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 21, 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
Pledge of Allegiance to the Flag

A.3. District's Vision and Mission Statements
The District's Vision Statement will be read in English by Avery Rosas, 5th grader in Mrs. Rodriguez' class, the Mission Statement will be read in English by Marley Rosas, 5th grader in Mr. Carrier's class, and the Vision and Mission Statements will be read in Spanish by Eduardo Saavedra, 4th grader in Ms. Louth's class.

A.4. Presentation by Brekke School - Academy of Science and Inquiry
Principal Bertha Anguiano will provide a short presentation to the Board regarding Brekke School, Academy of Science & Inquiry. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)
Moved:
Seconded:
Vote:

ROLL CALL VOTE:
Cordes ___, Vega ___, O'Leary ___, Madrigal Lopez ___, Robles-Solis ___

A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)
Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a "Speaker Request Form" and submitting the form to the Assistant Superintendent of Human Resources and Support Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

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

A.7. Closed Session
1. Pursuant to Section 54956.9 of Government Code
   Conference with Legal Counsel – Anticipated Litigation: 1 case
   Conference with Legal Counsel – Existing Litigations:

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

- J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

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

3. 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 Recommendation:
- Appointment of Interim Principal
- Appointment of Interim Assistant Principal

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

A.9. Report Out of Closed Session

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Comment (3 minutes per speaker)/Comentarios del Público (3 minutos para cada ponente)
Members of the public may address the Board on any matter within the Board's jurisdiction at this time or at the time that a specific agenda item is being considered. Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised. The Board particularly invites comments from parents of students in the District. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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

Section C: CONSENT AGENDA

(All matters specified as Consent Agenda are considered by the Board to be routine and will be acted upon in one motion. There will be no discussion of Notes:

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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.)

Moved:
Seconded:

ROLL CALL VOTE:
Cordes ___, Vega ___, O'Leary ___, Madrigal Lopez ___, Robles-Solis ___

Section C: CONSENT AGREEMENTS
It is recommended that the Board approve the following agreements:

C.1. Approval of Agreement #19-83 – Ventura County Office of Education (DeGenna/Ridge)
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-83 with Ventura County Office of Education. Amount not to exceed $25,000.00, to be paid with LCFF funds. Amount not to exceed $25,000.00, to be paid with LCFF funds.

C.2. Approval of Agreement #19-82 – Jennifer A. Blok (DeGenna/Ordaz)
It is the recommendation of the Principal, Rose Avenue School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-82 with Jennifer A. Blok. Amount not to exceed $10,080.00, to be paid with LCFF Intervention funds.

C.3. Approval of Agreement #19-96 with Reiter Brothers, Inc. - Agricultural Lease of Doris Patterson Property (Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board approve Agreement #19-96 entering into an agricultural land lease of the Doris Patterson property. Revenue to the General Fund as follows:

- 2020-21 FY - $4,100 per acre x 25 = $102,500.00
- 2021-22 FY - $4,100 per acre x 25 = $102,500.000
- 2022-23 FY - $4,200 per acre x 25 = $105,000.00

C.4. Approval of Agreement #19-99, PDAP of Ventura County Inc. (DeGenna/Ridge)
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-99 with PDAP of Ventura County Inc. Amount not to exceed $30,000.00, to be paid with Title 1 funds.

SECTION C: CONSENT RATIFICATION OF AGREEMENTS
It is recommended that the Board ratify the following agreements:

C.5. Ratification of Agreement #19-98, Maxim Healthcare Services Inc. (DeGenna/Ridge)
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-98 with Maxim Healthcare Services Inc. Amount not to exceed $10,000.00, to paid from the General Fund.

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

C.6. Ratification of Agreement/MOU #19-85 – Butte County Office of Education/California Mini-Corps (Vaca)
It is recommended by the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees ratify Agreement/MOU #19-85 with Butte County Office of Education/California Mini-Corps. No fiscal impact.

C.7. Ratification of Agreement/MOU #19-76 - Continuing Development, Inc. (DeGenna/Valdes)
It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent Educational Services, that the Board of Trustees ratify Agreement/MOU # 19-76 with Continuing Development, Inc. The amount of $12,225.60 per year paid to Oxnard School District by Continuing Development, Inc.

C.8. Ratification of Agreement#19-75 - Assistance League, Non-Public School, NPS (DeGenna/Madden)
It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational services that the Board of Trustees ratify Agreement #19-75 with Assistance League School, NPS, amount not to exceed $151,800.00, to be paid with Special Education funds.

C.9. Ratification of Agreement #19-80 – STAR of CA, ERA ED (DeGenna/Madden)
It is recommended by the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-80 between Oxnard School District and STAR of CA, ERA ED. Amount not to exceed $800,000.00, to be paid with Special Education funds.

C.10. Ratification of Agreement/MOU #19-88 – Tutorific! (DeGenna/Madden)
It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-88 with Tutorific. Amount not to exceed $70,000.00 (billed at $65.00 per hour), to be paid with Special Education funds.

C.11. Ratification of Agreement #19-89 – Center for Autism & Related Disorders, LLC (DeGenna/Madden)
It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-89 with Center for Autism & Related Disorders, LLC. Amount not to exceed $20,000.00, to be paid with Special Education funds.

C.12. Ratification of Agreement #19-84 – Therapy Travelers LLC (DeGenna/Madden)
It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-84 with Therapy Travelers LLC. Amount not to exceed $580,000.00, to paid with Special Education funds.

C.13. Ratification of Agreement #19-81 – 360 Degree Customer, 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 Agreement #19-81 with 360 Degree Customer Inc. Amount not to exceed $700,000.00, to be paid with Special Education funds.

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

C.14. Ratification of Agreement/MOU #19-91 – The Coalition for Family Harmony (DeGenna/Ridge)
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-91 with The Coalition for Family Harmony.

C.15. Ratification of Agreement/MOU #19-92 – School on Wheels, Inc. (DeGenna/Ridge)
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-92 with School on Wheels, Inc.

C.16. Ratification of Agreement/MOU #19-90 – I nterface Children and Family Services (DeGenna/Ridge)
It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-90 with Interface Children and Family Services.

C.17. Ratification of Agreement/MOU #19-86 with Ventura County Sheriff's Office and City Impact Inc. (DeGenna/Ridge)
It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-86 with Ventura County Sheriff's Office and City Impact Inc.

C.18. Ratification of Agreement #19-87 with Zajonc Corporation (DeGenna/Ridge)
It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-87 with Zajonc Corporation. For an approximate amount of $108,750.00 per year, for a 6-1/4 year total of $652,500.00. Note: OSD is only obligated to pay this amount if the grant is awarded.

SECTION C: CONSENT AGENDA CONTINUED
It is recommended that the Board approve the additional consent agenda items:

C.19. 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.20. 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 abolishment, and increase of the positions as presented.
Savings for Paraeducator I- $24,492 Site funds
Cost for Office Assistant II - $5,763 General

C.21. Approval of Contractor Contingency Allocation No. 006 to the Elm Elementary School Reconstruction Project's Contractor Contingency for a decrease of cost for the work associated with the 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. 006 to Construction Services Agreement #16-199 with Bernards, for additional items of work, and an additional item of credit, related to

the Elm Elementary School Reconstruction Project. Contractor Contingency Allocation (CCA) No. 006 provides for the Board's approval of Eight (8) items of cost totaling $122,662.00, and one (1) item of credit totaling ($131,342.00), as agreed to in writing by the Contractor and District to be drawn from, and added to, the Contractor Contingency line item of the contract. The amount of funds returned to the Contractor Contingency line item as a result of CCA No. 006 is $8,680.00. CCA No. 006 will not increase Contract Time.

To date, $660,818 of Contractor Contingency funds (including CCA No. 006) will have been utilized. The remaining Contractor Contingency sum upon approval of CCA No. 006 shall be $18,023.00.

C.22. Ratification of Change Order No. 007 to Construction Services Agreement #17-117, with Bernards to adjust costs for the Marshall New Classroom Building 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 No. 007 for Master Agreement #17-117 with Bernards. Amount not to exceed $36,664.00, to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget, as approved by the Board in the June 2019 six-month update.

C.23. Ratification of Change Order No. 008 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building 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 #008 for Master Agreement #17-117 with Bernards. Amount not to exceed $35,858.00 to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget, as approved by the Board in the June 2019 six-month update.

C.24. Ratification of Change Order No. 009 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building 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 #009 for Master Agreement #17-117 with Bernards. Amount not to exceed $5,297.00 to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget, as approved by the Board in the June 2019 six-month update.

