 571	\$ 102,701	
Step 5	\$ 597	\$ 107,395	

Coordinator		Days 205	
	Daily Rate	Column	Anniversary
Step 1	\$ 501	\$ 102,639	\$ 2,409
Step 2	\$ 523	\$ 107,129	
Step 3	\$ 546	\$ 111,834	
Step 4	\$ 571	\$ 116,965	
Step 5	\$ 597	\$ 122,311	

Coordinator		Days 190	
	Daily Rate	Column	Anniversary
Step 1	\$ 501	\$ 95,129	\$ 2,240
Step 2	\$ 523	\$ 99,290	
Step 3	\$ 546	\$ 103,651	
Step 4	\$ 571	\$ 108,406	
Step 5	\$ 597	\$ 113,362	


Behavior Specialist and Program Specialist are on Coordinator 190 day schedule.

Inactive Classifications:

Coordinator - GATE	180 Days
Coordinator - Reading First	180 Days
Coordinator - Title VII Prof. Develop.	180 Days
Coordinator - Prof. Develop.	225 Days
Coordinator - Educational Media Tech	225 Days
Senior Psychologist	225 Days
Senior Speech Therapist	225 Days

*Masters must be in Nursing, Public Health or Education

Anniversary increments in the amount of \$600 shall be granted at the beginning of the 9th year and 2.25% of Step 1 of the employee's salary, plus \$100 shall be granted at the beginning of the 12th, 15th, 18th, 21st, 24th, 27th, 30th, 33rd, 36th and 39th years of service to the District. An annual doctorate stipend of \$500 will be offered. An annual stipend of \$1,000 will be offered to the Senior Psychologist and the Senior Speech Therapist.



From: Muth, Brenda
Sent: Thursday, June 20, 2019 12:51 PM
To: Vaca, Jesus
Cc: Pierce, Paulina; Penanhoat, Janet
Subject: Raise Ratification

Hi Dr. Vaca,

We held a vote for OSSA members via email today and passed the proposal for a raise.

Please let me know if you have questions.

Thanks,

Brenda Muth

District Psychologist
McKinna School
Oxnard School District

805-385-1501 x2206

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section D: Action Items

Declaration of Need for Fully Qualified Educators for the 2019-20 School Year (Vaca)

Form CL- 500 is issued by the State of California Commission on Teacher Credentialing. This form is a Declaration of Need for Fully Qualified Educators. By submitting this annual declaration, the District is certifying a diligent search to recruit fully prepared teachers for any assignments made, or if a suitable fully prepared teacher is not available, the District will make a reasonable effort to recruit, based on the priority stated on the form submitted.

This authorizes the District to hire a teacher under an intern program or a limited assignment permit. The District does not anticipate the need for any non-fully qualified teachers. This application is required by the State of California Commission on Teacher Credentialing and is only for precaution.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the Declaration of Need for Fully Qualified Educators for the 2019-2020 school year and authorizes its submission to the State of California Commission on Teacher Credentialing.

ADDITIONAL MATERIALS:

Attached: [Declarations of Need \(five pages\)](#)



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2019/2020

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Oxnard School District District CDS Code: 72538

Name of County: Ventura County CDS Code: 56

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 07 / 2019 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2020.

Submitted by (Superintendent, Board Secretary, or Designee):

Karling AguileraFort Superintendent

Name

Signature

Title

805-486-3408

805-385-1501

08/07/2019

Fax Number

Telephone Number

Date

1051 S A Street Oxnard School District

Mailing Address

kaguilerafort@oxnardsd.org

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	5 _____
Bilingual Authorization (applicant already holds teaching credential)	10 _____
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	15 _____
Teacher Librarian Services	1 _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	5
Special Education	5
TOTAL	15

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. The district participates in an university internship program

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 15

If yes, list each college or university with which you participate in an internship program.

California State universities (Channel Island, Dominguez Hills, Northridge)
California Lutheran University, University of La Verne, University of California (Los Angeles, Santa Barbara), Azusa Pacific University, National University

If no, explain why you do not participate in an internship program.



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

ANNUAL STATEMENT OF NEED 30-DAY SUBSTITUTE and DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS

INSTRUCTIONS TO THE EMPLOYER

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district's statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026

This form must be signed by either:

The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

OR

The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

Certification and Authorized Signature

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

OR

The situation or circumstances that necessitate the use of an emergency permit holder are as follows:
(Attach additional sheets, if necessary.)

I hereby certify that all of the information contained in this statement of need is true and correct.

Signature of the District Superintendent *District* *Date*

Signature of the County Superintendent of Schools *County* *Date*

It is not necessary to submit this form to the Commission on Teacher Credentialing.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section D: Action Items

Approval of the Revisions to the Oxnard School District and California School Employees Association, Chapter 272 (“CSEA”) 2018-19 Collective Bargaining Agreement (Vaca)

The Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) have reached a tentative agreement for the 2018-2019 school contract year. The negotiating teams met from October 2018 through June 2019. The following individuals participated in the sessions:

CSEA Bargaining Team:

Ilene Poland, President
John Avalos
Yvonne Brown
Sylvia Carillo
Gricet Renteria
Christian Vasquez
Roderick Warrick
Andy Olmos
Christopher Crump

District Bargaining Team:

Dr. Jesus Vaca, Lead Negotiator
Janet Penanhoat
Dr. Edd Bond
Chantal Anderson
David Fateh
Chris Ridge
Sally Wennes

The following article revisions and Memorandums of Understanding (MOU) were approved by both teams:

ARTICLE 2: CHECK-OFF AND ORGANIZATIONAL SECURITY

ARTICLE 9: PAY ALLOWENCES

ARTICLE 13: HEALTH AND WELFARE BENEFITS

ARTICLE 16: LEAVES

MOU: Reduction in Work Year/Hours, GASB funds, 2019-20 work calendar

MOU: Seniority and Longevity pertaining to Campus Assistants

MOU: Opt Outs of health insurance coverage

FISCAL IMPACT:

\$644,391 from the general fund.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2018-2019 Collective Bargaining Agreement between the

Oxnard School District and the California Employees Association, Chapter 272, as presented.

ADDITIONAL MATERIALS:

Attached: [CSEA chapter 272 CBA revisions \(19 pages\)](#)

Oxnard School District
and
The California School Employees Association and Its Oxnard Chapter 272
Tentative Agreement
June 25, 2019

The Oxnard School District (District) and the California School Employees Association and its Oxnard Chapter 272 (CSEA) have met and negotiated for the 2018-19 school year. Attached are agreed upon articles and language.

For the District



Dr. Jesus Vaca, Negotiator


Janet Penanhoat, Negotiator


Dr. Edd Bond, Negotiator


Chris Ridge, Negotiator



Sally Wennes, Negotiator


Chantal Anderson, Negotiator

For CSEA


Ilene Poland, Negotiator


John Avalos, Negotiator

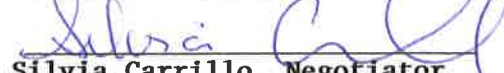

Yvonne Brown, Negotiator


Pamela Ibarra, Negotiator


Gricet Renteria, Negotiator


Christian Vasquez, Negotiator


Andy Olmos, Negotiator


Silvia Carrillo, Negotiator

ARTICLE 2: CHECK-OFF AND ORGANIZATIONAL SECURITY

2.1 Check-Off: CSEA shall have the sole and exclusive right to have membership dues ~~and service fees~~ deducted for members of the bargaining unit by the District. The District shall, upon appropriate written authorization from any member of the bargaining unit, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within fifteen (15) days of the deductions all sums so deducted.

2.2 Dues Deductions:

~~2.2.1~~ The District shall deduct, in accordance with the CSEA dues ~~and service fee~~ schedule attached hereto and marked Appendix C B, dues from the wages of all unit members who are members of CSEA on the date of the execution of this Agreement, and from the wages of all members of the bargaining unit who, after the date of execution of this Agreement, become members of CSEA and submit to the District the dues authorization form.

~~2.2.2~~ The District shall immediately notify the CSEA chapter president if any unit member revokes his/her dues authorization.

2.3 Service Fee:

~~2.3.1~~ CSEA and the District agree that each member of the bargaining unit should contribute equally toward the cost of administration of this Agreement by CSEA and for representation of members of the bargaining unit of CSEA. *This article will sunset effective June 27, 2018.*

~~2.3.2~~ Members of the bargaining unit who are not members of CSEA on the effective date of this Agreement and unit members who hereafter come into the bargaining unit shall either, within thirty (30) days of the date of this Agreement, or within thirty (30) days of their employment or rehire, or within thirty (30) days of their return from an unpaid leave of absence, apply for membership and execute an authorization for dues deduction on a form provided by CSEA, or in the alternative, the District shall deduct from the salaries of unit members not applying for membership a service fee as set forth in the CSEA Dues Service Fee Schedule attached hereto as Appendix B and incorporated herein by reference as though fully set forth.

~~2.3.3~~ However, nothing contained herein shall prohibit a unit member from paying service fees directly to CSEA in accordance with CSEA procedure.

2018-19 CSEA, CHAPTER 272 COLLECTIVE BARGAINING AGREEMENT (CBA)
REVISIONS

~~2.3.4~~ In the event that a unit member revokes his/her dues or service fee authorization or fails to make arrangements with CSEA for the direct payment of service fees, the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.

~~2.4~~ Religious Objection:

~~2.4.1~~ Any unit member covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment, except that once such unit member has submitted evidence to CSEA which proves that he/she sincerely holds such beliefs will be required in lieu of such service fees, to pay sums equal to such service fees to a nonreligious, nonlabor organization charitable fund, exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, chosen by the unit member from the following list of three (3):

~~(a) United Way;~~

~~(b) Salvation Army; or~~

~~(c) Ronald McDonald House Charities~~

~~2.4.2~~ Evidence that such a unit member belongs to a religious body described herein shall, within thirty (30) days of the date of this Agreement, or their employment, be presented to CSEA and the unit member shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the three (3) organizations listed in Section 2.4.1 of this Agreement. In the alternative, such unit member shall provide proof that payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative.

2.53 Hold Harmless: CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.

//

ARTICLE 9: **PAY ALLOWANCES**

9.1.2 The District agrees to provide the same aggregate total cost percentage to CSEA members as it provides to any other employee groups. For the 2017~~8~~-189 school year, the aggregate total increase will be 1.25% on schedule

retroactive to July 1, 2017⁸ and the District will cover increase in health benefits cap (\$51.00) for 2019-20 ONLY.

//

ARTICLE 13: **HEALTH AND WELFARE BENEFITS**

13.1 The District and the Association hereby agree to provide for group health insurance through Self- Insured Schools of California (SISC) and, therefore, agree to be bound thereto through and by the terms and conditions of the SISC Participation Agreement. Such Participation Agreement and Summary Plan Description (SPD), as may be amended by the parties from time to time, may be found on the Oxnard School District web page, and as such, are fully incorporated herein by reference, as though fully set forth. If the member does not have internet access, a copy of each: the Summary Plan Description and Participation Agreement are available for review at the Oxnard District Office – in the Human Resources Department. *SISC will continue with the WABE option.*

13.5.1.4 Beginning 2007-2008 School Year, the Association agrees to annually contribute \$433,457 into a Special Fund Irrevocable Trust to be used for future retiree benefits. The Association and the District agree that this dollar amount that shall be set aside annually into the fund, is from the Association budget share of the CSEA's total costs. Effective January 1, 2017, these funds are no longer contributed and the amount has been added to the District cap on health insurance. The funds already deposited into the trust will remain in CSEA's account to be held for future retiree benefit payments. *CSEA will be provided an annual update.*

//

ARTICLE 16: **LEAVES**

16.1.2.8 **PARENTAL LEAVE**

Under California Ed. Code 44977.5 and 45196.1, a bargaining unit member who has worked 12 months in the district may elect to utilize up to twelve (12) weeks of Parental Leave occasioned by the birth of a bargaining unit member's child, or for placement of a child in connection with the bargaining unit member's adoption or foster child care.

The twelve (12) week Parental Leave shall run concurrently with CFRA. The twelve (12) week Parental Leave shall run concurrently with Sick Leave Use (including 100 days of Sick Leave under Education Code Section 45191) for

Adoption/Paternity/Foster Care for a bargaining unit member's adoption or foster child care.

A bargaining unit member has the option of using any accumulated sick leave for the twelve (12) week Parental Leave. If a bargaining unit member exhausts his/her accumulated sick leave prior to the expiration of the twelve (12) week Parental Leave, and continues to be absent from his or her duties on account of Parental Leave, the amount deducted from the bargaining unit member's salary for the remainder of the twelve (12) weeks shall be 50% of his/her pay after he/she exhausts accrued full-pay sick leave in accordance with Article 16.7.1. In order to qualify for 50% pay, a member must exhaust all accrued full-pay sick leave.

An employee shall not be provided more than one twelve (12) week period for Parental Leave during any 12-month period. If a school year terminates before the twelve (12) week period is exhausted, the employee may take the balance of the twelve (12) week period in the subsequent school year.

//

16.17 Catastrophic Sick Leave:

Definition: Catastrophic Leave is intended for exceptional and demonstrable hardship case, and is not to be considered or treated as a routine extension of paid status for employees who have, by previous absences, exhausted their sick leave and vacation leave. Catastrophic leave shall be limited to the unit member and member's immediate family including parents and children.

The Oxnard School District Catastrophic Leave Bank program is intended to provide emergency financial support and to relieve financial hardship in situations where a serious illness or injury incapacitates the employee for an extended period of time, or incapacitates an immediate family member, requiring the employee to be absent from work for an extended period of time to care for that family member per [California Education code section 44043.5(1)].

Due to the subjective nature of diagnosis for stress and other psychological illnesses, such illnesses shall not qualify for catastrophic leave unless they involve extended hospitalization. The intent of the Catastrophic Leave Bank is to provide Oxnard School District employees (Management, Confidential, OSSA, and CSEA) economic relief for devastating personal health circumstances.

Catastrophic Leave may not be used for:

- a. Elective Surgery
- b. Personal Necessity Leave
- c. Normal Pregnancy
- d. Bereavement

The groups agree to create a Catastrophic Leave Bank effective September of 2019. The Catastrophic Leave Bank shall be funded in accordance with the terms below.

For the purpose of this section, a "day" shall be any day an eligible permanent employee is expected to be on duty.

Days in the Catastrophic Leave Bank shall accumulate from year to year.

Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

Eligibility and Contributions:

At the beginning of each school year, eligible permanent employees may elect to contribute to the

catastrophic Leave Bank. Participation is voluntary and only contributors will be permitted to draw from the Bank. Each person's contribution shall be based on a full working day or be prorated to the percentage of the person's daily assignment if less than a full day.

Open enrollment shall commence on July 1 and close on September 30 in each year for establishing and then sustaining the Catastrophic Leave Bank. A second enrollment period shall commence on February 1, and close on February 28, for any unit member who wishes to participate.

A Catastrophic Leave Committee will be established each year to monitor the program, review requests and determine eligibility to receive a donation of days. The Committee will be comprised of the Assistant Superintendent of Human Resources, 1 management/confidential, 2 OSSA members, and 2 CSEA Members selected by each unit. The Assistant Superintendent of Human Resources shall have the responsibility of maintaining records for the program.

The initial donation shall be one day per participant. When the Committee determines a need, new

donation forms will be distributed to all eligible permanent employees to rebuild the bank. Eligible permanent employees shall be considered active in the Bank as long as they have donated at least one day in any school year when donations are solicited. If the

bank falls below 61 days, a second collection shall be asked of all unit members. If a unit member donated at the beginning of the year, and is now unable to donate, a unit member shall still be considered an active participant for the remainder of the year. If a participating unit member has more than 10 sick days, the unit member shall be required to donate a second day in order to replenish and sustain the Catastrophic Leave Bank. If a participating member has less than 10 sick days and does not voluntarily donate a day, they will be required to donate at the beginning of the next year in order to continue participation in the Bank. If it is a year requiring a donation, the member will be required to donate two days to remain active. If no donations are solicited, then a member will stay active unless they choose to cancel. Donated days will not be returned upon cancellation and the participant will not be eligible to receive a donation of days after submitting a cancellation. Unused days shall carry-over and remain in the Bank from year to year.

If the number of days in the Bank at the beginning of the school year exceeds 400 days, no contribution shall be required.

Participants or their representative may request a draw from the bank only after all paid leaves including differential/half pay no more than 5 months for OSSA members (100 days for CSEA) have been exhausted. If the participant is also entitled to FMLA (Family Medical Leave Act), the twelve work weeks within a twelve-month period shall run concurrently with the use of Catastrophic Leave. Eligible permanent employees may request up to 60 days of leave from the Bank. Requests will be addressed by the Committee within 10 working days. Requests for additional days from the Bank may be requested and will be granted at the discretion of the Catastrophic Leave Committee.

If any Catastrophic Leave Bank days are granted by the Committee to an applicant for a specific and qualified reason are not needed or used, the days shall be returned to the Bank. If the request is approved or denied, the bargaining unit member making the request shall be notified in writing of the decision. This decision shall be final and not subject to the grievance process of the agreement.

Catastrophic Leave will require a medical verification to substantiate the illness or injury.

~~16.17.1 A "catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family (defined as: spouse, domestic partner or child of the unit member) whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended~~

2018-19 CSEA, CHAPTER 272 COLLECTIVE BARGAINING AGREEMENT (CBA)
REVISIONS

~~time off work creates a financial hardship for the employee because he/she has exhausted all of his/her fully paid sick leave and other fully paid time off.~~

~~16.17.1.1 The intent of this leave is to provide unit members economic relief for devastating personal health circumstances. Catastrophic leave may not be used for: Elective Surgery, Personal Necessity Leave, Normal Pregnancy, Substance Abuse Rehabilitation or Bereavement.~~

~~16.17.2. Catastrophic Sick Leave Donation Plan Permanent unit members or family members who are experiencing catastrophic illness and have exhausted all their fully paid leave may request direct donations of accumulated unused sick leave from District permanent unit members who wish to donate directly to that individual.~~

~~The following conditions apply:~~

~~16.17.2.1 Unit members wishing to solicit donations of sick leave shall provide the Assistant Superintendent of Human Resources, or designee, with a written request to participate in the program. The request shall include a description of the illness necessitating the request. A verification of the information in the request from the unit member's physician shall be attached. Family members or Association representatives may draft a request in cases where illness prevents the unit member from completing a request. The above information shall be confidential in nature and for personnel office use only. The unit member or designee shall provide permission to the District for releasing confidential information for use when soliciting donations.~~

~~16.17.2.2 The District shall publish and post a request for donation notice at each District work site. The notice shall specify a window period for receipt of donations of fifteen (15) workdays from the date the notice is published. The notice shall include the name of the requesting unit member and work site. The nature of their illness will be provided only if written authorization is received directly from the unit member and/or family representative.~~

2018-19 CSEA, CHAPTER 272 COLLECTIVE BARGAINING AGREEMENT (CBA)
REVISIONS

~~16.17.2.3 — Unit members may donate up to a maximum equivalent of three (3) days of their sick leave per year. Unit members may not donate sick leave if, as a result of the donation, their balance of accumulated sick leave falls below the equivalent of fifteen (15) days. Donations of sick leave shall be submitted to the Classified Personnel Office on a form provided by the District. Donations shall be transferred to the leave balance of the unit member requesting the donation, regardless of the classification/salary of unit members donating and receiving donations. The District shall provide unit members donating leave with a verification of sick leave days transferred to the requesting unit member. Donations will be processed and applied on a first-received basis. Unused donation days will be returned to the donor.~~

~~16.17.2.4 — Unit members receiving donations shall be limited to a maximum equivalent of 50 of their days per catastrophic illness or injury. A unit member cannot request catastrophic leave for the same illness or injury for a two (2) year period from the last date of usage of catastrophic leave.~~

~~16.17.2.5 — Unit members may choose to utilize the donated sick leave to coordinate with their “Entitlement to other sick leave” in section 16.7.1 in order to provide a full day’s wage for a total of 100 days.~~

~~16.18 — Pursuant to California Family Code Section 297, all references to “spouse” in Article 16 shall be applied to include “state registered domestic partner.” Wherever ‘spouse’ is mentioned within the Leave Article, it will be changed to read, “spouse/state registered domestic partner.”~~

~~16.19 — Emergency Leave: Natural Disasters — In the event an employee is unable to reach work from home because of conditions resulting from a natural disaster, i.e. flooding, landslides, earthquake, fire, the Board of Education shall grant an emergency leave of absence to the affected unit members. This leave shall be granted without loss of pay and shall not be charged against the employee’s Personal Necessity Leave or other paid leaves.~~

~~16.20 — Unpaid leaves (except for FMLA/CFRA) of more than thirty (30) days shall adjust the hire date of the unit member by the same number of unpaid days.~~

Rev. 07.19.19

Classified salary schedule with 1.25% increase eff 07/01/2018

	Step A	Step B	Step C	Step D	Step E
Range 3.0	\$1,569	\$1,649	\$1,731	\$1,818	\$1,907
Range 3.5	\$1,607	\$1,690	\$1,773	\$1,862	\$1,956
Range 4.0	\$1,649	\$1,731	\$1,818	\$1,907	\$2,003
Range 4.5	\$1,690	\$1,773	\$1,862	\$1,956	\$2,053
Range 5.0	\$1,731	\$1,818	\$1,907	\$2,003	\$2,105
Range 5.5	\$1,773	\$1,862	\$1,956	\$2,053	\$2,158
Range 6.0	\$1,818	\$1,907	\$2,003	\$2,105	\$2,210
Range 6.5	\$1,862	\$1,956	\$2,053	\$2,158	\$2,263
Range 7.0	\$1,907	\$2,003	\$2,105	\$2,210	\$2,318
Range 7.5	\$1,956	\$2,053	\$2,158	\$2,263	\$2,376
Range 8.0	\$2,003	\$2,105	\$2,210	\$2,318	\$2,435
Range 8.5	\$2,053	\$2,158	\$2,263	\$2,376	\$2,496
Range 9.0	\$2,105	\$2,210	\$2,318	\$2,435	\$2,555
Range 9.5	\$2,158	\$2,263	\$2,376	\$2,496	\$2,618
Range 10.0	\$2,210	\$2,318	\$2,435	\$2,555	\$2,687
Range 10.5	\$2,263	\$2,376	\$2,496	\$2,618	\$2,751
Range 11.0	\$2,318	\$2,435	\$2,555	\$2,687	\$2,820
Range 11.5	\$2,376	\$2,496	\$2,618	\$2,751	\$2,892
Range 12.0	\$2,435	\$2,555	\$2,687	\$2,820	\$2,959
Range 12.5	\$2,496	\$2,618	\$2,751	\$2,892	\$3,033
Range 13.0	\$2,555	\$2,687	\$2,820	\$2,959	\$3,109
Range 13.5	\$2,618	\$2,751	\$2,892	\$3,033	\$3,184
Range 14.0	\$2,687	\$2,820	\$2,959	\$3,109	\$3,262
Range 14.5	\$2,751	\$2,892	\$3,033	\$3,184	\$3,347
Range 15.0	\$2,820	\$2,959	\$3,109	\$3,262	\$3,425
Range 15.5	\$2,892	\$3,033	\$3,184	\$3,347	\$3,512
Range 16.0	\$2,959	\$3,109	\$3,262	\$3,425	\$3,596
Range 16.5	\$3,033	\$3,184	\$3,347	\$3,512	\$3,688
Range 17.0	\$3,109	\$3,262	\$3,425	\$3,596	\$3,777
Range 17.5	\$3,184	\$3,347	\$3,512	\$3,688	\$3,871
Range 18.0	\$3,262	\$3,425	\$3,596	\$3,777	\$3,964
Range 18.5	\$3,347	\$3,512	\$3,688	\$3,871	\$4,067
Range 19.0	\$3,425	\$3,596	\$3,777	\$3,964	\$4,164
Range 19.5	\$3,512	\$3,688	\$3,871	\$4,067	\$4,270
Range 20.0	\$3,596	\$3,777	\$3,964	\$4,164	\$4,374
Range 20.5	\$3,688	\$3,871	\$4,067	\$4,270	\$4,486
Range 21.0	\$3,777	\$3,964	\$4,164	\$4,374	\$4,594
Range 21.5	\$3,871	\$4,067	\$4,270	\$4,486	\$4,708
Range 22.0	\$3,964	\$4,164	\$4,374	\$4,594	\$4,823
Range 22.5	\$4,067	\$4,270	\$4,486	\$4,708	\$4,945
Range 23.0	\$4,164	\$4,374	\$4,594	\$4,823	\$5,063
Range 23.5	\$4,270	\$4,486	\$4,708	\$4,945	\$5,190
Range 24.0	\$4,374	\$4,594	\$4,823	\$5,063	\$5,313
Range 24.5	\$4,486	\$4,708	\$4,945	\$5,190	\$5,450
Range 25.0	\$4,594	\$4,823	\$5,063	\$5,313	\$5,576
Range 25.5	\$4,708	\$4,945	\$5,190	\$5,450	\$5,722
Range 26.0	\$4,823	\$5,063	\$5,313	\$5,576	\$5,857
Range 26.5	\$4,945	\$5,190	\$5,450	\$5,722	\$6,006
Range 27.0	\$5,063	\$5,313	\$5,576	\$5,857	\$6,147
Range 27.5	\$5,190	\$5,450	\$5,722	\$6,006	\$6,308
Range 28.0	\$5,313	\$5,576	\$5,857	\$6,147	\$6,454
Range 28.5	\$5,450	\$5,722	\$6,006	\$6,308	\$6,622
Range 29.0	\$5,576	\$5,857	\$6,147	\$6,454	\$6,779
Range 29.5	\$5,722	\$6,006	\$6,308	\$6,622	\$6,952
Range 30.0	\$5,857	\$6,147	\$6,454	\$6,779	\$7,117
Range 30.5	\$6,006	\$6,308	\$6,622	\$6,952	\$7,299
Range 31.0	\$6,147	\$6,454	\$6,779	\$7,117	\$7,472
Range 31.5	\$6,308	\$6,622	\$6,952	\$7,299	\$7,664
Range 32.0	\$6,454	\$6,779	\$7,117	\$7,472	\$7,846
Range 32.5	\$6,622	\$6,952	\$7,299	\$7,664	\$8,047
Range 33.0	\$6,779	\$7,117	\$7,472	\$7,846	\$8,239
Range 33.5	\$6,952	\$7,299	\$7,664	\$8,047	\$8,449
Range 34.0	\$7,117	\$7,472	\$7,846	\$8,239	\$8,652
Range 34.5	\$7,299	\$7,664	\$8,047	\$8,449	\$8,871
Range 35.0	\$7,472	\$7,846	\$8,239	\$8,652	\$9,085



Employee Anniversary Increments:
 Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

- 7 years of service: \$82.74
- 10 years of service: \$165.48
- 15 years of service: \$248.22
- 20 years of service: \$330.96
- 25 years of service: \$413.70

Night Shift Pay Differential:
 Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:
 Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

Classified salary schedule with 1.25% increase eff 07/01/2018

	Step A	Step B	Step C	Step D	Step E
Range 3.0	9.05	9.51	9.98	10.49	11.00
Range 3.5	9.27	9.75	10.23	10.74	11.29
Range 4.0	9.51	9.98	10.49	11.00	11.55
Range 4.5	9.75	10.23	10.74	11.29	11.85
Range 5.0	9.98	10.49	11.00	11.55	12.15
Range 5.5	10.23	10.74	11.29	11.85	12.45
Range 6.0	10.49	11.00	11.55	12.15	12.75
Range 6.5	10.74	11.29	11.85	12.45	13.06
Range 7.0	11.00	11.55	12.15	12.75	13.37
Range 7.5	11.29	11.85	12.45	13.06	13.71
Range 8.0	11.55	12.15	12.75	13.37	14.05
Range 8.5	11.85	12.45	13.06	13.71	14.40
Range 9.0	12.15	12.75	13.37	14.05	14.74
Range 9.5	12.45	13.06	13.71	14.40	15.11
Range 10.0	12.75	13.37	14.05	14.74	15.50
Range 10.5	13.06	13.71	14.40	15.11	15.87
Range 11.0	13.37	14.05	14.74	15.50	16.27
Range 11.5	13.71	14.40	15.11	15.87	16.68
Range 12.0	14.05	14.74	15.50	16.27	17.07
Range 12.5	14.40	15.11	15.87	16.68	17.50
Range 13.0	14.74	15.50	16.27	17.07	17.94
Range 13.5	15.11	15.87	16.68	17.50	18.37
Range 14.0	15.50	16.27	17.07	17.94	18.82
Range 14.5	15.87	16.68	17.50	18.37	19.31
Range 15.0	16.27	17.07	17.94	18.82	19.76
Range 15.5	16.68	17.50	18.37	19.31	20.26
Range 16.0	17.07	17.94	18.82	19.76	20.75
Range 16.5	17.50	18.37	19.31	20.26	21.28
Range 17.0	17.94	18.82	19.76	20.75	21.79
Range 17.5	18.37	19.31	20.26	21.28	22.33
Range 18.0	18.82	19.76	20.75	21.79	22.87
Range 18.5	19.31	20.26	21.28	22.33	23.46
Range 19.0	19.76	20.75	21.79	22.87	24.03
Range 19.5	20.26	21.28	22.33	23.46	24.64
Range 20.0	20.75	21.79	22.87	24.03	25.24
Range 20.5	21.28	22.33	23.46	24.64	25.88
Range 21.0	21.79	22.87	24.03	25.24	26.51
Range 21.5	22.33	23.46	24.64	25.88	27.16
Range 22.0	22.87	24.03	25.24	26.51	27.82
Range 22.5	23.46	24.64	25.88	27.16	28.53
Range 23.0	24.03	25.24	26.51	27.82	29.21
Range 23.5	24.64	25.88	27.16	28.53	29.94
Range 24.0	25.24	26.51	27.82	29.21	30.65
Range 24.5	25.88	27.16	28.53	29.94	31.44
Range 25.0	26.51	27.82	29.21	30.65	32.17
Range 25.5	27.16	28.53	29.94	31.44	33.01
Range 26.0	27.82	29.21	30.65	32.17	33.79
Range 26.5	28.53	29.94	31.44	33.01	34.65
Range 27.0	29.21	30.65	32.17	33.79	35.47
Range 27.5	29.94	31.44	33.01	34.65	36.39
Range 28.0	30.65	32.17	33.79	35.47	37.24
Range 28.5	31.44	33.01	34.65	36.39	38.21
Range 29.0	32.17	33.79	35.47	37.24	39.11
Range 29.5	33.01	34.65	36.39	38.21	40.11
Range 30.0	33.79	35.47	37.24	39.11	41.06
Range 30.5	34.65	36.39	38.21	40.11	42.11
Range 31.0	35.47	37.24	39.11	41.06	43.11
Range 31.5	36.39	38.21	40.11	42.11	44.22
Range 32.0	37.24	39.11	41.06	43.11	45.27
Range 32.5	38.21	40.11	42.11	44.22	46.43
Range 33.0	39.11	41.06	43.11	45.27	47.53
Range 33.5	40.11	42.11	44.22	46.43	48.75
Range 34.0	41.06	43.11	45.27	47.53	49.91
Range 34.5	42.11	44.22	46.43	48.75	51.18
Range 35.0	43.11	45.27	47.53	49.91	52.41



Employee Anniversary Increments:

Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

- 7 years of service: \$0.48
- 10 years of service: \$0.95
- 15 years of service: \$1.43
- 20 years of service: \$1.91
- 25 years of service: \$2.39

Night Shift Pay Differential:

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.