C.25. Ratification of Change Order No. 010 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building 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 #010 for Master Agreement #17-117 with Bernards. Amount not to exceed $4,612.00 to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget, as approved by the Board in the June 2019 six-month update.

C.26. Ratification of Amendment No. 002 to Agreement #16-249 for Perkins Eastman Dougherty to provide additional Architectural Services for the McKinna Elementary School Reconstruction Project

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

(Penanhoat/CFW)
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees ratify Amendment No. 002 to Agreement #16-249 with Perkins Eastman Dougherty, for additional architectural and professional services for the McKinna Elementary School Reconstruction Project. Amount not to exceed $73,745.00, to be paid to Perkins Eastman Dougherty under Board approved Master Agreement #16-249 from Master Construct and Implementation Funds allocated from the project budget, as approved by the Board in the June 2019 six-month update.

C.27. Ratification of Work Authorization Letter #17 to Earth Systems Pacific for Geotechnical Observation & Testing Services for the Marshall New Classroom Building Project (Penanhoat/CFW)
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees ratify WAL #17 for Master Agreement #13-122 with Earth Systems Pacific. Amount of $12,800.00, to be paid to Earth Systems Pacific under Board approved Master Agreement #13-122 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 six-month update.

C.28. Ratification of Amendment #002 to Agreement #17-49 with IBI Group to provide additional Architectural and Structural Design Services for the Rose Avenue School Reconstruction Project (Penanhoat/CFW)
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #002 to Agreement 17-49 for additional Architectural Services for the Rose Avenue School Reconstruction Project. Amount not to exceed $12,640.00, to be paid to IBI Group under Board approved Master Agreement #17-49 from Master Construct and Implementation Funds allocated from the project budget, as approved by the Board in the June 2019 six-month update.

C.29. Ratification of Amendment #3 to Agreement #18-201 – Alternative Behavior Strategies, LLC (DeGenna/Madden)
It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #3 to Agreement #18-201 with Alternative Behavior Strategies, LLC. Amount not to exceed $86,000.00, to be paid with Special Education funds.

C.30. Ratification of Amendment #1 to Agreement #18-198 - Assistance League, Non-Public School, NPS (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 #18-198 with Assistance League School, NPS. Amount not to exceed $600.00, to be paid with Special Education funds.

C.31. Ratification of Amendment #3 to Agreement #18-64 – Autism Learning Partners, LLC (DeGenna/Madden)
It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #3 to Agreement #18-64 with Autism Learning Partners LLC. Amount not to exceed $132,000.00, to be paid with Special Education funds.

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

C.32. Ratification of Amendment #3 to Agreement #18-175 – City Impact 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 #18-175 with City Impact Inc. Amount not to exceed $500,000.00, to be paid with Special Education funds.

C.33. Ratification of Amendment #1 to Agreement #18-83 – Haynes Education Center & S.T.A.R. Academy (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 #18-83 with Haynes Education Center & S.T.A.R. Academy. Amount not to exceed $4,000.00, to be paid with Special Education funds. The new total agreement amount is $144,000.00.

C.34. Ratification of Amendment #2 to Agreement #18-177 – Dr. Michael McQuillan, OD (DeGenna/Madden)
It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #18-177 with Dr. Michael McQuillan, OD. Amount not to exceed $600.00, to be paid with Special Education funds.

Section D: ACTION ITEMS
(Votes of Individual Board Members must be publicly reported.)

D.1. English Leaners Master Plan (DeGenna/Batista)
It is the recommendation of the Assistant Superintendent Educational Services and the Director of English Learner Services that the Board of Trustees approve the revisions on the English Learners Master Plan as outlined.

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

ROLL CALL:
Cordes ___, Vega ___, O'Leary ___, Madrigal Lopez ___, Robles-Solis ___

D.2. Reimbursement for Teacher Substitute at Rio School District (Aguilera-Fort)
Board of Trustees member Denis O'Leary, a classroom teacher at Rio Elementary School District, attended a meeting at the Mexican Consulate in Los Angeles on February 25, 2019.

A teacher substitute fulfilled Mr. O'Leary's teaching assignment in Rio on that date, and Rio School District has requested reimbursement for the substitute costs of $135.96.

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

Education Code Section 44987.3 (d) stipulates "Following the school district's payment of the employee for such leave of absence, the school district shall be reimbursed by the board, commission, committee, or group which the employee serves for the compensation paid to the employee's substitute and for actual administrative costs related to the leave of absence granted to the employee under this section, upon written request for such reimbursement by the school district."

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

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:
- August 7, 2019, Regular Board Meeting

Moved:
Seconded:

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. Second Reading – Revision to BP 3290 and New E 3290 – Gifts, Grants and Bequests (Penanhoat)
It is recommended that the Board review the following revised Board Policies, Administrative Regulations and Bylaws, as presented, and adopt for a second reading:

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

Moved:
Seconded:

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 G: CONCLUSION

G.1. Superintendent's Announcements (3 minutes)
A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

G.2. Trustees' Announcements (3 minutes each speaker)Superintendent's Announcements (3 minutes)
The trustees' report is provided for the purpose of making announcements, providing conference and visitation summaries, coordinating meeting dates, identifying board representation on committees, and providing other information of general interest.

G.3. ADJOURNMENT

Moved:
Seconded:
Vote:

Time Adjourned: _____

ROLL CALL:
Cordes ___, Vega ___, O'Leary ___, Madrigal Lopez ___, Robles-Solis ___

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #19-83 – Ventura County Office of Education (DeGenna/Ridge)

Ventura County Office of Education (VCOE) will work to support Positive Behavior Interventions and Supports (PBIS) and Restorative Justice (RJ) Approach implementation within Oxnard School District (OSD). The support will focus broadly upon all schools within OSD and target specific school sites (5 sites within PBIS and 4 sites within RJ) for more intensive and ongoing work. VCOE support includes trainings, coaching and site visits, as well as the use of a continuous improvement model that guides school progress within PBIS and RJ.

FISCAL IMPACT:

Not to exceed $25,000.00 - LCFF

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-83 with Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: Agreement-MOU #19-83 - Ventura County Office of Education (1 Page)

AGREEMENT/MOU #19-83 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL LEARNING

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Curriculum and Instruction Department in training administrators and teachers in five designated Schools in Cohort D for PBIS supports and designated schools for Restorative Justice "RJ" coaching support, hereafter called "the District." The purpose is to support staff in the successful implementation of the PBIS approach.

This serves as a Memorandum of Understanding and Responsibility Agreement that "**the District"** and the **Ventura County Office of Education** will work together toward promoting PBIS and Restorative Justice Approach implementation support for Cohort D designated schools and four designated RJ for professional learning opportunities. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Ventura County Office of Education agrees to:**
   a. Provide 10 sites visits of supports to five selected PBIS sites within cohort D, on September 4, 9, 12, 26, October 3, 2019 and January 15, 16, 23, 29 and February 26, 2020. Provide up to three additional trainings and/or visitations to the cohort's targeted schools with CI staff, dates to be mutually determined for 2019-2020, and four PBIS coaching sessions for the OSD PBIS point person with CI staff.
   b. Provide up to four designated RJ schools with up to 3 support visits each with CI staff on mutually agreed upon dates TBD.
   c. Total cost for the above PBIS/ RJ support sessions are $25,000.00.
   d. Maintain ownership of all documents and data produced in the training sessions.

2. **The District agrees to:**
   a. Ensure each participant has the appropriate set of PBIS Books.
   b. Pay for and provide substitute teachers, if they are needed.
   c. Support professional learning through regular classroom visits by school and district administrator to monitor and support implementation of new learning.
   d. Pay Ventura County Office of Education, Curriculum and Instruction Department $25,000.00.

The Ventura County Office of Education shall monitor this Agreement/MOU to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented during the 2019-2020 school year. Specific dates may be mutually adjusted as mutually agreed upon.

For the Oxnard School District

Lisa A. Franz**,** Director, Purchasing _____ Date _____

For the Ventura County Office of Education

Antonio Castro, Ed.D. Associate Superintendent _____ Date _____

Lisa Cline, Executive Director, Business _____ Date _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #19-82 – Jennifer A. Blok (DeGenna/Ordaz)

Consultant will provide Rose Avenue students with instrumental and vocal music lessons using curriculum based songs and activities.

30 class days will be provided for Grades TK-5 on Tuesdays, Wednesdays, and Thursdays, 8:00am – 12:00 pm, 25 minute lessons per class.

Term of the agreement: September 10, 2019 to June 11, 2020

FISCAL IMPACT:

$10,080.00 – LCFF Intervention

RECOMMENDATION:

It is the recommendation of the Principal, Rose Avenue School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-82 with Jennifer A. Blok.