**California
School
Employees
Association**

1505 Gardena Avenue
Glendale, CA 91204
(818) 244-1545
(800) 834-9959
FAX: (818) 244-8897
www.csea.com

Ben Valdepeña
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*



June 10, 2019

Ilene Poland
Chapter President #272
P.O. Box 1413
Ventura, CA 93002-1413

RE: Memorandum of Understanding (MOU) – Layoffs

Dear President Poland:

I have received the Memorandum of Understanding (MOU) regarding the Layoffs between the Oxnard Elementary School District and the California School Employees Association and its Oxnard Elementary Chapter #272.

It has been reviewed in accordance with Policy 610. I have found no apparent violation of law, CSEA's Constitution and Bylaws, or Policy.

Ratification for this MOU is required. Please provide your Labor Relations Representative Christopher Crump with the ratification date so that we may update our records.

Please ensure your chapter complies with the Ratification Meeting requirements as identified in your chapter constitution and Policy 610 Ratification Notice.

I would like to take this opportunity to acknowledge the time and effort spent by you and the Negotiating Committee in negotiations. Your involvement and dedications are truly appreciated.

Please feel free to contact my office if you have any questions or concerns.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Espie Medellin
Field Director

EM/vt
19 CC 272 MOU Layoffs

Attachment

Cc: Henry Carreon, Regional Representative Region #8; Don Snyder, Area I Director; Christopher Crump, Labor Relations Representative; Chapter #272 Contract File

**Tentative Agreements between the
Oxnard School District and California School Employees Association
and its Oxnard Elementary Chapter 272**

April 25, 2019

2019-2020 Work Calendar

The Parties hereby agree to the work year dates and holidays for the 2019-2020 calendar, attached.

GASB Funds – Benefits Cap Enhancement

The Parties hereby agree that, for 2019-2020, GASB funds in the amount of \$433,457 (four hundred thirty-three thousand four hundred fifty-seven dollars) will be distributed across all members actively enrolled in health and welfare benefits and used to enhance the current contractual benefits cap.

Reduction in Work Year/Hours: Site Technology Techs

The Parties hereby agree that all 12-month Site Technology Tech positions will be reduced from 12 months to 221 days and that the assignments will be reduced from 8-hour positions to 7-hour positions. Site Technology Techs may extend their lunch period up to one hour, on a site-by-site basis, in order to extend the workday and better serve the site. CSEA hereby acknowledges that reducing the work day from 8 hours to 7 hours will affect the accumulation of PERS service credits for Site Technology Techs.

Reduction in Hours: Library Media Techs

The Parties hereby agree that Library Media Tech positions will be reduced from 8 hours to 6 hours. All Library Media Tech positions that are currently under 6 hours will remain unchanged.

Reduction in Hours: Site ORCs

The Parties hereby agree that Site ORC positions will be reduced from 8 hours to 7 hours. CSEA further agrees to release the District from liability for paying for extra days over the standard 245 days per year for the 2019-2020 school year for 12-month employees. December 26 and December 27, 2019 will be non-work days for the 2019-2020 school year.

Reduction in Hours: Campus Assistants

The Parties hereby agree that there will be a reduction in hours for Campus Assistant positions as follows:

Number of Positions Affected	Current Hours	2019-2020 Hours
2	4-hour	(2.8), (2.4)
4	4.5-hours	(4.2), (4)x3
8	5-hours	(4)x7, (4.25)
1	5.25-hours	(4)
21	5.50-hours	(4.25)x2, (3.5)x5, (3)x3, (3.25), (5)x4, (4.50)x4, (4)x2
20	5.75-hours	(4.4), (4.5), (4.6)x6, (5)x3, (5.5)x9
1	5.83-hours	(5)
6	6-hours	(4)x5, (4.2)
1	7.75-hours	(4)

Agreed this 25th day of April, 2019

For CSEA, Chapter 272

[Handwritten Signature]
[Handwritten Signature]
 Houzel Renteria
 Chris Vega
 Zic
 [Handwritten Signature]

For the Oxnard School District

[Handwritten Signature]
[Handwritten Signature]
 Chris Rudge
 [Handwritten Signature]
 Christal A Witherspoon



From: , <hugger50@aol.com>
Sent: Tuesday, June 18, 2019 7:28 PM
To: Vaca, Jesus; Nair, Shristie; Pierce, Paulina
Subject: MOU Ratification CSEA 272

Good evening all the csea members voted to accept the MOU. With a majority yes vote. Is there anything further you need from the chapter?

Thanks

Ilene 😊

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**Campus Assistants
Hired 11/04/2009 or Prior**

Last Name	First Name	Emp Id
Aguilar	Leticia	5028
Ahumada	Sharon	1002
Ancona	Mary	1139
Banuelos	Jose	4987
Barajas	Silvia	3899
Batra	Ashish	3489
Bravo	Maria	2255
Camarillo	Blanca	5702
Campbell	Rita	2399
Cervantes	Maria Elena	2830
Cooper	Kathy	1228
De La Rosa	Maricela	1517
Delgado	Elizabeth	4557
Eskridge	Susan	703
Flores	Anna	3498
Garcia	Marylou	5591
Gomez	Fidela	4184
Gonzales	Ophelia	3263
Guillen	Maria	1915
Gutierrez	Olivia	2323
Herrera	Maria	5695
Lopez	Micaela	1717
Lopez	Rogelio	5281
Martinez	Elena	3591
Martinez	Silvia	2880
Mc Auley	Jimmy	205
Mendoza	Shada	4741
Moreno	Martina	2909
Perez	Maria	2297
Prado	Rosa Maria	1412
Quiroz	Maria	4992
Ramirez	Marlene	4828
Renteria	Gricet	5572
Solis	Bertha	947
Taylor	Nicole	836

Oxnard School District

and

The California School Employees Association and its Oxnard Chapter 272

Tentative Agreement

July 19, 2019

The Oxnard School District (District) and the California School Employees Association and its Oxnard Chapter 272 (CSEA) have met and negotiated. The District and CSEA have established the amount of \$709,928 generated from the 2018-19 CSEA eligible members who have opted out of health insurance coverage (71 lives) to be paid out to all benefit eligible employees (394 lives) as a one-time payment of \$1801.85.

For the District

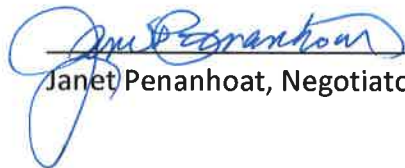
For CSEA



Dr. Jesus Vaca, Negotiator



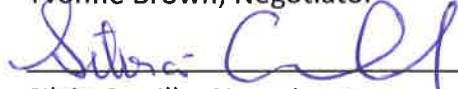
Ilene Poland, Negotiator



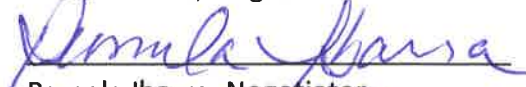
Janet Penanhoat, Negotiator

John Avalos, Negotiator

Yvonne Brown, Negotiator



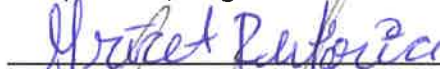
Silvia Carrillo, Negotiator



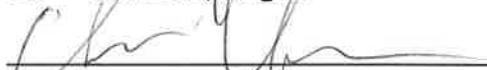
Pamela Ibarra, Negotiator



Andy Olmos, Negotiator



Gricet Renteria, Negotiator



Christian Vasquez, Negotiator

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section D: Action Items

**Approval of the Variable Term Waiver for a Provisional Internship Permit (PIP)
Authorization in Special Education for Vanessa Kengni and Ann Cano for the 2019-20
school year (Vaca)**

There is a current shortage of Special Education teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for the Variable Term Waiver for a provisional internship permit authorization in Special Education, as described under Education Code: Title 5 80021.1, for Vanessa Kengni and Ann Cano to serve as itinerant Special Education M/M RSP teachers for the 2019-20 school year beginning August 19, 2019, while working towards entering an internship program.

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for a provisional internship permit authorization in Special Education M/M RSP for Vanessa Kengni and Ann Cano, as presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section D: Action Items

Approval of the Variable Term Waiver in Speech Pathology for 2019-20 for Ana Molina (Vaca)

The District is recommending that the Board of Trustees approve this action item for a Variable Term Waiver in Speech Pathology, as described under Education Code: 44265.3, for Ana Molina to serve as a Speech Pathologist at both Chavez, K-8 and Lemonwood, K-8 for the 2019-20 school year beginning August 19, 2019, while employee finishes requirements to apply for a credential.

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver in Speech Pathology for Ana Molina, as presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section D: Action Items

Approval of Variable Term Waivers for Bilingual Authorization for 2019-20 (Vaca)

There is a current shortage of bilingual teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for Variable Term Waivers, as described under Education Code 44253.3, for the 2019-20 school year beginning August 19, 2019 until the following employees take and pass the Spanish California Teacher of English Learners (CTEL) examinations and obtain a bilingual authorization:

*Adam Kinberg - Site: Kamala - Class/Grade: DLI/5th

*Claudia Medrano - Site: Driffill - Class/Grade: DLI/5th

*Blanca Ramos - Site: Kamala - Class/Grade: DLI/ 4th/5th

*Wendy Sanchez - Site: Chavez - Class/Grade: DLI/4th

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waivers for bilingual authorization for the 2019-20 school year, as presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section D: Action Items

Approval of Resolution #19-08 of the Board of Trustees of the Oxnard School District Acknowledging the Submission of a Use of Grants Application to the Office of Public School Construction for the Rose Avenue Reconstruction Project and Acknowledging that Said Submission Will Request the Diversion of Eligible Pupil Grants from Other Projects to the Rose Avenue Reconstruction Project by the Board of Trustees of the Oxnard School District (Aguilera-Fort/Penanhoat/CFW)

The Oxnard Master Construct and Implementation Program (“Program”) utilizes a variety of funding sources including bond proceeds, developer fees, Mello Roos funds, prior state aid reimbursements, and capital program balances. The program also seeks to maximize remaining State aid grants for modernization and new construction of school facilities as State funds become available under the State School Facilities Program (SFP).

The Office of Public School Construction administers the State Allocation Board’s (“SAB”) School Facility Program (“SFP”), which governs the State aid program. Under SFP, funding is allocated on a per pupil basis in accordance with State loading standards for permanent classrooms. The State loading standard is 25 pupils per classroom for grades K-6 and 27 pupils per classroom for grades 7-12. A school district’s eligibility for State funding is determined by a formula that estimates the number of unhoused pupils and assigns available New Construction pupil grants. These grants are used to defray the cost of constructing a sufficient number of permanent classrooms to accommodate unhoused students and/or relieve classroom overcrowding. Each grant must be matched in dollar value by the district using a local funding source (e.g., local bond proceeds); this means that a new construction project deemed eligible for grants by the State will see half of its construction cost met by the SFP.

Section 1859.77.3 of the SFP allows a district to utilize higher pupil loading standards than the State standard on its funding application, as long as those standards are within the approved district’s teacher contract and do not exceed 33 pupils per classroom. A higher loading standard increases the number of pupil grants that the State would allocate to a project, which in turn increases the amount of State funding for that project. Notwithstanding the application, a district is not required to actually load the classroom at the higher local standard when built. By using a higher standard on the application but a lower standard in the actual loading of classrooms, the share of the project cost shouldered by the State is increased while decreasing that of the District.

This funding mechanism, known as the “use of grants”, can decrease the cost of new facilities for a district, but it requires the diversion of pupil grants from other district projects that the State would otherwise have found eligible. The use of grants mechanism does not increase the district’s overall number of pupil grants; instead, it transfers to one project a portion of the grants that would have otherwise been used on another eligible project.

FISCAL IMPACT:

No identified fiscal impact at this time.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees adopt Resolution #19-08 of the Board of Trustees of the Oxnard School District Acknowledging the Submission of a Use of Grants Application to the Office of Public School Construction for the Rose Avenue Reconstruction Project and Acknowledging that Said Submission will Request the Diversion of Eligible Pupil Grants from Other Projects to the Rose Avenue Reconstruction Project by the Board of Trustees of the Oxnard School District.

ADDITIONAL MATERIALS:

Attached: [Resolution 19-08 Rose Avenue Use of Grants \(2 pages\)](#)

RESOLUTION NO. 19-08

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE ROSE AVENUE RECONSTRUCTION PROJECT AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE ROSE AVENUE RECONSTRUCTION PROJECT BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT

WHEREAS, a school district’s eligibility for New Construction State funding is determined by a formula that estimates the number of unhoused pupils and assigns available New Construction pupil grants for the purpose of constructing facilities to accommodate unhoused pupils and relieve classroom overcrowding;

WHEREAS, the School Facility Program (SFP) allows a funding application to include a “Use of New Construction Grant” request to utilize a classroom loading standard higher than the State standard— but not higher than the maximum standard indicated in the District’s teacher contract—in order to increase the number of pupil grants used to defray the cost of building new classroom facilities; and,

WHEREAS, the Oxnard School District desires to submit a State funding application for the Rose Avenue Reconstruction Project to be constructed at 220 South Driskill Street utilizing a “Use of New Construction Grant” request;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. That the Board of Trustees of the Oxnard School District (“Board”) pursuant to Title 2, Code of California Regulations Section 1859.95.1, hereby acknowledges the utility of the “Use of New Construction Grant” funding mechanism in lowering the District’s cost burden of new classroom construction by increasing the number of State pupil grants used to fund said construction; and
2. That the Board, pursuant to the same Title 2, Code of California Regulations Section 1859.95.1, hereby acknowledges that requesting this funding mechanism does not increase the overall number of eligible State pupil grants allocated to the District, and that any grants reassigned to the Rose Avenue Reconstruction Project must be diverted from another project that would otherwise use those grants to defray construction costs; and,
3. That the Board directs the District Superintendent, in consultation with Caldwell Flores Winters, Inc., to prepare a State grant application for the Rose Avenue Reconstruction Project for submission to OPSC that contains a “Use of New Construction Grant” request; and
4. That the District certifies as defined in Education Code Section 17368 that it houses or will house the pupils receiving grants in the project in school buildings by utilizing district loading standards that do not exceed the loading standards stipulated in the teacher contract at the time of funding application submission; and

5. That the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the funding application for Rose Avenue Reconstruction Project to be submitted to the appropriate State agencies at the soonest possible date; and
6. That this Resolution shall take effect immediately upon its passage; and
7. That the District Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this 7th day of August, 2019, by the following vote:

Board of Trustees:	Ayes:	Nays:	Abstentions:	Absences:
President Robles-Solis:				
Clerk Madrigal Lopez:				
Trustee O’Leary:				
Trustee Cordes:				
Trustee Vega:				

Veronica Robles-Solis
 President of the Board of Trustees
 Oxnard School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on August 7, 2019.

Monica Madrigal Lopez
 Clerk of the Board of Trustees
 Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section D: Action Items

Approval of Resolution #19-07 of the Board of Trustees of the Oxnard School District, Acknowledging the State Allocation Board's "Application Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Rose Avenue Reconstruction Project (Aguilera-Fort/Penanhoat/CFW)

The Oxnard School District's (District) Master Construct and Implementation Program (Program) utilizes a variety of funding sources including bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The program also seeks to maximize remaining State aid grants for modernization and new construction of school facilities as State funds become available under the State School Facilities Program (SFP).

As part of the District's Program, the Rose Avenue Reconstruction Project includes the reconstruction of a new K-5 school at 220 South Driskill Street. The District intends to submit funding applications to the State of California for the Rose Avenue Reconstruction Project as eligible.

The Office of Public School Construction (OPSC) administers the State Allocation Board's (SAB) SFP, which governs the State aid program. The OPSC has received project funding applications which are requesting SFP grant amounts in excess of the State's current Bond authority to fund New Construction and Modernization projects. New Construction and Modernization applications received are now entered into the "Applications Received Beyond Bond Authority List".

All New Construction applications received on or after September 12, 2018 and Modernization applications received on or after February 28, 2019 are subject to the regulations and processing procedures as outlined in SFP Regulations Section 1859.95 and 1859.95.1 "Acceptance of Applications When Funding is Unavailable". After applications are received and date stamped, the OPSC will review the application to confirm all required documents are included. Application packages that include all required documentation are identified as Approved Applications.

Approved Applications will then be placed on the "Applications Received Beyond Bond Authority List" in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. In order for a project to qualify for this waiting list for state funds, the governing board of the district is required to adopt a resolution acknowledging the "Applications Received Beyond Bond Authority List".

The attached resolution acknowledges that SFP bond authority is currently exhausted for the funds being requested and that the State is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding.

FISCAL IMPACT:

No identified fiscal impact at this time.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees adopt Resolution #19-07 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for the Rose Avenue Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Resolution 19-07 Rose Avenue Applications Beyond Bond Authority \(2 pages\)](#)

RESOLUTION NO. 19-07

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE STATE ALLOCATION BOARD'S "APPLICATIONS RECEIVED BEYOND BOND AUTHORITY LIST", AND AUTHORIZING THE SUPERINTENDENT TO SUBMIT PROJECT FUNDING REQUEST APPLICATIONS FOR THE ROSE AVENUE RECONSTRUCTION PROJECT

WHEREAS, the Board of Education ("School Board") has determined that school facilities within the Oxnard School District (the "District"), within Ventura County need to be constructed; and

WHEREAS, the Rose Avenue Reconstruction Project includes the reconstruction of a new K-5 school at 220 South Driskill Street; and

WHEREAS, the Oxnard School District intends to submit funding applications to the State of California for the Rose Avenue Reconstruction Project as eligible; and

WHEREAS, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

Pursuant to title 2, Code of California Regulations section 1859.95.1, the School Board of the Oxnard School District hereby acknowledges the following:

(1) the Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.

(2) the Board acknowledges that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding.

(3) the Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the applications being submitted.

(4) the Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's Approved Applications may be returned.

(5) the Board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities.

(6) the Board acknowledges that, if bond authority becomes available for the SAB to provide funding for the submitted applications, the School District must apply for financial hardship status.

BE IT FURTHER RESOLVED, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the Rose Avenue Reconstruction Project funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage; and

BE IT FURTHER RESOLVED, that the District’s Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this 7th day of August, 2019, by the following vote:

Board of Trustees:	Ayes:	Nays:	Abstentions:	Absences:
President Robles-Solis:				
Clerk Madrigal Lopez:				
Trustee O’Leary:				
Trustee Cordes:				
Trustee Vega:				

Veronica Robles-Solis
 President of the Board of Trustees
 Oxnard School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on August 7, 2019.

Monica Madrigal Lopez
 Clerk of the Board of Trustees
 Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: August 7, 2019

Agenda Section: Section D: Action Items

Consideration of Approval of Acknowledgement of Obligation and Approval Amendments to Employment Agreements for Cabinet Members (Vaca)

The Board ratified an agreement with the Oxnard Educators Association (OEA) that included a 1.25% ongoing salary increase, retroactive to July 1, 2018. A tentative agreement on the same salary agreement has also been reached between the District and the Oxnard Supportive Services Association (OSSA) and is being considered by the Board at this meeting. In accordance with the District's regular practice, an Acknowledgement and Amendments for cabinet level District Administrators with written employment agreements that reflect the same salary increases are provided for the Board's consideration.

FISCAL IMPACT:

The fiscal impact is \$11,313 to be paid out of the general fund.

RECOMMENDATION:

It is the recommendation that the Board of Trustees approve the Acknowledgement and Employment Agreement Amendments attached.

ADDITIONAL MATERIALS:

Attached: [Amendments and Acknowledgement for Cabinet \(four pages\)](#)

**ACKNOWLEDGMENT OF OBLIGATION RELATED TO THE EMPLOYMENT
AGREEMENT BETWEEN THE OXNARD SCHOOL DISTRICT AND
DR. CESAR MORALES**

This Acknowledgment of Obligation (“Acknowledgment”) is entered into this 7th day of August 2019 between the Oxnard School District (“District”) and Dr. Cesar Morales, (“Dr. Morales”).

Dr. Morales was employed by the Oxnard School District from resigned from July 1, 2013 to June 30, 2019. Dr. Morales worked the entire year 2018-2019 school year.

Section 4.3 of the Employment Agreement entered on June 26, 2013 provides “...The Superintendent will receive at a minimum any bonuses, stipends and salary adjustments awarded to district administrators in the District. Through this agreement, the District acknowledges that the proposed raise was earned during Dr. Morales last year of employment with the District.

Accordingly, Dr. Morales shall receive a retroactive salary payment of 1.25% of his salary for the last year of his employment.

For the Board of Trustees:

By: _____
Veronica Robles-Solis, Board President

Date of Acceptance: _____
Dr. Cesar Morales

**NINTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD
SCHOOL DISTRICT AND DR. JESUS VACA, ASSISTANT SUPERINTENDENT
HUMAN RESOURCES**

This Ninth Amendment to the Employment Agreement (“Ninth Amendment”) is made and entered into this 7th day of August 2019 between the Oxnard School District (“District”) and Dr. Jesus Vaca, Assistant Superintendent, Human Resources (“Assistant Superintendent”). This Ninth Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective November 4, 2013, as follows:

1. Article 4 is amended as follows:

4.1 The salary of the Assistant Superintendent shall be increased by 1.25% for the term of this agreement, retroactive to July 1, 2018.

For the Board of Trustees:

By: _____
Veronica Robles-Solis, Board President

Date of Acceptance: _____

Dr. Jesus Vaca
Assistant Superintendent,
Human Resources

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE
OXNARD SCHOOL DISTRICT AND JANET PENANHOAT, ASSISTANT
SUPERINTENDENT, BUSINESS AND FISCAL SERVICES**

This Second Amendment to the Employment Agreement (“Second Amendment”) is made and entered into this 7th day of August 2019 between the Oxnard School District (“District”) and Janet Penanhoat, Assistant Superintendent, Business and Fiscal Services, (“Assistant Superintendent”). This Second Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective October 4, 2017, as follows:

1. Article 4 is amended as follows:

4.1 The salary of the Assistant Superintendent shall be increased by 1.25% for the term of this agreement, retroactive to July 1, 2018.

For the Board of Trustees:

By: _____
Veronica Robles-Solis, Board President

Date of Acceptance: _____

Janet Penanhoat,
Assistant Superintendent,
Business and Fiscal Services

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD SCHOOL DISTRICT AND DR. ANABOLENA DEGENNA, ASSISTANT SUPERINTENDENT, EDUCATION SERVICES/CHIEF ACADEMIC OFFICER

This First Amendment to the Employment Agreement (“First Amendment”) is made and entered into this 7th day of August 2019 between the Oxnard School District (“District”) and Dr. Anabolena DeGenna, Assistant Superintendent, Education Services/Chief Academic Officer, (“Assistant Superintendent”). This First Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective June 6, 2018, as follows:

1. Article 4 is amended as follows:

4.1 The salary of the Assistant Superintendent shall be increased by 1.25% for the term of this agreement, retroactive to July 1, 2018.

For the Board of Trustees:

By: _____
Veronica Robles-Solis, Board President

Date of Acceptance: _____

Dr. Anabolena DeGenna
Assistant Superintendent,
Education Services/Chief Academic
Officer

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section D: Action Items

Public Meeting – Auction to Enter Into an Agricultural Lease of the Doris/Patterson Property (Penanhoat)

This being the time and date noticed, pursuant to Education Code Sections 17472 and Resolution #19-05, the Board of Trustees will hold a public meeting to open sealed proposals to enter into an agricultural lease of the Doris/Patterson property. The minimum bid for the initial lease of the Doris/Patterson property shall be for an annual fee of \$3,800 per acre for year one, \$3,900 per acre for year two, and \$4,000 per acre for year three. If the lease of the Doris/Patterson property subjects the property to any form of tax, the lessee shall pay all applicable real and personal property taxes, and all other fees, charges, taxes, and/or assessments of any type levied against, or resulting from lessee's use of, the Property.

Before accepting any written proposal, the Board of Trustees will call for oral bids. If after calling for such oral bids, a responsible person or firm offers orally to lease the Doris/Patterson property pursuant to Education Code Section 17473, upon the terms and conditions contained in this Resolution and at a price that exceeds the highest written proposal by at least five percent, then the highest oral bid shall be accepted. Otherwise, the highest responsible written bid proposal shall be accepted.

FISCAL IMPACT:

To be determined.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees hold a public meeting to open sealed proposals, and receive any oral proposals, to enter into an agricultural lease of the Doris/Patterson property.

ADDITIONAL MATERIALS:

Attached: [Resolution #19-05 \(11 pages\)](#)

RESOLUTION NO. 19-05

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DECLARING ITS INTENTION TO LEASE THE DORIS/PATTERSON PROPERTY FOR AGRICULTURAL PURPOSES

WHEREAS, on or about April 30, 2018, the Oxnard School District (“District”) acquired 25 acres of real property at the corner of Doris Avenue and Patterson Road (the “Property”). The Property is further described in Exhibit A, which is attached hereto and incorporated herein by this reference;

WHEREAS, the District’s Board of Trustees (“Board”) is interested in considering proposals for the lease of the Property for agricultural and related uses in order to maintain the existing use of the property while at the same time preserving the Property for future school uses and generating income for the District;

WHEREAS, pursuant to Article 4 (commencing with Education Code Section 17455) of Chapter 4 of Part 10.5 of Division 1 of Title 1 of the Education Code, the Board may lease any real property belonging to the District, which is not, or will not, be needed by the District for school classroom buildings, for a period not to exceed 99 years;

WHEREAS, the Board has determined that, while the District will retain the Property for potential future use for school uses, the Property is not currently needed for educational or classroom purposes, nor should be it needed for such purposes or otherwise by the District for a period of at least three years;

WHEREAS, Article 5 (commencing with Education Code Section 17485) of Chapter 4 of Part 10.5 of Division 1 of Title 1 of the Education Code (the “Naylor Act”) regulates the District’s ability to lease certain land that is used for playgrounds, play fields and recreational uses or is open-space land that is particularly suited for recreational purposes;

WHEREAS, the Naylor Act, where applicable, takes precedence over general statutory provisions relating to the lease of surplus property by school districts;

WHEREAS, the Property has been used for agricultural and related uses and is not and has not, to the District’s knowledge, been used for playground, playing field, or other recreational or outdoor purposes, nor is it particular suited for such purposes;

WHEREAS, there is no evidence or indication that any local planning decisions were made on the assumption that the Property would be available for playgrounds, play fields, or recreational uses;

WHEREAS, pursuant to Article 1.5 (commencing with Education Code Section 17387) of Chapter 4 of Part 10.5 of Division 1 of Title 1 of the Education Code (the “Advisory Committee Statutes”), the District generally must appoint an advisory

committee to advise the District as to the use or disposition of school buildings or space in school buildings not needed for school purposes;

WHEREAS, the purpose of the Advisory Committee Statutes is to involve the community in decisions relative to the use of excess school facilities, school closures, the use of surplus school space, and to otherwise assure that building use is compatible with the community's needs and desires;

WHEREAS, the Property does not involve excess school facilities, school buildings, or space in school buildings; does not involve a school closure or limitation upon District educational facilities; and does not otherwise affect the community with respect to educational facilities or programs offered by the District;

WHEREAS, the lease of the Property for agricultural and related uses is consistent with the historical use of the Property, and preserves the existing use pending the District's need to utilize the site in the future for school purposes;

WHEREAS, Education Code Section 17466 requires the District to adopt, by a two-thirds vote, a "Resolution" to lease the Property before the District may otherwise seek to lease the Property to the public-at-large;

WHEREAS, the Resolution must (1) fix a date, not less than three weeks later, in which it will hold a public meeting to accept sealed written proposals for the lease of the Property (the "Public Auction"); and (2) establish the terms and minimum price the District will agree upon for the lease of the Property;

WHEREAS, Education Code Section 17469 requires the District to provide notice of the Public Auction by (1) posting the Resolution, signed by a majority of the Board, in at least three public places not less than 15 days before the Public Auction; and (2) publishing notice once a week for three consecutive weeks in a newspaper of general circulation.

NOW, THEREFORE, BE IT RESOLVED, that the Board, having considered the foregoing and such other evidence as has been presented to the Board with regard to this matter, resolves that:

Section 1. The above recitals are true and correct.

Section 2. The Property is land owned by the District that is not currently necessary for school purposes and is not otherwise being used, nor anticipated to be used, over at least the next three years, by the District to meet its educational or related service needs.

Section 3. It is in the District's best interests to enter into a limited term lease of the Property, for a period of three years.

Section 4. The Naylor Act does not apply to the District's lease of the Property, as the property is not, nor ever has been, used for playgrounds, playing fields, or any other outdoor recreational or open-space purpose, nor is it particularly suitable for such a purpose. The District is not aware of any evidence or indication that any local planning decisions were made on the assumption that the Property would be available for playgrounds, play fields or recreational uses.

Section 5. The Advisory Committee Statutes are inapplicable to the District's lease of the Property, as the Property is not used for school buildings, nor does it involve space in school buildings or otherwise affect the community in the manner meant to be addressed by the Advisory Committee Statutes.

Section 6. The District does hereby declare its intention to lease the Property at fair market value in the manner described in this Resolution.

Section 7. The minimum bid for the initial lease of the Property shall be for \$3,800 per acre for year one, \$3,900 per acre for year two, and \$4,000 per acre for year three ("Minimum Bid Amount"). If the lease of the Property subjects the Property to any form of tax, the lessee shall pay all applicable real and personal property taxes, and all other fees, charges, taxes, and/or assessments of any type levied against, or resulting from lessee's use of, the Property. The Superintendent shall negotiate the terms of the lease of the Property. The lease term shall be for a period of three years.

Section 8. Each sealed bid shall be in writing on the form attached hereto as Exhibit B (the "Bid Form"), signed by the bidder, and placed in a sealed envelope marked "SEALED PROPOSAL FOR THE AUGUST 7, 2019 AUCTION TO LEASE THE OXNARD SCHOOL DISTRICT AGRICULTURAL PROPERTY." All written Bids must be received by the District no later than **1:00 p.m. on August 6, 2019**. All bids should be delivered to: Oxnard School District; c/o Janet Penanhoat; 1051 South A Street, Oxnard, California 93030. Bids delivered via United States mail, or other similar delivery service, shall be sealed in an internal envelope, marked as specified by this Section, and placed in a separate envelope for mailing purposes, so as to avoid any potential inadvertent opening of the bid prior to the appropriate date of opening. Bidders shall assume full responsibility for ensuring that mailed Bids are received by the District by the deadline specified by this Section.