ADDITIONAL MATERIALS:

Attached: Agreement #19-82 - Jennifer A. Blok (1 Page)
Scope of Services - Jennifer A. Blok (3 Pages)
Certificate of Insurance (2 Pages)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #19-82 BETWEEN JENNIFER BLOK, MUSIC CONSULTANT, AND OXNARD SCHOOL DISTRICT FOR CLASSROOM MUSIC INSTRUCTION

This Agreement/Memorandum of Understanding (MOU) is entered into by **JENNIFER A. BLOK** and **OXNARD SCHOOL DISTRICT (OSD)** to facilitate music instruction in the classroom. The Agreement/MOU sets forth the respective roles and responsibilities each bring to the program.

JENNIFER A. BLOK will:

1. Be contracted to provide musical services at the following school:
   Rose Avenue School, not to exceed $10,080.00
2. Name **OSD** additionally insured in the amount of ($1,000,000 per occurrence. $2,000,000 aggregate) from September 10, 2019 to June 11, 2020.
3. Provide the following service: curriculum based songs and musical activities, grade-level concepts (TK-5), musical instruments for the students (percussion, bells, ukuleles, etc.), materials to accompany the lessons, and live demonstrations vocally and on various accompanying instruments – keyboard, guitar, ukulele, recorder.

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 the 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 September 10, 2019 to June 11, 2020.

We hereby agree to this MOU and certify that agreements made herein will be honored.

_____ _____

Lisa A. Franz, Director, Purchasing ***Date***

_____ _____

Jennifer A. Blok, Music Consultant ***Date***

JENNIFER BLOK – MUSIC SPECIALIST SCOPE OF MUSIC SERVICES TO BE PROVIDED TO ROSE AVENUE SCHOOL 2019-2020

Contractor: Jennifer A. Blok, 2600 E. Ponderosa Dr. #82, Camarillo, CA 93010
(805) 816-5177 cell, mrsblokmusic@gmail.com

Proposed Service: 30 weeks of music class lessons taught by Jennifer A. Blok in grades TK-5 at Rose Avenue School, September 10, 2019 through June 11, 2020.

Students will be engaged in learning music fundamentals taught through interactive lecture style including music and movement, rhythm instrument use, drum circles, ukulele instruction, and musical storytelling, in an age-appropriate and fun manner while preparing for a year-end musical performance. Music fundamentals include the musical attributes of dynamics, tempos, rhythm, pitch, melody, harmony, improvisation, and musical notation.

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30 class days will be provided for Grades TK-5 on Tuesdays, Wednesdays, and Thursdays 8:00am – 12:00pm, 25 minute lesson per class.

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Lessons take place in classrooms.

Cost : Rate of pay = $30 per hour

Session 1: Sept 10-Nov 14 9 wks @ $360, 1 wk @ $180 = $3420
Session 2: Jan 14-Apr 2 11 wks @ $360, 1 wk @ $180 = $4140
Session 3: Apr 21- Jun 11 5 wks @ $360, 2 wks @ $270, 1 wk @ $180 = $2520
30 weeks = **Not to exceed $10,080**

Jennifer A. Blok Brief Resume:

- Bachelor of Music in Music Therapy, University of Evansville, IN
- Music Therapy Internship, Camarillo State Hospital, CA
- Previous Employment: Humboldt Music Academy – Created Music for Students with Special Needs Program, Conejo Valley USD – K-3 music and instrumental coach, Groups Solutions for Christian Home Educators, Oxnard- general music/music history and literature, Beacon Hill Classical Academy, Camarillo – K-8 music
- Current: OMAG – starting 5th year, Jennifer Blok Music Studio – providing private instrumental lessons, Gold Coast Wind Ensemble, Camarillo Community Band – Principal Oboe

FEE SCHEDULE – To Not Exceed $10,080

Session 1: 10 weeks 9 WKS @ $360, 1 WK @ $180 = $3420

September (3 wks) 10-12, 17-19, 24-26
October (5 wks) 1-3, 8-10, 15-17, 22-24, 29-31
November (2 wks) 5-7, *12-14 Performance Week (1/2 days)*

Session 2: 12 weeks 11 WKS @ $360, 1 WK @ $180 = $4140

January (3 wks) 14-16, 21-23, 28-30
February (4 wks) 4-6, 11-13, 18-20, 25-27
March/April (5 wks) 3-5, 10-12, 17-19, 24-26, *31-2 Performance Week (1/2 days)*

Session 3: 8 weeks (modified daily schedule during testing)
5 WKS @ $360, 2 WKS@ $270 (75% TIME), 1 WK @ $180 = $2520

April (2wks) 21-23, 28-30
May (4 wks) 5-7, 12-14, 19-21, 26-28
June (2 wks) 2-4, *9-11 Performance week (1/2 days)*

ROSE AVE. MUSIC SCHEDULE!

Jennifer Blok, Music Instructor
mrsblokmusic@gmail.com

Time to schedule music for 2019-2020!
Please collaborate and choose a time slot that works best for your class.

Music will begin Tuesday, September 10, 2019.

Start Time	Tuesday	Wednesday	Thursday	To Avoid
8:05				
8:30				
8:55				Recess TK/K 9:05
9:20				
9:45				Recess 1st/2nd 9:45
10:10				Recess 3/4/5 10:10
10:40				Lunch K
11:05				Lunch 1
11:30				Lunch 2

Session 1: 10 weeks
September (3 wks) 10-12, 17-19, 24-26
October (5 wks) 1-3, 8-10, 15-17, 22-24, 29-31
November (2 wks) 5-7, *12-14 Performance Week (1/2 days)*
Session 2: 12 weeks
January (3 wks) 14-16, 21-23, 28-30
February (4 wks) 4-6, 11-13, 18-20, 25-27
March/April (5 wks) 3-5, 10-12, 17-19, 24-26, *31-2 Performance Week (1/2 days)*
Session 3: 8 weeks (modified daily schedule during testing)
April (2wks) 21-23, 28-30
May (4 wks) 5-7, 12-14, 19-21, 26-28
June (2 wks) 2-4, *9-11 Performance week (1/2 days)*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2019

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

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

PRODUCER	CONTACT NAME: Mass Merchandising
K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	PHONE (A/C, No, Ext): 1-800-328-2317 FAX (A/C, No): 1-260-459-5502 E-MAIL ADDRESS: info@eventinsurance-kk.com PRODUCER CUSTOMER ID:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
2000919539 CP# 280 Jennifer A. Blok 2600 East Ponderosa Drive #82 Camarillo, CA 93010 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Nationwide Mutual Insurance Company	23787
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2000427190 **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	X COMMERCIAL GENERAL LIABILITY	X		6BRPG0000007005300	08/10/19 12:01 AM	08/10/20 12:01 AM	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	POLICY PROJECT LOC						PRODUCTS – COMP/OP AGG	$1,000,000
	OTHER:						PROFESSIONAL LIABILITY	$1,000,000
							LEGAL LIAB TO PARTICIPANTS	$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	X Not provided while in Hawaii							
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	**N/A**					PER STATUTE OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

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

Instructor of: Instrumental music, Vocals

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER	CANCELLATION
Oxnard School District 1051 South A Street Oxnard, CA 93030 Owner/Manager/Lessor of Premises	**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** Scott Turnbull

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Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Oxnard School District 1051 South A Street Oxnard, CA 93030 Named Insured: Jennifer A. Blok CP# 280
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #19-96 with Reiter Brothers, Inc. - Agricultural Lease of Doris Patterson Property (Penanhoat)

On August 7, 2019, the Board of Trustees ("Board") conducted a public meeting to open sealed proposals to enter into an agricultural lease of the Doris/Patterson property pursuant to Resolution #19-05, approved by the Board on June 26, 2019. The highest responsive bidder was Reiter Brothers, Inc. Per the terms of Resolution #19-05, the highest responsive bidder is required to execute a lease agreement within 14 days of the district's acceptance of the bid.

The term of the lease is for three (3) years, effective May 1, 2020 through April 30, 2023. The bid for the initial lease of the Doris/Patterson property is for an annual rate per acre of $4,100, $4,100, and $4,200 per acre for 2020-21, 2021-22, and 2022-23 FY, respectively. The property consists of 25 acres.

Agreement #19-96 with Reiter Brothers, Inc. is presented herewith for the Board's consideration.

FISCAL IMPACT:

Revenue to the General Fund as follows:
- 2020-21 FY - $4,100 per acre x 25 = $102,500.00
- 2021-22 FY - $4,100 per acre x 25 = $102,500.000
- 2022-23 FY - $4,200 per acre x 25 = $105,000.00

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board approve Agreement #19-96 entering into an agricultural land lease of the Doris Patterson property.