Section 9. Signed and sealed Bids for the lease by the bidders of the Property will be received and considered at a public meeting of the Board at 7:00 p.m., or as soon thereafter as possible, on **August 7, 2019** (the "Public Auction"). The Public Auction will occur at the District Board Room located at 1051 South A Street Oxnard, California 93030. At the meeting, subject to the terms of this Resolution, all bids timely received, as set forth in Section 8, will be opened, examined, and declared by the Superintendent, or the Superintendent's designee.

Section 10. The Board shall open, examine, and declare the sealed written Bids in public session at the Public Auction. After declaring the highest responsible written Bid,

the Board shall call for any oral bids. If after calling for such oral bids, a responsible person or firm offers orally to lease the Property pursuant to Education Code Section 17473, upon the terms and conditions contained in this Resolution and at a price that exceeds the highest written proposal by at least five percent, then the highest oral bid shall be accepted. Otherwise, the highest responsible written bid proposal shall be accepted. No oral bid shall be finally accepted until the oral bid is reduced to writing and signed by the offeror. Unsuccessful oral bidders are required to provide the District with identifying contact information at the Public Auction in order for such bids to be considered in the event of the default of higher bidders.

Section 11. All written and oral bids shall remain firm offers by the respective bidders to the District for 60 days, or until the highest bidder enters into a lease agreement with the District, whichever occurs first. Nothing in this Section shall prevent the District from offering the Property to the next highest bidder who submitted a bid at the Public Auction after the 14-day period, in the event the highest bidder fails to enter into a lease agreement. Such next highest bidder must, upon the District's request, provide written confirmation that it intends to honor its previous bid within three working days upon receiving the District's request. It is the responsibility of the next highest bidder to provide the District with appropriate contact information in order to effectuate the provisions of this Section. The failure of any oral bidder to provide such contact information to the District within 48 hours of the conclusion of the Public Auction may result in the District's rejection of the bid and offer of the Property to the next responsive bidder without regard to the rejected oral bid.

Section 12. The bid for the Property which offers the District the highest price, conforms to all terms and conditions specified in this Resolution and in law, and is made by a responsible bidder shall be accepted by the Board at its public meeting of August 7, 2019, or at any adjourned session of the same meeting held within 14 days, unless the Board otherwise rejects all bids. The Board reserves the right to reject any and all bids if it deems such action to be for the best public interest.

Section 13. At the time the highest bidder's bid is accepted, the bidder shall be required to enter into a lease agreement with the District within fourteen (14) days of the Board's acceptance of the bid.

Section 14. The District may, in the time preceding the Public Auction, release further information and/or details concerning the Property, and the lease of the Property by the District. Any person or entity interested in receiving such information shall notify Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services, at either (805) 385-1501 x2401 or jpenanhoat@oxnardsd.org, and provide a physical address, facsimile, or electronic mail address, or a combination thereof, to which information may be sent. Such service shall not relieve any bidder from its duties to conduct its due diligence before the Public Auction, and the District assumes no responsibility for the timely receipt, or lack of receipt, of any notice that may be issued by Ms. Penanhoat pursuant to requests.

Section 16. The Superintendent, or the Superintendent's designee, is directed to cause notice to be given of the adoption of this Resolution, and of the time and place of the public meeting for lease bids to be submitted, by:

(a) Posting copies of this Resolution, signed by the President of this Board on behalf of at least two-thirds of the members of this Board, in three public places in the District not less than 15 days before the date set for opening bids; and

(b) Publishing written notice of the adoption of this Resolution in a newspaper of general circulation within the District not less than once a week for three successive weeks before the date set for opening the bids.

Section 17. The Superintendent, or the Superintendent's designee, is hereby authorized to take any further action necessary to accomplish the purpose of this Resolution, both with respect to the lease of the Property and the advertisement of the District's acceptance of bids for such a lease. The Superintendent, or Superintendent's designee, is authorized to give notice of and publicity to the adoption of this Resolution and the pending lease in ways deemed appropriate by the Superintendent, and otherwise take such action as may be reasonably necessary to effectuate the purpose of this Resolution.

Section 18. Copies of this Resolution shall be made available to prospective bidders upon request. Additional information regarding the lease of the Property, or permission to enter the Property, may be obtained from Ms. Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services, who may be reached at (805) 385-1501 x2401 or jpenanhoat@oxnardsd.org.

APPROVED AND ADOPTED by the Board of Trustees of the Oxnard School District on this 26th day of June 2019, by the following vote on roll call:

Ayes:	<u>4</u>
Nays:	<u>1</u>
Abstentions:	<u>0</u>
Absences:	<u>0</u>

Board of Trustees:

President Robles-Solis:

Clerk Madrigal Lopez:

Trustee Cordes:

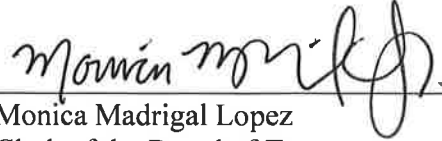
Trustee O'Leary:

Trustee Vega:



Veronica Robles-Solis
President of the Board of Trustees
Oxnard School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on June 26, 2019.

A handwritten signature in black ink, appearing to read "Monica Madrigal Lopez", written over a horizontal line.

Monica Madrigal Lopez
Clerk of the Board of Trustees
Oxnard School District

EXHIBIT A

EXHIBIT "A"
to Resolution #19-05

A portion of Lot 158, in the City of Oxnard, County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the office of the County Recorder of said County.

Said portion of land is described as follows:

Beginning at the northwesterly corner of said Lot 158, said point being shown on record of survey recorded in Book 56, Page 73 and 74 of Records of Survey in the office of the County Recorder of said County, being the northeasterly terminus of that line shown on said map as N 01° 14' 09" E, 970.51 feet; thence,

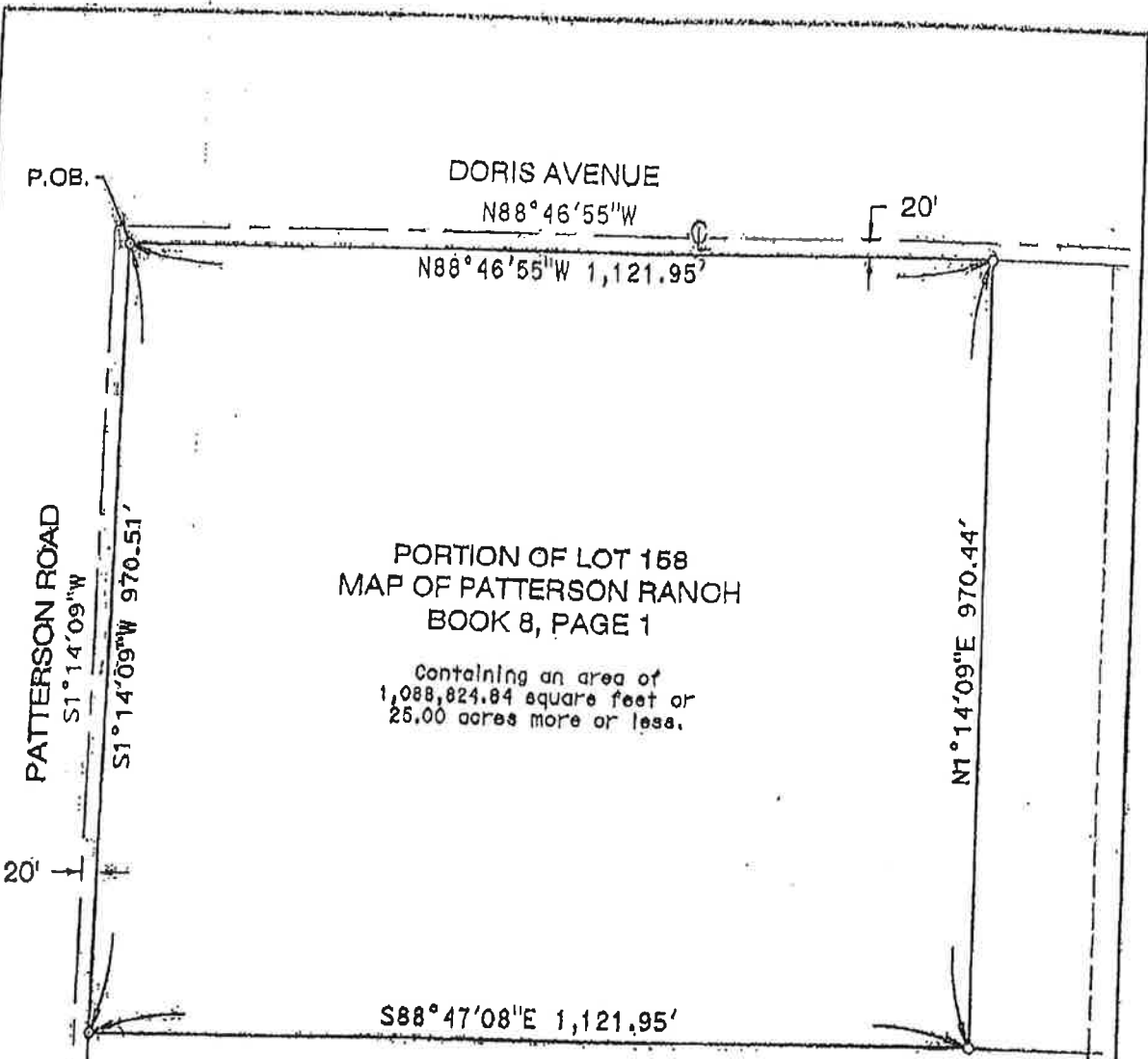
- 1st along the westerly line of said Lot 158, S 01° 14' 09" W, 970.51 feet to the southwesterly corner of said Lot 158; thence,
- 2nd along the southerly line of said Lot 158, S 88° 47' 08" E, 1121.95 feet; thence,
- 3rd N 01° 14' 09" E, 970.44 feet to a point on the northerly line of said Lot 158; thence,
- 4th along said northerly line, N 88° 46' 55" W, 1121.95 feet to the point of beginning.

Containing an area of 1,088,824.84 square feet or 25.00 acres more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: Frederick Joseph Tice Date: 1/8/2016
Frederick Joseph Tice, PLS





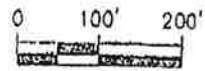
PORTION OF LOT 158
 MAP OF PATTERSON RANCH
 BOOK 8, PAGE 1

Containing an area of
 1,088,824.84 square feet or
 25.00 acres more or less.

LEGEND

P.O.B. Point of Beginning

LOT 135



SCALE: 1"=200'



MNS
 ENGINEERS INC
 1500 E. Thousand Oaks Blvd, Ste 101
 Westlake Village, CA 91362
 805.848.4840 Phone

ENGINEERING
 PLANNING
 SURVEYING
 CONSTRUCTION MANAGEMENT

APN 183-0-070-090
 CITY OF OXNARD
 COUNTY OF VENTURA

OXNSO.131293.01 * POR OF LOT 138 LEGAL.dwg * 01/08/2018 * SS * E-FILE

EXHIBIT B

**OXNARD SCHOOL DISTRICT PROPERTY SITE
BID FORM**

To: Oxnard School District
c/o Ms. Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services
1051 South A Street Oxnard, California 93030

The undersigned bidder (“Bidder”) submits this bid in response to the Oxnard School District’s (“District”) request for sealed proposals, as set forth in Resolution No. 19-05 (“Resolution”) of the District’s Board of Trustees (“Board”), for the lease of certain real property identified in the Resolution (the “Property”).

Bidder hereby submits a bid in the amount of: _____
(\$ _____) dollars per acre for year one, _____
(\$ _____) dollars per acre for year two, _____
(\$ _____) dollars per acre for year three (“Bid Amount”) for the lease of the Property.

**PLEASE NOTE THAT BID AMOUNTS EXPRESSED HEREIN
SHOULD BE EXPRESSED ON A *PER ACRE* BASIS**

Bidder understands and, by submitting this Bid to the District, acknowledges that the highest responsive bidder for the Property will be required to execute a lease agreement within 14 days of the District’s acceptance of the Bid. This bid shall remain a firm offer by the Bidder to the District for lease of the Property for a period of 60 days, or until the highest responsive bidder enters into a lease agreement for the Property with the District.

BID MUST BE RECEIVED NO LATER THAN 1:00 P.M., AUGUST 6, 2019. ORAL BIDS WILL BE ACCEPTED AT THE PUBLIC MEETING OF THE BOARD AT 7:00 P.M, OR AS SOON THEREAFTER AS REASONABLY POSSIBLE, ON AUGUST 7, 2019. ORAL BIDS WILL BE RECEIVED ONLY IF THE ORAL BID AMOUNT EXCEEDS THE HIGHEST WRITTEN BID BY AT LEAST FIVE (5) PERCENT.

I, the undersigned Bidder, acknowledge that I am familiar with the terms and conditions of this Bid as set forth in Resolution No. 19-05 of the Board of Trustees of the Oxnard School District, and hereby submit this bid under the terms and conditions set forth above and within said Resolution. I further understand that the auction and lease of the Property shall be conducted in accordance with the requirements of Article 4 (commencing with Section 17455) of Chapter 4 of Part 10.5 of the Education Code, including specifically, Sections 17466 through 17478.

Dated: _____, 2019

By: _____ (signature)

_____ Printed Name

_____ Business Entity (if applicable)

CONTACT INFORMATION

Address: _____

City/State/Zip: _____

Telephone No: _____

Facsimile: _____

E-mail: _____

NOTE TO BIDDER: BID MUST BE SIGNED BY THE BIDDER. PLACE COMPLETED BID FORM IN AN ENVELOPE MARKED "SEALED PROPOSAL FOR THE AUGUST 7, 2019 AUCTION TO LEASE THE OXNARD SCHOOL DISTRICT AGRICULTURAL PROPERTY" ALL WRITTEN BIDS MUST BE RECEIVED NO LATER THAN 1:00 P.M. ON AUGUST 6, 2019. BIDDERS SUBMITTING WRITTEN BIDS MAY BE PRESENT AT THE AUGUST 7, 2019 MEETING TO SUBMIT QUALIFYING ORAL BIDS.

Sealed Bids should be delivered to:

Oxnard School District

c/o Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services

1051 South A Street Oxnard, California 93030

If you have any questions concerning the submission of this bid, please contact Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services, at (805) 385-1501 x2401 or jpenanhoat@oxnardsd.org.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 7, 2019

Agenda Section: Section E: Approval of Minutes

Approval of Minutes

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

- June 19, 2019, Regular Board Meeting
- June 26, 2019, Special Board Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [6-19-2019 Board Meeting Minutes](#)
[6-26-2019 Special Board Meeting Minutes](#)

Regular Board Meeting
June 19, 2019

The Board of Trustees of the Oxnard School District met in regular session at 5:05 p.m. on Wednesday, June 19, 2019 at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees, Debra Cordes, Jesus Vega, Monica Madrigal Lopez, Denis O'Leary. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Dr. Ana DeGenna, Janet Penanhoat and Dr. Jesus Vaca, and Executive Assistant Rose Chaparro.

ROLL CALL

Ms. Sarah Lepe, Principal at Marshall Academy of Visual and Performing Arts, introduced Keiko Anderson, 6th grader in Ms. Mary Beth Kaser's and Ms. Kathy Orlinsky's class, who lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Sophia Gonzalez, 6th grade student in Ms. Mary Beth Kaser's and Ms. Kathy Orlinsky's class and Ms. Suzanne Grajeda, Assistant Principal, read them in Spanish.