ADDITIONAL MATERIALS:

Attached: Agreement #19-96 (70 pages)

OSD AGREEMENT #19-96
AGRICULTURAL LEASE OF DORIS PATTERSON PROPERTY

THIS LEASE ("Lease") is made as of August 7, 2019, by and between Oxnard School District, hereinafter referred to as "Lessor," and Reiter Brothers, Inc., hereinafter referred to as "Lessee." Lessor and Lessee may be referred to individually as a "Party" and collectively as "Parties."

RECITALS

A. Lessor owns certain real property (the "Property") in Ventura County, California, consisting of 25 acres. The Property is described in Exhibit A, which is attached hereto and incorporated herein by this reference.

B. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the Property, together with all improvements located thereon. The Property may be used only for raising and harvesting row crops. No other use of the Property shall be made without Lessor's prior written consent (which may be withheld for any reason or no reason at all). Lessor reserves for itself all oil, gas, hydrocarbon, geothermal, mineral, recreational and hunting rights.

C. Lessor and Lessee desire to enter into this Lease consistent with the terms and conditions established by Resolution No. 19-05 of the Oxnard School District ("Resolution No. 19-05"). Resolution 19-05 is a controlling document relative to this Lease, and, as such, is hereby incorporated herein by this reference. Lessor is authorized to enter into this Lease pursuant to Education Code Sections 17455 *et seq.* Lessor has determined that it is in the best interests of Lessor and the public to enter into this Lease.

D. Lessor and the California Department of Toxic Substances Control entered into a Land Use Covenant and Agreement (the "Covenant"), which was recorded as Document 20180808-00090804 with the Ventura County Recorder on August 8, 2018. The terms of the Covenant are incorporated herein by this reference.

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

Section 1. Lease. Subject to the terms and conditions of this Lease, Lessor hereby leases the Property to Lessee. During the term of this Lease, Lessor shall retain legal title to the Property. Lessor reserves for itself all oil, gas, hydrocarbon, geothermal, mineral, recreational and hunting rights.

Section 2. Term. The term of this Lease shall be for the period commencing May 1, 2020, and expiring on April 30, 2023.

Section 3. Rent.

3.1. Lessee agrees to pay as rent, plus all sales taxes imposed upon the rental herein provided, payable at a rate of: $4,100.00 per acre for the period May 1, 2020 to April 30, 2021 (for a total of $102,500 for that 12-month period); $4,100.00 per acre for the period May 1, 2021 to April 30, 2022 (for a total of $102,500 for that 12-month period); and of $4,200.00 per acre for the period May 1, 2022 to April 30, 2023 (for a total of $105,000 for that 12-month period).

3.2. Lessee shall pay the rent for each lease year to Lessor or Lessor' order without deduction or offset of any kind, in lawful money of the United States of America in two equal installments on September 15th and the following January 15th of each lease year.

3.3. Any amounts hereunder which are not paid within fifteen (15) days of the date due under this Lease shall bear interest at the annual rate of 12%, or the highest rate permitted under California law, whichever is less, from the date due until the date received by Lessor. All amounts paid in excess of the cash rents stated herein are deemed to be additional rent under the terms of this Lease. Such interest shall be payable along with the delinquent rental payment. Unless otherwise directed by Lessor all rental and other amounts due hereunder shall be payable to the Oxnard School District and delivered to 1051 South A Street, Oxnard, CA 93030, care of Ms. Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services.

Section 4. Duties of Lessor.

4.1. Lessor shall warrant and defend Lessee's possession against any and all persons as long as this Lease remains in effect and Lessee is not in default under the terms of this Lease.

Section 5. Duties of Lessee.

5.1. Lessee acknowledges that Lessor, as a public school district, is generally not required to pay any general property taxes on the Property. If Lessee's use of the Property subjects the Property to any form of tax, Lessee shall pay all applicable real and personal property taxes, and all other fees, charges, taxes, or assessments of any type, levied against, or resulting from Lessee's use of, the Property.

5.2. Lessee shall, at Lessee's sole cost and expense, plant and cultivate row crops on the Property in accordance with the best agricultural practices employed in Ventura County for row crops. Without limiting the generality of the foregoing, Lessee, at Lessee's sole cost and expense, shall supply all farming equipment and labor required for the Property, including surface irrigation pipelines and sanitation facilities; Lessee, at Lessees sole cost and expense, shall maintain and repair all irrigation and sanitation

facilities. Lessee, at Lessee's sole cost and expense, shall keep the Property and the whole thereof, free and clear of weeds and noxious plants.

5.3. Lessee shall use the Property solely for lawful purposes. Lessee shall, at all times in the use of the Property and in the performance of this Lease, comply with all laws, ordinances, decrees, orders, rules, and regulations, including but not limited to all environmental laws, statutes, rules, regulations, and ordinances, of any lawful authority, agency or governmental unit having jurisdiction over the Property. Lessee shall not commit, or permit others to commit, any waste or nuisance or other act which disturbs the quiet enjoyment of any person or entity.

5.4. Lessee shall comply with State Workmen's Compensation requirements with respect to all employees.

5.5. Lessee shall furnish at its own cost and expense, all finance, labor, tools, power, utilities, irrigation water except as set forth in Section 16 below, fuel, materials, supplies, machinery and equipment necessary or convenient in the farming of the Property, and in the production, harvest and sale of the crops grown thereon.

5.6. Lessee shall at all times during the term of this Lease and at Lessee's expense procure, maintain and keep in force insurance consistent with the requirement of Section 23 of this Lease.

5.7. Lessee shall pay all expenses and liabilities incurred in farming the Property and not allow any liens to attach to or be filed against the Property as a result of the Lessee's farming or operation thereof. Lessee and Lessee's contractors, agents, and employees, and each of them, shall not, at any time, mortgage or otherwise encumber any crop grown on the Property, or any part of it, without Lessor's prior written consent.

5.8. Lessee shall be obligated to disk all the cropland on the Property at the termination of the Lease.

5.9. Lessee will strictly follow label restrictions in the use of pesticides, herbicides, fertilizers and other toxic or hazardous substances. Lessee shall handle and dispose of all hazardous substances in a manner approved by the U.S. Environmental Protection Agency and applicable state laws and regulations.

5.10. Lessee shall not apply any pesticide, herbicide or chemical product on the Property which may leave a residue that will adversely affect the growing of crops which may be planted on the Property following the termination of this Lease. Upon the termination of this Lease, Lessee shall furnish to Lessor a written list of the chemicals applied to the Property, the quantity and dates of application. Lessee shall also use care in the application of chemicals to the crops grown on the Property so as to avoid damage to crops grown on adjacent parcels of land owned by third parties. Lessee shall indemnify and hold harmless Lessor from any claims, liability, penalties, fines, loss, damage or

expenses, including attorney's fees, resulting from Lessee's use, application, or storage of chemicals, pesticides, or herbicides on the Property.

5.11. No toxic or hazardous substances will be disposed of on the Property. All hazardous substances will be disposed of in a manner approved by applicable County, State and Federal Environmental Protection Agency regulations.

5.12. Lessee will not bury any tanks, equipment or substances of any type on the Property without the prior written consent of Lessor.

5.13. Lessee shall indemnify, defend, and hold harmless Lessor from and for any actions, lawsuits, claims, or costs arising or incurred as a result of any activity undertaken by Lessee in connection with the commitments expressed herein, including, but not limited to, the disposal of any toxic or hazardous substances or equipment on the Property.

Section 6. Sale of Property. In the event that all or a portion of the Property is sold by Lessor during the term of this Lease, the Lease may be terminated as to that portion of the Property sold as of the following June 30 by Lessor or the new owner, provided 90 days written notice of intent to cancel is provided to Lessee by Lessor or the new owner.

Section 7. Termination. On the last day of the term of this Lease, or on sooner termination as herein provided, Lessee shall peaceably and quietly leave and yield to Lessor the Property together with the appurtenances all in good working order, condition and repair, reasonable wear and tear and damage caused by fire or other unavoidable casualty, and permitted alterations excepted. All permits and approvals which may be in the name of Lessee shall forthwith be assigned or transferred to Lessor. If Lessor leases all or any portion of the Property to another party after termination, the new Lessee or Lessees shall be entitled to take possession of the Property immediately following Lessee's completion of harvest thereon, notwithstanding the termination date.