DISTRICT'S VISION AND MISSION STATEMENTS

Principal Sarah Lepe provided a presentation to the Board regarding Marshall Academy of Visual and Performing Arts. Ms. Lepe highlighted the theme of the year "Building Foundations and Traditions"; the collaboration with other schools on SIP days; the First Day of School and the Back to School Night. Principal Lepe mentioned that this year they had more parent volunteers than any other year. She shared some pictures and a video from different events, presented the new School Logo to the Board and finally highlighted the academic focus. Ms. Suzanne Grajeda, Assistant Principal, shared information on PBIS, Champs and athletic activities.

PRESENTATION BY MARSHALL ACADEMY OF VISUAL AND PERFORMING ARTS

Following the presentation, Trustee Cordes gave a token of appreciation on behalf of the Board to the students that participated in the meeting.

A.5 On motion by Trustee Vega, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board approved the agenda as amended:

ADOPTION OF THE AGENDA

Consent agenda items moved to Action items:

- C.1 #19-31 with Autism Learning Partners moved to Action Item D.11
- C.1 #19-34 with Therapy Travelers moved to Action Item D.12
- C.1 #19-45 with Advanced Medical Personnel Services moved to Action Item D.13
- Number sequence of Action items D.3 and D.4 was changed due to CDE regulations, Approval of the Local Control and Accountability Plan changed to D.3 and Adoption of Oxnard School District 2019-20 Budget changed to D.4
- C.3 moved to action item D.14

Action item wording corrected:

- Correct text in D.10 Instead of "...approve continuing of the District Self-Insurance..." to read "...approve discontinuing of the District Self-Insurance".

A.6 Mr. Ernesto Flores, Mr. Emilio Flores and Mr. Scott Burquett provided a presentation to the Board on the June 2019 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program. On the Special Board meeting, the following Wednesday they would provide a deeper presentation on this same subject.

PRESENTATION OF THE
JUNE 2019 SEMI-ANNUAL
IMPLEMENTATION
PROGRAM UPDATE AS AN
ADJUSTMENT TO THE
MASTER CONSTRUCT AND
IMPLEMENTATION
PROGRAM

A.7 No one addressed the Board

CLOSED SESSION – PUBLIC
PARTICIPATION/COMMENT

A.8 ANNOUNCEMENTS PRIOR TO CLOSED SESSION June 19, 2019:
The Board recessed to Closed Session to consider the following:

CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION: one (1) case
- EXISTING LITIGATIONS: Existing litigations two (2) cases
 - Final Settlement Agreement and General Release for SL
 - J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

Secondly, REMOVAL/SUSPENSION/EXPULSION OF STUDENTS (*Education Code 8912; 20 U.S.C. Section 1232g*):

- Consider the Request to Expel Student(s):
 - Case No. 18-14 (Action Item)
 - Case No. 18-15 (Action Item)

Thirdly, 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.

Fourthly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under *Government Code*, Section 54956.8:

Property: Parcel located on Teal Club Road, North of Teal Club Road, South of Doris Avenue; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc.

Lastly, PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- Public Employee(s) Discipline/Dismissal/Release.
- Public Employee Appointment: Superintendent
- Reassignment, Appointment:
 - a) Appointment Recommendation: Superintendent
 - b) Appointment Recommendation: Assistant Principal

A.9 Trustees convened to closed session at 5:54 p.m. until approximately 7:04 p.m. to discuss items on the closed session agenda. CLOSED SESSION

A.10 President Robles-Solis reported that: REPORT ON CLOSED SESSION
 On Motion by Trustee Cordes seconded by Trustee O’Leary, and carried on a roll call vote of 5-0, the Board approved a Final Settlement Agreement and General Release for SL. (Motion# 19-151)
 On Motion by Trustee O’Leary seconded by Trustee Vega, and carried on a roll call vote of 5-0, the Board approved to appoint Michelle Styring to the position of Assistant Principal. (Motion# 19-152)
 On Motion by Trustee Vega seconded by Trustee O’Leary, and carried on a roll call vote of 5-0, the Board approved the appointment of Mr. Karling Aguilera-Fort to the position of Superintendent of the Oxnard School District. (Motion# 19-153)
 President Robles Solis indicated that the Board would reconvene to closed session later.

A.11 The Board of Trustees recognized Dr. Cesar Morales, outgoing Superintendent, for his years of service to the Oxnard School District. RECOGNITION OF OUTGOING DISTRICT SUPERINTENDENT
 Vianey Lopez Oxnard City Council and District Representative for the Assembly member Monique Limon thanked Dr. Morales with some words of appreciation for his work.
 Daisy Cervantes, District Representative for Senator Hanna Beth Jackson, presented a certificate of recognition on behalf of Senator Jackson for his work at Oxnard School District.
 The Personnel Commission call the meeting to order after a roll call. Following, Personnel Commissioners Mr. Castillo, Ms. Lopez and Mr. Robinson thanked Dr. Morales for his service to the district.

A.12 The Board of Trustees will recess to for the outgoing Superintendent Dr. Cesar Morales farewell. RECESS

A.13 The Board of Trustees introduced new incoming Oxnard School District Superintendent, Mr. Karling Aguilera-Fort. Mr. Aguilera-Fort thanked the Board and provided some words of appreciation. INTRODUCTION OF INCOMING OXNARD SCHOOL DISTRICT SUPERINTENDENT

A.14 Dr. Cesar Morales, the personnel commissioners and the members of the Board, congratulated and provided words of appreciation to the following retirees. RECOGNITION OF RETIREES

Cecil Baumgartner	Teacher
Leticia Benavides	Preschool Assistant
Mary Curtis	Director, Curriculum, Instruction and Accountability

Geraldine L. Daniels	Library Media Technician
Carol Flores-Beck	Principal, Driffill School
Ramona Fischetti	Paraeducator II
Cynthia Garcia-Doane	Teacher
Frances Graham	Teacher
Cathy Mallen	Teacher
Vincent McGarry	Senior Manager, Maintenance & Operations
Mary Mickelsen	Teacher
Victoria Sanez	Teacher
Eileen Vocke	Speech Therapist
Dori Jean Wilson	Speech Therapist

A.15 The Board of Trustees recessed to congratulate retired employees.

RECESS AND
RECEPTION

B.1 The following people addressed the Board:

PUBLIC COMMENTS

- Tom Garcia, Oxnard Downtown Lions, Donation to Driffill School.
- Jose Lara, President of Rancho Unified School District, spoke on behalf of the new Superintendent.
- Elizabeth Blanco, spoke on behalf of the new Superintendent.

C. On motion by Trustee Madrigal Lopez, seconded by Trustee Cordes, on a roll call vote of 5-0 the Board approved the Consent Agenda as amended:

CONSENT AGENDA
(Motion# 19-154)

- Item C.38 moved to Action Item D.15

C.1 The Board approved the following Agreements:

(Approval of
Agreements)

Academic:

- #19-50 with Ventura County Office of Education. The K-12 SWP Grant is a regional collaborative Project to improve career and technical education services to high school and community college students. Funding to OSD will be determined once the grant has been received.
- #19-51 with Ventura County Office of Education. The Ventura County Office of Education (VCOE) will work with Oxnard School District (OSD) to improve career and technical education services to the middle schools in the district through the California Department of Education Career Technical Education Incentive Grant and the California Career Pathways Trust Grant. Funding to OSD will be determined once the grant has been received

Enrichment:

- #18-241 with Art Trek Inc. to provide art lessons for the Summer Writing and Science Camp offered to students in the Oxnard School District during Summer 2019; amount not to exceed \$20,000.00, to be paid with ASES funds.
- #19-48 with Art Trek Inc. to provide lessons, materials, coaching, and activities for students participating in the ASES program during the 2019-20 school year; amount not to exceed \$28,000.00, to be paid with Unrestricted General funds.

Facilities:

- #19-13 with Ventura County Office of Education operates a Special Education program at Ritchen School, occupying one classroom and one co-ed ADA-compliant restroom; amount to be paid to OSD is \$8,254.40 for FY 2019/20.

Special Education:

- #19-28 with Karen Schnee to provide Independent Education Evaluator Services to the Special Education Department during the 2019-2020 academic year to complete speech evaluations; amount not to exceed \$7,200.00, to be paid with Special Education funds.
- #19-29 with Hollar Speech & Language Therapy to provide Independent Education Evaluator Services for the Special Education Services Department during the 2019-2020 academic year to complete evaluations on due process claims, amount not to exceed \$10,000.00, to be paid with Special Education funds.
- #19-30 with Actum Clinical & Behavioral Services to work with the Special Education Services Department during the 2019-2020 academic year, as an Independent Educational Evaluator to provide ecological behavior assessments including document review, school and home visits, and interviews with relevant school staff and family, amount not to exceed \$20,000.00, to be paid with Special Education funds.
- ***Moved to D.11*** #19-31 with Autism Learning Partners LLC to 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, amount not to exceed \$690,000.00, to be paid with Special Education funds.
- #19-32 with Key2Ed, Inc. to provide Facilitated IEP Professional Development for the Special Education Services Department during the 2019-2020 academic year, amount not to exceed \$45,750.00, to be paid with Special Education funds.
- #19-33 with Haynes Education Center & S.T.A.R. Academy will provide support services to the Special Education Services Department during the 2019-2020 school year, amount not to exceed \$140,000.00, to be paid with Special Education funds.
- ***Moved to D.12*** #19-34 with Therapy Travelers to provide supplemental staffing including Speech Language Therapist, Speech Language Therapist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an “as needed” basis, amount not to exceed \$580,000.00, to be paid with Special Education funds.
- #19-35 with Cynthia Z. Hansen to provide educational therapy and language support services, as well as serve as an Independent Education Evaluator for the Special Education Services Department, amount not to exceed \$20,000.00, to be paid with Special Education funds.
- #19-36 with Behavior Insights Inc. to provide consultant services to Oxnard School District, Special Education Services, during the 2019-2020 academic school year, amount not to exceed \$100,000.00, to be paid with Special Education funds.
- #19-37 with Saratoga Clinic to provide Independent Education Evaluator Services to the Special Education Department during the 2019-2020 academic year to complete Occupational Technology assessments, amount not to exceed \$6,000.00, to be paid with Special Education funds.
- #19-38 with Alternative Behavior Strategies, LLC to provide consultant services to the Special Education Services Department during the 2019-2020 school year. Amount not to exceed \$60,000.00, to be paid with Special Education funds.

- #19-39 with Neuropsychology Partners to provide Independent Education Evaluator Services for the Special Education Services Department during the 2019-2020 academic year to complete psychoeducational evaluations, amount not to exceed \$15,000.00, to be paid with Special Education funds.
- #19-40 with Aclan Behavioral Services to provide Independent Education Evaluator Services to the Special Education Services Department during the 2019-2020 academic year to complete functional behavior assessments, amount not to exceed \$10,000.00, to be paid with Special Education funds.
- #19-42 with JLJ Consulting to assist the Oxnard School District Special Education Department, and work collaboratively with the leadership team to develop and implement professional development for assessment team members, including school psychologists, special education teachers, speech/language pathologists, and administrators. Amount not to exceed \$111,500.00, to be paid with Special Education funds.
- #19-43 with Tawanda L. Pullen, Ph.D. to provide Independent Education Evaluator Services for the Special Education Services Department during the 2019-2020 academic year to complete psychoeducational evaluations, amount not to exceed \$22,500.00, to be paid with Special Education funds.
- #19-44 with Exceptional Educational Consultants Inc. To provide consultation to teachers and specialists in the Oxnard School District including review of Individualized Education Plans, IEP meeting preparation, classroom organizational and instructional strategies, amount not to exceed \$65,000.00, to be paid with Special Education funds.
- **Moved to D.13** #19-45 with *Advanced Medical Personnel Services Inc.* will provide supplemental staffing to the Oxnard School district on an “as needed” basis. Amount not to exceed \$300,000.00, to be paid with Special Education funds.
- #19-46 with John Tracy Clinic to provide Independent Education Evaluator Services for the Special Education Services Department during the 2019-2020 , amount not to exceed \$5,000.00, to be paid with Special Education funds.
- #19-47 with SATPAC Speech will provide complete training on a functional articulation therapy program for the Special Education Services Department during the 2019-2020 academic year, amount not to exceed \$1,500.00, to be paid with Special Education funds.

Support Services:

- #19-21 with Ventura County Office of Education. Agreement for supplying breakfast and lunch meals for the County program at Dwire School.
- #19-22 with Ventura County Office of Education. Agreement for supplying breakfast and lunch meals for the County program at James Foster School, located on the Frank Intermediate School campus.
- #19-23 with Ventura County Office of Education. Agreement for supplying breakfast and lunch meals for the County Special Education Program at Ritche School.
- #19-24 with Continuing Development, Inc. (CDI) for supplying snacks to CDI Preschool students at Harrington School during the 2019-20 school year.
- #19-25 with Child Development Resources of Ventura County, Inc. (CDR) for supplying breakfast and lunch meals to Head Start Preschool students at Sierra Linda and Harrington schools.
- #19-49 with RaaWee K12 Solutions Truancy & Dropout Prevention System (TDPS), amount of agreement is \$83,000.00, to be paid from the General Fund.

C.2 The Board ratified the following Agreements:

Special Education:

- #18-239 with Casa Pacifica School requesting ratification for Non-Public School (NPS) services for Student JR062907, for the 2018-2019 school year, including Extended School Year. Amount not to exceed \$12,220.00, to be paid with Special Education funds.
- #18-240 with Casa Pacifica School requesting ratification for Non-Public School (NPS) services for Student AG020905, for the 2018-2019 school year. Grand total amount is \$235.00, to be paid with Special Education funds.

(Ratification of Agreements)

C.3 **Moved to Action Item D.14** approve Amendment No. 1 to the CSA #15-198, with Swinerton Builders, to provide Construction Services related to the Lemonwood Early Childhood Development Center Modernization Project, under the Master Construct & Implementation Funds Program in the amount of \$524,476.00, to be paid out of the Deferred Maintenance Funds. The GMP for this project will consist of (1) the original Board approved GMP of \$29,575,897.91, (2) Board Approved Change Orders to date in the amount of \$4,052,334.82, and (3) Amendment No. 1 (Lemonwood ECDC) in the amount of \$2,976,375.45. The GMP shall be \$36,604,608.18.

(Approval of Amendment No. 001 to Construction Services Agreement #15-198 with Swinerton Builders to provide Lease/Leaseback Construction Services for the Lemonwood Early Childhood Development Center Project – Moved to Action Item D.14)

C.4 Approved Contingency Allocation No. 004 to Construction Services Agreement #16-199 with Bernards Bros Inc. for additional items of work related to the Elm Elementary School Reconstruction Project. Contractor Contingency Allocation No. 004 will be a COST to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of \$167,463.00 to be paid out of the Master Construct and Implementation Funds. The remaining Contractor Contingency Balance after Allocation No. 004 will be \$51,870.00.

(Approval of Contractor Contingency Allocation No. 004 to Construction Services Agreement #16-199 with Bernards Bros. Inc. for the Elm Elementary School Reconstruction Project)

C.5 Ratified Change Order No. 010 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project. Amount \$45,404.00 to be charged to the Master Construct and Implementation Funds which, will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.

(Ratification of Change Order No. 010 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project)

C.6 Ratified Change Order No. 011 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project. Amount \$46,301.00 to be charged to the Master Construct and Implementation Funds, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.