Section 8. Early Termination by Lessor. In the event there are no crops growing on such portion or portions of the Property, and Lessor desires to put the Property to a school or related use during the period of the Lease, or to otherwise develop or sell the Property, Lessor shall have the right to cancel this Lease as to the Property upon 30 days written notice to Lessee. In the event there are seasonal crops growing on such portion or portions of the Property, said crops may be harvested prior to termination under this Section, provided that said harvest is completed within 120 days from written notice from Lessor. Said notice shall be entitled "Early Termination Notice." In the event this Lease is terminated, Lessee will be reimbursed for any prepaid rent paid to Lessor, if applicable, on a prorated basis for the Property. Lessee shall not have the right to receive compensation for early termination pursuant to this Section in the form of a lease buy-out or otherwise.

In the event Lessor elects to terminate the Lease, or terminate the Lease as to a portion of the Property upon either 30 days notice or 120 days notice, depending on whether crops are growing on the relevant portions of the site, after the date of the Early Termination Notice, the Lease shall be terminated and cancelled following the expiration of the 30 day or 120 day period, as applicable. Lessee shall have no further right, title, or interest in the Property or any appurtenant rights hereunder to entry, water, or harvesting growing crops from said date, which date shall be the Early Termination Date. In the event Lessor elects to terminate the Lease as to only a portion of the Property, Lessee may, at its discretion, elect to terminate the entirety of the Lease.

Section 9. Default. Lessee shall be in default under this Lease if (i) Lessee fails to pay, on or before the day such payment is due, any installment of rent or any other payment of money required by this Lease to be paid; or (ii) Lessee fails to keep or perform any covenant or condition, other than the payment of money, required to be kept or performed by Lessee under this Lease and said failure continues for thirty (30) days after written notice thereof is given by Lessor, provided that Lessee shall not be in default if Lessee shall commence in good faith to remedy said failure within said thirty (30) day period and thereafter diligently pursues such remedy. Upon default, Lessor may reenter the Property or any part thereof, either with or without process of law, and expel or remove Lessee or any person or persons occupying the Property. Lessor shall have the right upon such reentry to remove from the Property all or any of the personal property of Lessee's located therein and may place the same in storage in a public warehouse at the expense of Lessee. Lessor may exercise said right of reentry or taking possession of the Property with or without terminating this Lease. No such reentry or taking of possession of the Property by Lessor shall be construed as an election on its part to terminate this Lease unless written notice of such election is given by Lessor to Lessee or unless such termination is decreed by a Court of competent jurisdiction. Lessor may re-let the Property, or any part thereof, upon reentry for all or any part of the remainder of the term of this Lease at such rental and upon such terms and conditions as Lessor deems commercially feasible. Rentals collected by Lessor from such reletting shall be applied first to the reasonable expenses which may be incurred by Lessor in reletting the Property, and next, to the expenses of retaking possession of the Property, including attorney's fees, and next to the payment of rent or any other indebtedness past due or which becomes due from Lessee to Lessor pursuant to this Lease. Should the rentals collected from such reletting be insufficient to cover the foregoing items, Lessee shall pay the deficiency to Lessor upon written demand by Lessor. The specific remedies contained in this Section are in addition to any other remedies provided at law or in equity in the State of California.

Where Lessor takes possession of the Property, or any part of it, with or without terminating this Lease, Lessor may, but is not required to, complete the harvest of any crop then on the Property in any manner Lessor deems appropriate and/or Lessor may allow said crop, or any of it, to go to seed. The proceeds Lessor receives from the sale of said crop shall be disbursed as follows: First, to pay all expenses incurred by Lessor in retaking possession of that land, including legal fees and costs; Second, to pay Lessor for all of its expenses in completing the farming and harvesting of said crop; Third, to pay

Lessor all rent and other charges due Lessor under this Lease plus a commission of 20% of the yearly rent for overseeing the farming and harvesting of said crop; Fourth, the balance of said crop proceeds, if any, shall be paid to Lessee where, but only where, Lessor has not previously terminated this Lease for said land; Fifth, where, but only where, Lessor has previously terminated this Lease for said land, the balance of said crop proceeds, if any, shall be paid to (or retained by) Lessor free and clear of all claims made to them by Lessee or anyone acting under or by reason of any action previously taken by Lessee without Lessor's prior written consent.

Section 10. Effect of Termination. Upon any termination of this Lease, or expiration of the term of the Lease, Lessee shall concurrently return possession and control of the Property to Lessor. Lessee shall cause the Property to be restored to the condition required pursuant to this Lease. Except as may otherwise be provided by this Lease, upon termination, neither Party shall have any further obligation to the other Party pursuant to this Lease.

Section 11. Condemnation. In the event of the appropriation or condemnation by any competent authority, for a public or quasi-public use or purpose, of the entire Property, then in that event the term of this Lease shall cease and the Lease shall terminate from the date when the possession of the Property is transferred for such use or purpose. In the event of such an appropriation or of an appropriation of only part of the Property, there shall be no apportionment of the award, but the entire award shall go to Lessor. The current rental shall, however, be prorated. Lessee shall be entitled, however, to any relocation expenses required to be paid to Lessee by the condemning authority pursuant to Government Code Section 7260 *et seq.* or otherwise. Lessor shall have no responsibility or liability for the payment of relocation expenses by the condemning authority to Lessee, if applicable.

Section 12. Destruction of Property. If the Property is destroyed or damaged as a result of a catastrophic event to the extent that, in Lessee's reasonable discretion, Lessee can no longer use the Property for the intended purposes, Lessee may elect to terminate this Lease, or, alternatively, may upon consent of the Lessor suspend the Lease on a temporary basis until such time as the Property is sufficiently repaired or reconstructed or as otherwise agreed in writing by the Parties, so that Lessee may resume its use of the Property. Notwithstanding any other provision of this Lease, Lessee shall not be required to pay damages or other costs associated with early termination of this Lease if Lessee is required to terminate the Lease pursuant to this Section. Additionally, nothing in this Section shall require Lessor to repair or reconstruct the Property if Lessor elects, at its discretion, not to do so, nor shall the ability of Lessee to temporarily suspend the Lease extend for a period of more than 12 consecutive months without written approval by Lessor.

Section 13. LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROPERTY, THE LOCATION OF ITS BOUNDARIES, OR AS TO THE FITNESS OR SUITABILITY OF THE PROPERTY FOR ANY USE WHICH LESSEE MAY

INTEND TO MAKE THEREOF AND LESSEE ACCEPTS THE PROPERTY IN "AS IS" CONDITION.

Section 14. Lessor's Access. Lessor or persons designated by Lessor shall have access to the Property at all times for the purpose of inspecting the same and the crops growing thereon.

Section 15. Assignment and Subletting. Lessee shall not, without first obtaining the written consent of Lessor, assign this Lease, or any interest herein, or sublet all or any part of the Property. In the event of a permitted assignment or subletting, Lessee shall remain liable for the prompt payment of all rent required to be paid hereunder and for the performance of all of the terms, covenants and conditions herein undertaken by Lessee.

Section 16. Water. Lessor does not warrant that the quality or quantity of the water available from any source will be suitable or sufficient for Lessee's use of the Property. Lessee shall be solely responsible for comporting with all laws and paying all charges incurred during the term of the Lease for any water supplied to the Property and/or for Lessee's use of water.

Lessor does not own the water well nearest to the Property. Neither Party shall be liable for the failure or shortage thereof, nor for the failure of gas, electrical or other power or energy. Lessor does not warranty the initial or continued accessibility or supply of the irrigation water or its suitability for any purpose.

In connection with its purchase of the Property, Lessor entered into a Water Service Agreement. A copy of the Water Service Agreement is attached hereto as Exhibit B. In the event that Lessee utilizes any water pursuant to the Water Service Agreement, Lessee shall perform all obligations, and pay all costs and expenses, as set forth in the Water Service Agreement including, without limitation, the obligations and expenses related to the water delivery infrastructure as set forth in Section 3 of the Water Service Agreement. Lessee shall indemnify, defend, and hold harmless Lessor from and for any actions, lawsuits, claims, or costs arising or incurred as a result of Lessee's use of water pursuant to the Water Service Agreement.

Section 17. Attorney's Fees. In the event Lessor brings an action at law against Lessee to enforce any payment due, or to enforce any of the terms or conditions hereof, or in the event of the commencement of a summary action under the unlawful detainer laws of the State of California for the forfeiture of this Lease, and/or the possession of the Property, the prevailing party shall be entitled to recover its expenses including, but not limited to, reasonable attorney's fees and expenses (including fees for consultants and expert witnesses) to be fixed by the Court.

Section 18. Binding Effect. This Lease shall be binding upon and inure to the benefit of the Parties hereto, their representatives, heirs, administrators, successors and

assigns as herein limited. The obligations of Lessee hereunder shall further be joint and several.