(Ratification of Change Order No. 011 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm

- C.7 Ratified Change Order No. 012 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project. Amount \$48,230.00 to be charged to the Master Construct and Implementation Funds, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report. Elementary School Reconstruction Project) (Ratification of Change Order No. 012 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project)
- C.8 Ratified Change Order No. 013 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project. Amount \$27,246.00 to be charged to the Master Construct and Implementation Funds, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report. (Ratification of Change Order No. 013 to Construction Services Agreement #16-199 Ratification of Change Order No. 013 to Construction Services Agreement #16-199)
- C.9 Ratified Change Order No. 014 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project. Amount \$38,309.00 to be charged to the Master Construct and Implementation Funds, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report. (Ratification of Change Order No. 014 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project)
- C.10 Ratified Change Order No. 015 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project. Amount \$28,473.00 to be charged to the Master Construct and Implementation Funds, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report. (Ratification of Change Order No. 015 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project)
- C.11 Ratified Change Order No. 016 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project. Amount \$30,583.00 to be charged to the Master Construct and Implementation Funds, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report. (Ratification of Change Order No. 016 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project)
- C.12 Ratified Change Order No. 017 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project. Amount \$58,025.00 to be charged to the Master Construct and Implementation Funds, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report. (Ratification of Change Order No. 017 to Construction Services Agreement #16-199 with

- C.13 Ratified Change Order No. 003 to the Construction Services Agreement #17-117 with Bernards to provide Construction Services related to the Marshall New Classroom Building Project. Amount \$52,534.00 to be charged to the Master Construct and Implementation Funds, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.
- C.14 Ratified Change Order No. 004 to the Construction Services Agreement #17-117 with Bernards to provide Construction Services related to the Marshall New Classroom Building Project. Amount \$58,179.00 to be charged to the Master Construct and Implementation Funds, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.
- C.15 Ratified Change Order No. 005 to the Construction Services Agreement #17-117 with Bernards to provide Construction Services related to the Marshall New Classroom Building Project. Amount \$45,928.00 to be charged to the Master Construct and Implementation Funds, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.
- C.16 Ratified Change Order No. 006 to the Construction Services Agreement #17-117 with Bernards to provide Construction Services related to the Marshall New Classroom Building Project, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.
- C.17 Approved Contractor Contingency Allocation No. 009 to Construction Services Agreement #17-117 with Bernards, for additional items of work related to the Marshall New Classroom Building Project. Amount \$65,307.00 to be paid out of the Master Construct and Implementation funds. The remaining Contractor Contingency balance after Allocation No. 009 will be \$6,592.00.
- C.18 Accepted the “Disclosure of Collective Bargaining Agreement” form for OEA as presented. Increase of 1.25% on the OEA Salary Schedule.
- C.19 Renewed Agreement #19-12 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets, as outlined above. Under the terms of Agreement #19-12, Vallarta
- Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction Project)
- (Ratification of Change Order No. 003 to Construction Services Agreement #17-117 with Bernards for the Marshall New Classroom Building Project)
- (Ratification of Change Order No. 004 to Construction Services Agreement #17-117 with Bernards for the Marshall New Classroom Building Project)
- (Ratification of Change Order No. 005 to Construction Services Agreement #17-117 with Bernards for the Marshall New Classroom Building Project)
- (Ratification of Change Order No. 006 to Construction Services Agreement #17-117 with Bernards for the Marshall New Classroom Building Project)
- (Approval of Contractor Contingency Allocation No. 009 to Construction Services Agreement #17-117 with Bernards Bros. Inc. for the Marshall New Classroom Building Project)
- (Disclosure of Collective Bargaining Agreement with OEA)

agrees to pay the District a yearly fee of \$24,763.20 for their use of the ESC front parking lot for the period of July 1, 2019 through June 30, 2020.

(Request for Approval of Renewal Agreement #19-12 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets)

C.20 Approved the award of Field Contract #FC-P20-00010 to Sam Hill & Sons Inc., for \$48,410.00, to be paid from Deferred Maintenance funds.

(Approval of Field Contract #FC-P20-00010 – Sam Hill & Sons Inc.)

C.21 Awarded Bid #18-INF-01, Painting 2019 – Frank & Drifill, and enter into Agreement #19-41 with CAM Painting Inc., in the amount of \$107,500.00, to be paid from Deferred Maintenance funds.

(Award of Informal Bid #18-INF-01 and Approval of Agreement #19-41 for Painting 2019 – Frank & Drifill)

C.22 Ratified Short-Term Payment Agreement #19-54 with Apple Financial Services. The fiscal impact on the district for the purchase of 4,500 iPads remains at \$1,860,215.06 for the FY 2019-20. The Short-Term Agreement is a “same as cash” agreement with no fiscal impact on the district when paid in full.

(Ratification of Short-Term Payment Agreement #19-54 for the purchase of iPads in support of the District’s 1:1 Device Program)

C.23 Approved approve Resolution #19-01 to authorize appropriation transfers for 2018-19 fiscal year, and authorize its filing with the Ventura County Office of Education.

(Resolution #19-01 to Authorize Appropriation Transfers for 2018-2019)

C.24 Resolution #19-02 authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education.

(Resolution #19-02 for Authorization to Make Temporary Loans Between District Funds for 2019-2020)

C.25 Resolution #19-03 authorizing expenditure transfers for the 2019-20 fiscal year, and authorize its filing with the Ventura County Office of Education.

(Resolution #19-03: Authorization for Expenditure Transfers for 2019-2020)

C.26 Resolution #19-04 reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2019, and authorize its filing with the Ventura County Office of Education.

(Resolution #19-04: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of employees after July 1, 2019)

C. 27 Declared the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

(Certification of Signatures)

C.28 Approved the destruction of records that have reached the end of their hard copy retention period.

- C.29 Approved the selection of vendors for the Child Nutrition Program for the 2019-20 school year. (Approval of Destruction of Records)
- C.30 District enrollment as of May 31, 2019 was 16,167. This is 400 less than the same time last year. (Selection of vendors for Child Nutrition Program)
- C.31 Approved Purchase Order/Draft Payment Report #18-10 as submitted. (Enrollment Report)
- C.32 Approved 2019-2010 Education Protection Account Spending Plan as per attachment. (Purchase order Draft Payment Report #18-10)
- C.33 Approved Amendment #1 to Agreement #18-177 with Dr. Michael McQuillan, OD, amount not to exceed \$2,000.00, to be paid with Special Education funds. (Approval of 2019-20 Education Protection Account (EPA) Spending Plan)
- C.34 Approved Amendment #2 to Agreement #18-201 with Alternative Behavior Strategies, LLC, amount not to exceed \$65,000.00, to be paid with Special Education funds. (Approval to Amendment #1 to Agreement #18-177/ Dr. Michael McQuillan, OD)
- C.35 Scheduled August 7, 2019 for the Public Hearing for OEA and the District's proposals. (Approval of Amendment #2 to Agreement #18-201 – Alternative Behavior Strategies, LLC.)
- C.36 Approved Agreement/MOU #19-55, as presented. (Approval to Set Date for Public Hearing re: Sunshine of the Oxnard Educators Association ("OEA") and the Oxnard School District's (District) Initial Proposals for 2019-2020 Negotiations, Pursuant to Government Code Section 3547)
- (Approval of Agreement/Memorandum of Understanding (MOU) #19-55 with Tri-Counties Regional Center, Foster Grandparent Program)

C.37 Approved the Special Education Assessment Specialist Job Description, as presented.

(Approval of Special Education Assessment Specialist Job Description)

C.38 **Moved to Action Item D.15** Approve the attached job duties of Special Education Service Coordinator.

(Special Education Coordinator – Moved to Action Item D.15)

C.39 Approved the establishment, abolishment, and increase of the positions as presented

(Establish/ Abolish/ Increase Hours of Position)

C.40 Approved the Personnel Actions, as presented.

(Personnel Actions)

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>		
Barragan, Mayra A.	Library Media Technician, Position #1849 Elm 5.0 hrs./190 days	04/29/2019
Corse, Alyssa M.	Paraeducator II, Position #2114 Special Education 5.75 hrs./183 days	05/06/2019
Martinez, Mayra	Paraeducator II, Position #9306 Special Education 5.75 hrs./183 days	05/13/2019
Patron-LaFrance, Alicia	Payroll Technician, Position #9176 Budget & Finance 8.0 hrs./246 days	05/06/2019
Harper, Stephanie	Library Media Technician, Position #2199 Sierra Linda 5.0 hrs./190 days	05/20/2019
<u>Limited Term</u>		
Almanza, Sanjuana	Campus Assistant (substitute)	04/22/2019
Botello, Monica	Paraeducator (substitute)	05/14/2019
Chavez, Julio C.	Paraeducator (substitute)	05/28/2019
Cortez, Rosario	Campus Assistant (substitute)	05/01/2019
Garcia Jr., Manuel	Custodian (substitute)	05/22/2019
Gutierrez, Sheila M.	Clerical (substitute)	05/13/2019
Jimenez, Maricela	Child Nutrition Worker (substitute)	05/07/2019
Jimenez, Perla	Clerical (substitute)	05/13/2019
Nunez, Charles J.	Custodian (substitute)	05/15/2019
Ordaz, Josue J.	Paraeducator (substitute)	05/15/2019
Plascencia, Carlos	Clerical (substitute)	05/13/2019
Potts, Erin	Clerical (substitute)	05/20/2019
Ting, Tina M.	Clerical (substitute)	04/20/2019
Torres, Alfred	Clerical (substitute)	05/20/2019

Transfer

Cater, Taylor	Paraeducator I, Position #7184 McAuliffe 4.83 hrs./ 183 days Paraeducator I, Position #7167 Brekke 4.83 hrs./ 183 days	05/26/19
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Voluntary Demotion

Escobedo, Sonia	Paraeducator I, Position #7178 Lemonwood 4.10 hrs./ 183 days Paraeducator II, Position #8603 Special Education 5.75 hrs./ 183 days	05/19/2019
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Return from Leave of Absence

Grande, Carmen E.	School Office Manager, Position #1820 Marshall 8.0 hrs./ 210 days	05/20/2019
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Released During Probation

10574	Language Assessment Technician, Position #2443	05/23/2019
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Resignation

Canales, Catalina	Health Care Technician, Position #9032 Pupil Services 7.0 hrs./183 days	05/07/2019
Fateh, Navid D.	Director of Facilities, Position #7354 Facilities 8.0 hrs./246 days	06/03/2019
Fountain, Genesis	District Textbook Coordinator Educational Services, 8.0 hrs./246 days	05/31/2019
Jindall, Shweta	Payroll Technician, Position #9175 Budget & Finance 8.0 hrs./246 days	05/23/2019
Madrigal, Lizeth	Campus Assistant, Position #3069 Rose Ave. 4.5 hrs./180 days	04/25/2019
Nunez, Charles J.	Campus Assistant, Position #7151 Fremont 4.0 hrs./180 days	05/15/2019
Warrick, Roderick	Site Technology Technician, Position #2511 Ramona 8.0 hrs./246 days	05/07/2019

Resignation Date Correction

Hernandez, Julie V.	Paraeducator I, Position #7193 Sierra Linda 4.83 hrs./183 days	05/17/2019 05/16/2019
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Listed below are the recommended Certificated Personnel Actions, presented to the Board (Certificated) of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

Name

Position

Effective Date

New Hires

Arredondo, Cecilia	Music Teacher	August 19, 2019
Glick, Dawn	Speech Therapist	August 19, 2019
Hidalgo, David	Speech Therapist	August 19, 2019

McGarity, Susan Ruiz Romero, Lillian	Music Tecaer SPED M/M	August 19, 2019 August 19, 2019
Harper, Margo	Substitute Teacher	2018/2019 School Year
<u>Resignations</u>		
Garcia, Alyssa	Teacher, SPED M/M	June 14, 2019
Kernochan, Brian	Teacher, SPED M/M	June 14, 2019
Maeshiro, Ashley	Teacher, SPED M/M	June 14, 2019
Sayer, Patrick	PE Teacher	June 14, 2019
<u>Leave of Absence</u>		
Boelts, Jennifer	School Nurse	2019/2020 School Year
Polda, Michael	Teacher Science	2019/2020 School Year

- D.1 On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 5-0, the Board approved the Employment Agreement for Mr. Karling Aguilera-Fort to serve as the District Superintendent beginning July 1, 2019. The agreement provides for a three-year term and a salary of \$235,000 annual salary.
- APPROVAL OF EMPLOYMENT AGREEMENT FOR SUPERINTENDENT (Motion# 19-155)
- D.2 After a discussion, Trustee O’Leary placed a motion to amend Resolution #19-05 conditioning the lease to a pesticide ban and unionized labor, Trustee Vega seconded and after a roll call vote the motion failed with 2 votes in favor (Trustees O’Leary and Vega) and 3 abstentions, (Trustees Cordes, Madrigal Lopez and President Robles-Solis).
- On a motion by Trustee O’Leary seconded by Trustee Cordes, and carried on a roll call vote of 5-0, the Board approved the motion to table Item D.2 until they receive more information.
- REQUEST FOR APPROVAL OF RESOLUTION #19-05 – LEASE OF DORIS/PATTERSON PROPERTY FOR AGRICULTURAL USE (Failed Motion# 19-156) (Motion# 19-157)
- D.3 On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried a roll call vote of 5-0, the Board approved the Oxnard School District 2019-20 Local Control and Accountability Plan (LCAP).
- APPROVAL OF OXNARD SCHOOL DISTRICT 2019-20 LOCAL CONTROL AND ACCOUNTABILITY PLAN (Motion# 19-158)
- D.4 After a presentation by Ms. Janet Penanhoat, Assistant Superintendent of Finances and Fiscal Services. On Motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 5-0, the Board adopted the Oxnard School District Budget for the 2019-20 fiscal year as presented.
- ADOPTION OF OXNARD SCHOOL DISTRICT 2019-20 BUDGET (Motion# 19-159)
- D.5 On Motion by Trustee Cordes, seconded by Trustee Vega, and carried on a roll call vote of 5-0, the Board approved the Local Control and Accountability Plan – Every Student Succeeds Act Addendum as presented.
- APPROVAL OF THE LOCAL CONTROL AND ACCOUNTABILITY

PLAN- EVERY
STUDENT SUCCEEDS
ACT (ESSA)
ADDENDUM
(Motion# 19-160)

D.6 On Motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 4-0, Trustee O’Leary being not available, the Board approved the Variable Term Waivers for bilingual authorization for the 2019-20 school year, as presented.

APPROVAL OF
VARIABLE TERM
WAIVERS FOR
BILINGUAL
AUTHORIZATION FOR
2019-20 FOR CORAIMA
ALFARO AND DAN
KUBILOS
(Motion# 19-161)

D.7 On Motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 5-0, the Board approved the Variable Term Waivers for bilingual authorization for the 2019-20 school year, as presented.

APPROVAL OF THE
VARIABLE TERM
WAIVER IN MUSIC
FOR 2019-20 FOR
CECILIA ARREDONDO
(Motion# 19-162)

D.8 On Motion by Trustee Madrigal Lopez, seconded by Trustee Cordes, and carried on a roll call vote of 5-0, the Board approved the Variable Term Waiver in Speech Pathology for David Hidalgo, as presented.

APPROVAL OF THE
VARIABLE TERM
WAIVER IN SPEECH
PATHOLOGY FOR 2019-
20 FOR DAVID
HIDALGO
(Motion# 19-163)

D.9 On Motion by Trustee Cordes, seconded by Trustee Vega, and carried on a roll call vote of 5-0, the Board of Trustees approved the 2018-19 tentative agreement and health and welfare cost relief for the 2019-20 school year, as indicated above. The fiscal impact is \$1,185,490.00, to be paid out of the General Fund.

APPROVAL OF THE
2018-19 TENTATIVE
AGREEMENT WITH
THE OXNARD
EDUCATORS
ASSOCIATION (OEA)
(Motion# 19-164)

D.10 On Motion by Trustee O’Leary, seconded by Trustee Vega, and carried on a roll call vote of 5-0, the Board of Trustees approved to discontinue the District’s self-insurance plan for 1:1 devices for the 2019-20 Fiscal Year.