Section 19. Landlord and Tenant Relationship. The relationship hereby created is that of landlord and tenant and no other. Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employment relationship between Lessor and Lessee. Neither Lessor nor Lessee shall be liable, except as otherwise expressly provided in this Lease, for any obligations or liabilities incurred by the other. Lessee expressly agrees to indemnify and hold Lessor and the property of Lessor, including the Property, free and harmless from any and all obligations and liabilities incurred by Lessee in conducting farming or other operations, whether conducted pursuant to this Lease or otherwise, on the Property.

Section 20. Liability. It is further understood and agreed that Lessor shall not be liable for debts or liabilities contracted or incurred by Lessee, nor shall Lessee allow any labor, mechanic or material liens to attach to the Property and improvements. Lessor shall not be liable for any accident to persons or properties which may occur on the Property during the term of this Lease, and Lessee hereby agrees to indemnify and save harmless Lessor from any and all such liability, except to the extent that such liability is caused by the negligence or intentional misconduct of Lessor, its contractors or agents.

Section 21. Maintenance of Equipment and Improvements. It is hereby agreed that Lessee has inspected the equipment and all improvements located on the Property, if any, prior to the signing of this Lease and hereby acknowledges the condition of the same, and hereby accepts the same as such, as is, which is without warranty by Lessor. Lessee hereby agrees to at all times maintain said equipment and improvements; and, upon the termination of this Lease to return the same to Lessor in as good condition and repair as they now are, usual wear and tear and acts of God alone excepted. Lessee further agrees to accept full charge of said equipment and other improvements and agrees to meet with a representative of Lessor and a third party for the inspection of said equipment and other improvements at the time possession is returned to said Lessor.

Section 22. Improvements, Alterations and Additions. Lessee shall not make any improvements, alterations or additions to the Property without Lessor's prior written consent. Lessee agrees that any improvements, additions or alterations, made during the term of the Lease, shall become and remain the property of Lessor.

Section 23. Insurance. Lessee shall procure and maintain during the term of the Lease the policies of insurance required pursuant to this Section ("Insurance Policies") to protect against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's operation and use of the Property. Prior to or concurrent with execution of this Lease by Lessee, Lessee shall provide to Lessor copies of the Insurance Policies along with certificates of insurance evidencing that the required Insurance Policies are in effect. The certificate of insurance for each of the Insurance Policies shall specify that the insurer shall provide written notice to Lessor not less than thirty (30) days prior to any cancellation, termination, expiration without renewal, or

reduction in coverage limits of such policy. Insurance is to be placed with insurers both authorized to transact business and issue insurance in the State of California and holding a current A.M. Best's rating of no less than A:VII, unless otherwise deemed acceptable by Lessor. The minimum scope of insurance provided shall include:

(a) *Liability Insurance*. Commercial general liability insurance, written on an occurrence basis, covering claims for bodily injury, including death, property damage, and consequential damages that may arise out of or result from Lessee's actions on the Property pursuant to this Lease or from actions taken in connection with the use or operation on the Property, whether such actions are taken by Lessee, by any subcontractor of Lessee, or by any person directly or indirectly employed or contracted by any of them ("Liability Policy"). The Liability Policy shall be primary with respect to any other insurance or self-insurance policies or programs covering Lessor, its Board members, officers, employees, agents and consultants. The Liability Policy shall contain a cross-liability endorsement and a waiver of the insurer's rights of subrogation. The Liability Policy shall name Lessor, the Oxnard School District, as well as Lessor's Board of Trustees, officers, employees, volunteers, and subcontractors as additional insureds, and shall provide coverage for the contractual liability assumed pursuant to this Section of this Lease. The Liability Policy shall provide coverage in an amount not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(b) *Vehicle Insurance*. Liability insurance covering all vehicles used by Lessee on the Property, or used in connection with the construction, maintenance and operation of Lessee's facilities ("Vehicle Policy"). The Vehicle Policy shall provide coverage in an amount not less than two million dollars ($2,000,000) combined single limited per accident for bodily injury and property damage. The Vehicle Policy shall name Lessor, as well as the Lessor's Board of Trustees, officers, employees, volunteers, and subcontractors as additional insureds.

(c) *Workers' Compensation Insurance*. Workers' Compensation Insurance as required pursuant to state law, including, but not limited to, Labor Code Section 3700 *et seq.*, to secure compensation for Lessee's employees. The Workers' Compensation Insurance policy shall contain a cross-liability endorsement and a waiver of the insurer's rights of subrogation.

(d) *Employer's Liability Insurance*. Employer's liability insurance in the amount of $1,000,000 per accident for bodily injury or disease to cover all persons Lessee employs or may employ in connection with activities on the Property.

(e) *Pollution Liability Insurance.* Contractor's Pollution Liability coverage, in an amount not less than $2,000,000 per occurrence, $2,000,000 aggregate.

Any deductibles or self-insured retentions must be declared to and approved by Lessor. At the option of Lessor, Lessee shall either (i) reduce or eliminate such deductible or self-insured retentions as respects Lessor, its Board members, officers, officials,

employees, or volunteers; or (ii) provide a financial guarantee satisfactory to Lessor guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Section 24. Indemnification. Lessee shall indemnify, defend, and hold Lessor, and the property of Lessor, including the Property, free and harmless from any and all claims, liability, loss, damage, or expenses resulting from Lessee's occupation and use of the Property including any claim, liability, loss or damage arising by reason of the injury to or death of any person or persons or by reason of damage to any property caused by the condition of the Property, the condition of any improvements or personal property in or on the Property, injury, illness or death of any person as a result of defective or contaminated crops, livestock or agricultural products, or the acts or omissions of Lessee or any person in or on the Property with the express or implied consent of Lessee. The duties of Lessee under this Section to indemnify and hold Lessor, and the property of Lessor free and harmless from any such claim, liability, loss, or damage shall extend to any claim, liability, loss, or damage arising by reason of the injury to or death of (I) Lessee, (2) any agent, officer, or employee of Lessee, or (3) any independent contractor hired by Lessee to perform work or render services on the Property.

Lessee shall further indemnify, defend, and hold harmless Lessor, its directors, officers, employees, agents, subsidiaries, and successors from and against any and all claims, costs, counsel fees, expenses, liabilities, obligations, losses, damages, fines, penalties, clean up costs, asbestos abatement costs and consequential damages by or on behalf of any person, corporation, entity or Federal, State or local government authority, arising in any manner whatsoever from or out of any environmental contamination or asbestos related problem of the Property caused by Lessee, its contractors, or agents where such liability arises under any applicable Federal, State or local statutes, law, rule, regulation, or ordinance, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Clean Air Act and or any State or focal equivalent to those Federal Laws.

Any defense of Lessor shall be by legal counsel selected and/or approved by Lessor in its sole discretion. With respect to incidents occurring prior to the expiration or termination of this Lease, the requirements of this Section shall survive the expiration or termination of this Lease. Lessee’s obligations pursuant to this Section shall not be construed or deemed to be limited or restricted as a result of any insurance coverage required pursuant to this Lease or any proceeds thereof.

Section 25. Waiver. Lessor does not warrant or represent that the Property will not flood. Lessor shall not be liable for any damages to the Property or any crops grown thereon caused by any reason, known or unknown, foreseen or unforeseen, including, without limitation, inadequate water quality or insufficient water quantity or the flooding of the Property, or any part of it.

Lessee hereby waives and releases any and all claims and causes of actions that it has or may have, now or in the future, against Lessor, or any of Lessor's Board members,

officers, directors, employees, agents, subsidiaries, and successors for any and all liabilities, obligations, losses, damages, fines, penalties, clean up costs, asbestos abatement costs or consequential damages that may incur as a result of, Lessee's use of the Property, including, but not limited to, those arising from or relating to any environmental contamination of the Property or otherwise arising from or relating to any applicable Federal, State or local statutes, law, rule, regulation, or ordinance, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Clean Air Act and or any State or local equivalent to those Federal Laws.

Section 26. Notices. Any and all notices or demands by or from Lessor to Lessee, or by or from Lessee to Lessor shall be in writing. They shall be served either personally or by certified mail. If served personally, service shall be conclusively deemed made at the time of service. If served by certified mail, service shall be conclusively deemed made 72 hours after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given as hereafter provided.

Any notice or demand to Lessor shall be given at:

Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attn: Janet Penanhoat, Assistant Superintendent, Business & Fiscal Svces.

Any notice or demand to Lessee shall be given unto it at:

Reiter Brothers, Inc.
730 S. A Street
Oxnard, CA 93030
Attn.: Luis Calderon

Said addresses may be changed from time to time by notice given in accordance with the provisions of this Section.

Section 27. Recitals. All recitals and exhibits attached hereto and referred to herein are incorporated into and are an effective part of this Lease.

Section 28. Encumbrances. Lessee shall not under any circumstances encumber the fee estate of Lessor in the Property, including by means of any mortgage, deed of trust, or other instrument or device. Except as may be provided in this Lease, Lessee shall not, by operation of law or otherwise, sell, assign, lease, sublease, or otherwise transfer, dispose of or convey its leasehold interest in the Property.

Section 29. Entire Agreement. This Lease, subject only to Recital C set forth herein, constitutes the entire agreement and understanding between the Parties, and supersedes all prior communications, offers, negotiations and understandings, if any,

written or oral, concerning the subject matter of this Lease. Each Party represents and acknowledges that it has conducted an independent investigation of the facts and situations relevant to this Lease, and that neither the other Party nor its agents or attorneys have made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Lease. Each Party further represents and warrants that it has not executed this Lease in reliance upon any promise, representation or warranty not contained herein.

Section 30. Severability. If by operation of law, order of a court of competent jurisdiction, or other reason, it is determined that any Section, subsection, clause or other provision of this Lease is illegal, null, void, invalid, unenforceable or in violation of public policy, the remaining Sections, subsections, clauses and other provisions of this Lease shall not be affected thereby and shall continue in full force and effect, to the extent that the invalidity or unenforceability does not impair the application of this Lease as intended by the Parties.

Section 31. Waiver. Each Party may specifically and expressly waive the other Party's performance of or compliance with, or breach of, any condition or obligation set forth in this Lease. Such waiver shall not constitute a waiver of any prior or subsequent failure to perform or comply with, or breach of, the same or any other condition or obligation of the Lease. All such waivers must be in writing, and no waiver shall be implied from the silence or failure to act of either Party.

Section 32. Force Majeure. The time within which a Party shall be required pursuant to this Lease to perform any act, other than the payment of money, shall be extended by a period of time equal to the number of days during which performance of such act is unavoidably delayed by circumstances beyond that Party's control, such as strikes, lockouts, governmental restrictions, order of any governmental or regulatory body, war, civil disturbance, or fire, earthquake or other unavoidable casualty.

Section 33. Modification of Lease. This Lease may be modified or amended only by a writing approved and executed by both Parties. Any modification or amendment authorized by Lessor must be authorized by Lessor's Board of Trustees.

Section 34. Third Party Beneficiaries. The Parties intend that this Lease is made solely for the benefit of the Parties and their authorized successors and assigns, and that no other person shall be entitled, directly or indirectly, to base any claim on, or to have any rights arising from or related to, this Lease.

Section 35. Governing Law and Venue. This Lease and all rights and obligations arising therefrom shall be construed in accordance with the laws of the State of California. Any action, arbitration, mediation, hearing or other proceeding related to this Lease shall be conducted only in the County of Ventura.

Section 36. Lease is a Public Record. Lessee acknowledges that this Lease is a public record within the meaning of the California Public Records Act, Government

Code Section 6250 *et seq.*, which Lessor must disclose upon request pursuant to such Government Code sections.

Section 37. Time is of the Essence. Time is of the essence in the performance of this Lease and for each and every term and condition hereof as to which time is an element.

Section 38. Due Authority of Signatories. Each person signing this Lease represents and warrants that he or she has been duly authorized, by appropriate action of the Party that he or she represents, to act on behalf of the Party and to bind that Party to the terms and conditions of this Lease.

Section 39. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement. For purposes of this section, facsimile and/or electronic copies shall bear as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year first above written.

LESSOR:
Oxnard School District

By _____ (Signature)
Janet Penanhoat
Assistant Superintendent, Business & Fiscal Services

LESSEE:
Reiter Brothers, Inc.

By:_____ (Signature)

_____ (Printed Name)

_____
(Title)

EXHIBIT "A"
to Agreement #19-96

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:

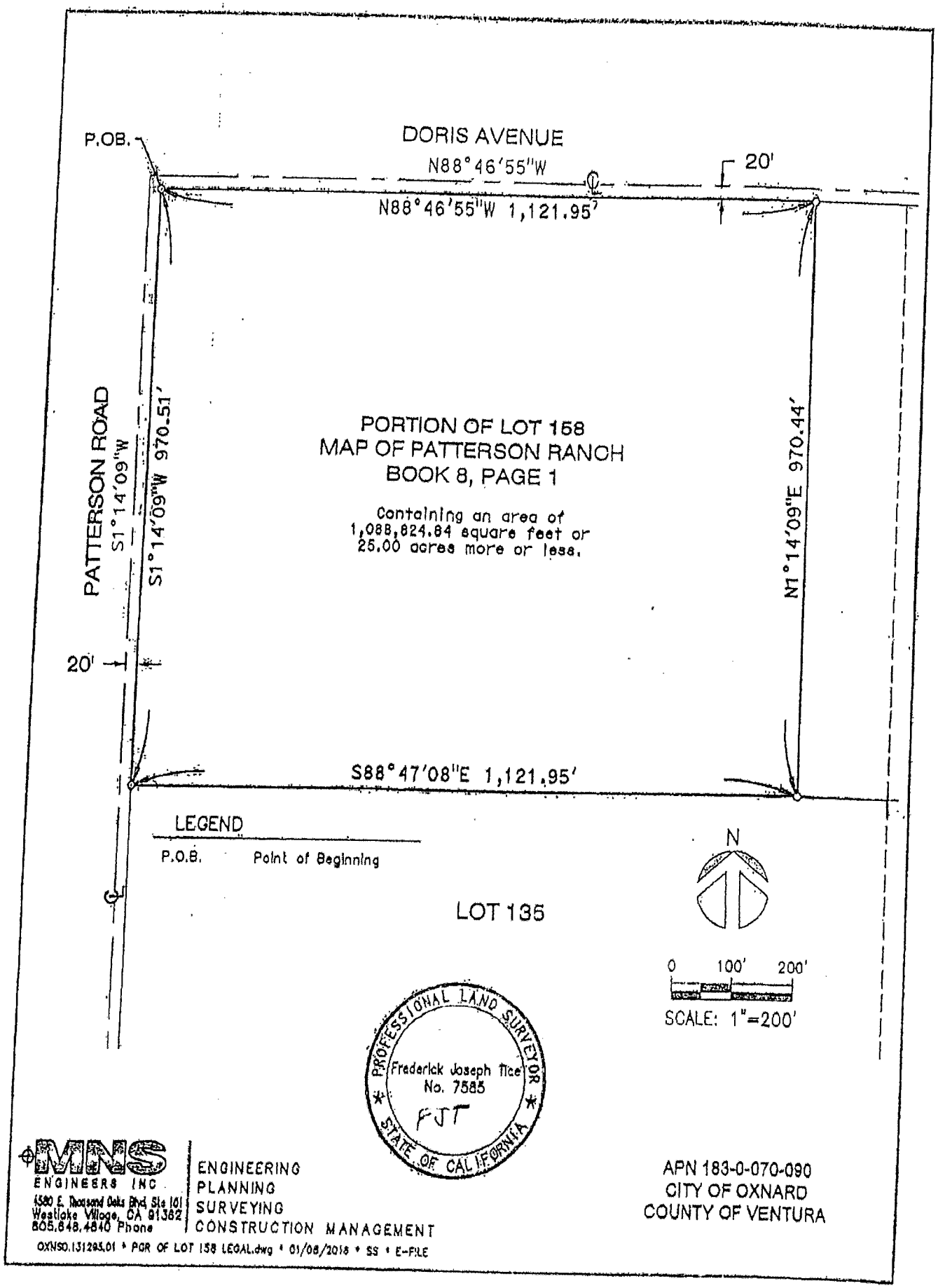
Beginning at the northwesterly corner of said Lot 158, said point being shown on record of survey recorded in Book 56, Page 73 and 74 of Records of Survey in the office of the County Recorder of said County, being the northeasterly terminus of that line shown on said map as N 01° 14' 09" E, 970.51 feet; 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



MNS ENGINEERS INC
1560 E. Thousand Oaks Blvd, Ste 101
Westlake Village, CA 91362
805.648.4840 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT

OXNS0.131295.01 • PGR OF LOT 158 LEGAL.dwg • 01/08/2018 • SS • E-FILE

APN 183-0-070-090
CITY OF OXNARD
COUNTY OF VENTURA

EXHIBIT "B"
to Agreement #19-96

RECORDING REQUESTED BY / SYNRGO
LAWYERS TITLE COMPANY

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO

Garcia, Hernandez & Sawhney, LLP
2490 Maomer Square Loop, #140
Alameda, CA 94501
Attn: Albert A. Erkel, Jr. ESQ.