APPROVAL OF
DISTRICT 1:1 DEVICE
SELF-INSURANCE AND
2018-19 LOSS
INFORMATION
(Motion# 19-165)

D.11 After a discussion, on Motion by Trustee Cordes, seconded by Trustee Vega, and carried on a roll call vote of 5-0, the Board of Trustees approved to amend item # 19-31 to limit the scope of Autism Learning Partners services to the Extended School Year 2019 (ESY).

ITEM#19-31 PULLED
FROM THE CONSENT
AGENDA - APPROVAL
TO LIMIT THE SCOPE
OF AUTISM LEARNING

PARTNERS INC WITH
AUTISM LEARNING
LLC TO THE TO THE
EXTENDED SCHOOL
YEAR 2018-19 year.
(Motion# 19-166)

On motion by Trustee Cordes, seconded by Trustee Vega, and carried on a roll call vote of 5-0, the Board of Trustees approved new item # 19-31 as amended.

APPROVAL OF AUTISM
LEARNING PARTNERS
INC AGREEMENT AS
AMENDED
(Motion# 19-167)

D.12 Agreement with Therapy Travelers to provide supplemental staffing including Speech Language Therapist, Speech Language Therapist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an “as needed” basis. After a discussion, on Motion by Trustee Cordes, seconded by Trustee O’Leary, and carried on a roll call vote of 5-0, Board of Trustees accepted item #19-34.

ITEM #19-34 PULLED
FROM THE CONSENT
AGENDA -
AGREEMENT WITH
THERAPY TRAVELERS
TO PROVIDE
SUPPLEMENTAL
STAFFING
(Motion# 19-168)

D.13 Agreement with Advanced Medical Personnel Services Inc. will provide supplemental staffing to the Oxnard School district on an “as needed” basis. Advanced Medical Personnel Services Inc. will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability, amount not to exceed \$300,000.00, to be paid with Special Education funds.

ITEM #19-45 PULLED
FROM THE CONSENT
AGENDA –
AGREEMENT WITH
ADVANCED MEDICAL
PERSONNEL SERVICES
INC. WILL PROVIDE
SUPPLEMENTAL
STAFFING
(Motion# 19-169)

After a discussion, on Motion by Trustee Cordes, seconded by Madrigal Lopez, and carried on a roll call vote of 5-0, Board of Trustees accepted item #19-45

D.14 Amendment No. 1 to the CSA #15-198, with Swinerton Builders, to provide Construction Services related to the Lemonwood Early Childhood Development Center Modernization Project, under the Master Construct and Implementation Funds Program in the amount of \$524,476.00, to be paid out of the Deferred Maintenance Funds. The GMP for this project will consist of (1) the original Board approved GMP of \$29,575,897.91, (2) Board Approved Change Orders to date in the amount of \$4,052,334.82, and (3) Amendment No. 1 (Lemonwood ECDC) in the amount of \$2,976,375.45. The GMP shall be \$36,604,608.18.

ITEM C.3 PULLED
FROM THE CONSENT
AGENDA - APPROVAL
OF AMENDMENT NO.
001 TO
CONSTRUCTION
SERVICES
AGREEMENT #15-198
WITH SWINERTON
BUILDERS TO
PROVIDE
LEASE/LEASEBACK
CONSTRUCTION
SERVICES FOR THE
LEMONWOOD EARLY
CHILDHOOD

After a discussion, on motion by Trustee O’Leary, seconded by Trustee Madrigal Lopez, and carried a roll call vote, the Board approved amendment No. 001 to Construction Services Agreement #15-198. With Swinerton Builders.

DEVELOPMENT
CENTER PROJECT
(Motion# 19-170)

D.15 On motion by Trustee O’Leary, seconded by Trustee Vega and carried a roll call vote of 5-0, the Board approved the change of the word “needed” to the word “available” on the last bullet of the essential Duties on the Special Education Service Coordinator job description, due to a change made during Personnel Commission.

ITEM C.3 PULLED
FROM THE CONSENT
AGENDA - APPROVAL
OF AMENDMENT ON
SPECIAL EDUCATION
SERVICE
COORDINATOR.
(Motion# 19-171)

E. 1 On motion by Trustee O’Leary, seconded by Trustee Cordes and carried a roll call vote of 5-0, the Board approved the following minutes with a correction made to the Special Board Meeting of May 22, 2019, stating that Trustee Cordes arrived at 6:45 p.m

APPROVAL OF
MINUTES
(Motion# 19-172)

- May 22, 2019 - Special Board Meeting
- June 5, 2019 - Regular Board Meeting

G.1 Superintendent Announcements:

SUPERINTENDENT
ANNOUNCEMENTS

Dr. Cesar Morales

- Reported that students, teachers, and staff held an assembly at Elm Street School on June 7. On this opportunity, representatives from the California Association for Bilingual Education recognized Elm Street School for receiving the "Seal of Excellence" for its Dual Language Immersion Program.
- Reported that a representative from the U.S. Fish and Wildlife Service in Ventura presented a certificate of recognition to one student in particular for the enthusiasm she displayed during the Oxnard Insect Festival. Dr. Morales congratulated Naomi Miranda.
- Informed that Cal State Channel Islands is looking to continue and possibly expand the Junior Scientist program with our district next year.
- Congratulated the group of parents who recently graduated from Level 2 of Project2Inspire.
- Reported that he taught First grade students for a day at Thurgood Marshall School and he even stayed for the staff meeting at the end of the school day. His “teacher for a day” experience was a result of an auction offered by the Oxnard Educational Foundation.
- Informed that Oxnard School District's Dr. Marlene Batista, Director of English Learner Services, will be show casing her salsa dancing skills for a great cause at the Oxnard Salsa Festival on Sunday, July 28 at 1 p.m.
- Congratulated students from Curren, Lemonwood, Driffill, Chavez, Kamala, Frank, Fremont, Haydock, and Juan Soria schools for promoting from the 8th grade last week.
- Thanked Letitia Austin, for her help with the Superintendent Highlights and throughout the year. Thanked the IT team making the Board Meeting production. Thanked all the staff for doing an exceptional work during his time. Thanked the Board of Trustee for the opportunities. Thanked the ESC staff for their support. A special thanks for the cabinet and Ms. Chaparro for their work.

G.2 Trustees Announcements:

TRUSTEES
ANNOUNCEMENTS

Trustee Cordes:

- Reported she attended the CAFE celebration at Elm.
- Reported she attended nine promotion ceremonies.
- Thanked again Dr. Morales for his work.
- Reported the Kiwana will be at the Oxnard High School serving pancakes at the Relay for Life event.

Trustee Vega

- Thanked Ms. Lepe, Keiko and Sofia for attending the meeting.
- Congratulate the parents and students for the promotions.
- Thanked the staff and teachers at school and the district for helping students graduate.
- Congratulated and thanked Dr. Morales

Trustee O’Leary

- Expressed his gratitude.

Trustee Madrigal Lopez

- Reported she Attended after school programs.
- She also attended promotion ceremonies.
- Congratulated the students for their speeches.
- Thanked Dr. Morales for his service.

President Robles-Solis

- Thanked all Oxnard School District staff for their service during the school year.
- Wished everyone a wonderful summer.
- Congratulated all promoted students.
- Wished Dr. Morales the best of luck and thanked him for his service.

The Board reconvened to closed session until approximately 11:40 p.m. to discuss items in the closed session agenda.

President Robles-Solis reported actions taken in closed session.

REPORT ON CLOSED
SESSION

Removal/Suspension/Expulsion of Students:

On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0, being Trustees O’Leary absent, the Board approved the administration recommendation in Case # 18-14.

(Motion# 19-173)

On a motion by Trustee Cordes to reject administration recommendation, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0, being Trustees O’Leary absent, the Board rejected the administration recommendation in Case # 18-15.

(Motion# 19-174)

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, Trustee O’Leary being absent, President Robles-Solis adjourned the meeting at 11:43 p.m.

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

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 June 19, 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

Special Board Meeting
June 26, 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, Denis O’Leary, Jesus Vega, Monica Madrigal Lopez and Debra Cordes. Also present was Nitasha Sawhney with Garcia Hernandez Sawhney LLP. ROLL CALL

3. Adoption of the Agenda ADOPTION OF THE AGENDA
On motion by Trustee Madrigal Lopez, seconded by Trustee O’Leary and carried on a roll call vote of 5-0, the agenda was adopted, as presented.

4. Closed Session CLOSED SESSION -
Caldwell Flores Winters, Inc. provided the Board with an update on the 13th 13TH SEMI-
Semi-Annual Master Construct and Implementation Program Update. ANNUAL MASTER
CONSTRUCT AND
IMPLEMENTATION
PROGRAM
UPDATE

5. Action Items PUBLIC COMMENTS

Public Comments:

- Adam Vega, Resolution #19-05
- Luis Calderon, Farming Oxnard School District Property

On motion by Trustee Vega, seconded by Trustee Cordes and carried on ACTION ITEMS
a roll call vote of 4-1, Trustee O’Leary being the No vote, the Board approved APPROVAL OF
Resolution #19-05, Lease of Doris/Patterson property for agricultural use. RESOLUTION 19-05

There being no further business, on motion by Trustee Cordes, President ADJOURNMENT
Robles-Solis adjourned the meeting at 8:00 p.m..

Respectfully submitted,
Dr. Cesar Morales
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 June 26, 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

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 7, 2019

Agenda Section: Section F: Board Policies, First Reading

**First Reading – Revision to BP 3290 and New E 3290 – Gifts, Grants and Requests
(Penanhoat)**

The administration is recommending a revision to BP 3290, Gifts, Grants and Bequests, to align with changes suggested by the California School Boards Association. Added language to BP 3290 is indicated by italicized font and deleted language is indicated by strikethrough.

The administration also recommends adding E 3290, a new Exhibit to BP 3290, to define the district's procedure relative to donations.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt the revisions to BP 3290 as presented.

ADDITIONAL MATERIALS:

Attached: [BP 3290 - Revised \(4 pages\)](#)
[E 3290 - New \(1 page\)](#)

GIFTS, GRANTS AND BEQUESTS

The Board of Trustees may accept any gift, grant, or bequest ~~or gift~~ of money, ~~or~~ property, or service to ~~on behalf of~~ the district from any individual, organization, foundation, or public or private agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board ~~discourages~~ shall reject any gifts which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to providing ~~equal~~ equitable educational opportunities for all district students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Before accepting any gift, grant, or bequest, the Board shall carefully consider ~~whether the gift:~~ any conditions or restrictions imposed by the donor to ensure their consistency with the district's vision, philosophy, and operations. If the Board believes the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

In addition, the Board shall ensure that the acceptance of the gift, grant, or bequest does not:

1. ~~Has a purpose consistent with the district's vision and philosophy~~ Involve the creation of a program which the Board would be unable to sustain when the donation is exhausted
2. ~~Begins a program which the Board would be unable to continue when the donated funds are exhausted~~ Entail undesirable or excessive costs
3. ~~Entails undesirable or excessive costs~~ Promote the use of violence, drugs, tobacco, or alcohol
4. Advertise or endorse the use of non-nutritious food or beverages during the school day
5. Encourage or enable the violation of any law or district policy
6. Implies endorsement of any business or product or unduly commercialize or politicize the school environment

(cf. 1325 - Advertising and Promotion)

~~The Board shall carefully evaluate any conditions or restrictions imposed by the donor in light of district philosophy and operations. If the Board feels the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.~~

Any ~~Gift~~ of books and or instructional materials shall may only be accepted ~~only~~ if they meet regular district criteria for selection of instructional materials.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

All gifts, grants and bequests shall become district property. Donors are encouraged to donate all gifts to the district rather than to a particular school, *classroom, or teacher*. At the Superintendent or designee's discretion, a gift may be used at a particular school *or classroom*.

Corporate Sponsorship

The Board may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business product, or service in district publications or on district property or web sites.

(cf. 1113 – District and School Web Sites)

(cf. 1700 – Relations Between Private Industry and the Schools)

(cf. 3312 – Contracts)

(cf. 6145.2 – Athletic Competition)

Every sponsorship agreement shall be in writing and shall be approved by the Board. The Board shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's missions, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications in accordance with BP 1325 – Advertising and Promotion.

Each sponsorship agreement shall contain statements including, but not limited to:

- 1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed*
- 2. The duration of the agreement and the roles, expectations, rights and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services*
- 3. The authority of the Board to retain exclusive right over the use of the district's name, logo, and other proprietary information and the requirement that the sponsor will obtain prior approval of the Board before using such information*
- 4. The prohibition against the collection or distribution of students' personal information except as allowed by law*
- 5. The authority of the Board to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with the district's vision, mission, or goals or the sponsor engages in any prohibited activity*

(cf. 5022 – Student and Family Privacy Rights)

(cf. 5125 – Student Records)

Online fundraising

Any person or entity who wishes to conduct an online fundraising campaign, including a crowdfunding campaign, for the benefit of the district, a school, or a classroom shall submit a written request for prior approval to the Superintendent or designee. Approval of requests shall take into consideration compatibility with the district's vision and goals, core beliefs, instructional priorities, and infrastructure; the manner in which donations are collected and distributed; equity of the use of funds; and any other factors deemed relevant or appropriate by the district.

Any person or entity approved to conduct an online fundraising campaign shall comply with relevant district policies and procedures, including ensuring financial transparency in describing the purpose and use of the funds and protecting student privacy as applicable. Such person or entity shall specify that the district, rather than a staff member, classroom, or school, will own the funded resources.

Funds raised by an online fundraising campaign and donated to the district shall be subject to the same terms, criteria for acceptance, and accountability measures as any other donation as specified in this policy.

The procedure for processing donations is incorporated herewith as an Exhibit to this policy.

Appreciation

The Board may show appreciation for any donation to the district in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of any commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.

(cf. 1150 – Commendations and Awards)

(cf. 7310 – Naming of Facility)

Legal Reference:

EDUCATION CODE

1834 Acquisition of materials and apparatus

35160 Powers and duties

35162 Power to sue, be sued, hold and convey property

41030 School district may invest surplus monies from bequest or gifts

41031 Special fund or account in county treasury

41032 Authority of school board to accept gift or bequest; investments; gift of land requirements

41035 Advisory committee

41036 Function of advisory committee

41037 Rules and regulations

41038 Applicability of other provisions of chapter

Management Resources:

WEB SITES

California Consortium of Education Foundations: <http://www.cceflink.org>

Policy
adopted: ~~October 19, 2011~~ *August 21, 2019*

OXNARD SCHOOL DISTRICT
Oxnard, California

Gifts, Grants and Bequests

**OXNARD SCHOOL DISTRICT
DONATION PROCEDURES**

Any funds or items that are to be received as a donation to the Oxnard School District or any of its affiliated schools, for any purpose, must be properly acknowledged prior to acceptance and/or expenses incurred. Oxnard School District does not approve donations to parent/teacher groups. **These procedures apply to all donation requests including online donation forums such as GoFundMe or DonorsChoose.**

Donation Procedure:

- School site or department sends draft application/letter to Assistant Superintendent, Business & Fiscal Services for review. Application/letter **MUST** have prior approval by school site principal or department head.
- School site or department submits final application/letter to agency/individual with a copy to Assistant Superintendent, Business & Fiscal Services.
- School site or department sends grant award and any requirements to Superintendent **AND** to Director of Finance.
- Superintendent's Executive Assistant prepares board item.

School sites/departments must plan for extra time if the gift or grant is for field trip costs, to include admission and/or transportation.