Escrow Number: OXL26951
Title Number: 416240194

20190125-00006855-0 1/55
Ventura County Clerk and Recorder
MARK A. LUNN
01/25/2019 08:00:00 AM
1425189 $251.00 RE

Electronically Recorded in Official Records,
County of Ventura

WATER SERVICE AGREEMENT

THIS DOCUMENT IS BEING RE-RECORDED TO ADD EXHIBIT A

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

RECORDING REQUESTED BY /SYNRGO
LAWYERS TITLE COMPANY

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO

Garcia, Hernandez & Sawhney, LLP
2490 Maomer Square Loop, #140
Alameda, CA 94501
Attn: Albert A. Erkel, Jr. ESQ.

Escrow Number: OXL26951
Title Number: 416240194
APN 183-0-070-090

20180501-00049724-0 1/30
Ventura County Clerk and Recorder
MARK A. LUNN
05/01/2018 11:54:00 AM
1332951 $176.00 CE

Electronically Recorded in Official Records,
County of Ventura

WATER SERVICE AGREEMENT

"Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "In connection with" a transfer subject to the imposition of documentary transfer tax"

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

RECORDING REQUESTED BY / SYNRGO
LAWYERS TITLE COMPANY

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO

Garcia, Hernandez & Sawhney, LLP
2490 Maomer Square Loop, #140
Alameda, CA 94501
Attn: Albert A. Erkel, Jr. ESQ.

Escrow Number: OXL26951
Title Number: 416240194
APN 183-0-070-090

WATER SERVICE AGREEMENT

"Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax"

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

WATER SERVICE AGREEMENT

This Water Service Agreement (the "Agreement") is entered into on April 30, 2018 (the "Agreement Date") between the parties identified as "Owner" on the signature page of this Agreement (all of whom are collectively referred to herein as "Owner") and the OXNARD SCHOOL DISTRICT, a California public school district, and/or its successors (the "District"). Owner and the District are individually referred to in this Agreement as a "Party" and together as the "Parties".

RECITALS

A. Owner owns approximately 117 acres of unimproved land in Ventura County, California, identified as Assessor Parcel Numbers 183-0-070-060, 070, 090, and 140 (collectively the "Borchard Property").

B. As of the Agreement Date, the District is acquiring from Owner approximately 25 acres of the Borchard Property for a projected school site (the "District Parcel").

C. That portion of the Borchard Property that is being retained by Owner includes a groundwater well (the "Owner Well").

D. Subject to the terms and conditions of this Agreement, Owner is willing to continue providing water service from the Owner Well to the District Parcel.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement:

(a) "District Parcel" means the approximately 25 acres being acquired by the District from Owner as of the Effective Date as more particularly described by metes and bounds on Exhibit "A" attached hereto.

(b) "District's Percentage Share" means 21% calculated on an annualized basis which is determined by dividing the District Parcel acreage by the total acreage of the Borchard Property (25/117).

(c) "Owner's Percentage Share" means 79% calculated on an annualized basis determined as provided in subpart (a), above (92/117).

2. Term. This Agreement is effective as of the Agreement Date and shall continue until terminated as provided in Section 10, below (the "Term").

3. Water Delivery Infrastructure.

(a) Installation. Owner shall install the water delivery infrastructure necessary to provide water to the District Parcel pursuant to this Agreement, including without limitation the meter described in Section 5 below.

(b) Maintenance. Owner shall be responsible for operating the Owner Well and performing all maintenance and repair of the Owner Well and the water delivery infrastructure located on the Borchard Property retained by Owner. District shall be responsible for maintaining the water delivery infrastructure located on the District Parcel. The Parties shall pay for the cost of operation, maintenance and repair as provided in Section 5, below. Notwithstanding the foregoing, Owner is not responsible for any delay or failure to perform such maintenance or repair of the Owner Well resulting from any circumstance beyond the reasonable control of Owner, or its contractors or agents.

(c) Access to District Parcel. Upon reasonable notice, and with reasonable conditions, Owner shall have the right of access to the District Parcel to install the additional water delivery infrastructure, if any, necessary to provide water service to the District Parcel pursuant to this Agreement.

4. Water Service. During the Term, and subject to the terms and conditions of this Agreement, the Owner agrees to provide water service from the Owner Well to the District Parcel.

(a) Percentage Share. The District shall be entitled to utilize the District's Percentage Share of the water from the Owner Well pursuant to this Agreement.

(b) Applicable Law. The District acknowledges and agrees that all water service provided by Owner under this Agreement will at all times be subject to any restrictions and limitations of applicable laws, rules and regulations of all local, regional, state, and federal agencies having jurisdiction over the parties and/or the subject matter of this Agreement.

(c) Scheduling Water Use. During the term of this Agreement, an schedule for withdrawing water from the Owner Well shall be agreed upon on a weekly or monthly basis by the Designated Representatives of the Parties (as defined below). The Parties shall act in good faith to agree upon an schedule that does not adversely affect either Party with respect to its needs for its respective parcel.

(d) Designated Representative. Within ten (10) days of execution of this Agreement, and promptly upon any change to the person designated, each Party will notify the other Party in writing of the name and contact information of its "Designated Representative" who shall have authority to act on behalf of such Party with respect to the scheduling of water use as provided in subsection (c), above.

5. Costs. The District agrees to timely pay all of the following charges on the following terms and conditions in order to receive water from Owner:

(a) Infrastructure Costs. The District shall be solely responsible for 100% of the capital costs for any and all additional infrastructure or modifications to existing infrastructure, if any, necessary to deliver water to the District Parcel pursuant to this Agreement. Without limitation, the

District shall be responsible for the cost of installing a meter ("District Meter") to determine the amount of water delivered to the District Parcel pursuant to this Agreement.

(b) Maintenance Costs. The District shall be solely responsible for all costs of maintaining, monitoring, and repairing the District Meter and for all costs of maintaining and repairing the infrastructure located on the District Parcel and all additional infrastructure, if any, installed pursuant to this Agreement in order to deliver water to the District Parcel pursuant to this Agreement. The District shall also be responsible for the District's Percentage Share of any and all costs of maintaining and repairing the Owner Well.

(c) Utility Costs. The District shall be responsible for, and shall promptly reimburse Owner if necessary, all utility costs incurred in connection with providing water from the Owner Well to the District Parcel, including any "on-peak" surcharges levied on Owner by Southern California Edison ("Edison") in connection with the District's request to pump the Owner Well from June 1st to October 1st and on weekdays during the peak hours (i.e., noon to 6:00 p.m.) in order to provide water to the District under this Agreement. Owner shall attach to each invoice a copy of each bill received by Edison, or its successor, with respect to the electricity used in the operation of the Owner Well.

(d) Pumping Assessments. To the extent that the District is not able to directly pay pumping assessments, fees, penalties, or surcharges in accordance with section 10 below, and to the extent that Owner incurs any pumping assessments, fees, penalties, or surcharges arising from the District's receipt of water from the Owner Well, the District shall be solely responsible for reimbursing to Owner any and all pumping-related assessments, fees, penalties, or surcharges imposed by the United Water Conservation District ("United Water"), the Fox Canyon Groundwater Management Agency ("FCGMA"), or any other entity as a result of the delivery of water to the District from the Owner Well.

6. Invoicing and Payment.

(a) Monthly Invoices. Owner shall provide the District with monthly invoices setting forth the District's incurred costs under this Agreement.

(b) Time for Payment. The District shall pay each invoice in full within ten (10) business days of Owner's delivery of the invoice to the District. The District agrees that Owner may deliver such billing to the District by any means provided in Section 13(d) of this Agreement.

(c) Late Charges. The District acknowledges that the late payment will cause Owner to incur certain costs not contemplated under this Agreement, the exact amount of which will be extremely difficult or impractical to ascertain. Accordingly, and without limiting Owner's right to exercise any other remedies available under this Agreement or applicable law, if any payment under this Agreement is not received by Owner within twenty (20) business days after it becomes due, the District shall immediately pay to Owner, upon written notice and demand from Owner, a "Late Charge" equal to five percent (5%) of the amount then delinquent. The Parties agree that this Late Charge represents fair compensation to Owner for losses sustained by reason of the District's failure to make timely payment. This provision shall not be construed as a grace period or extension of time within which to pay any amount due or prevent Owner from exercising any other available right or remedy.

(d) Additional Remedies. In addition to all other remedies available to Owner, if Owner does not receive full payment from the District within twenty (20) business days after a bill is due, Owner may suspend delivery of water to the District until full payment is received, including all Late Charges. Owner will notify the District of such suspension at least ten (10) business days prior to the date such action will take effect. Additionally, Owner may require, as a condition of future delivery of any water, a cash deposit or payment bond, in a reasonable amount determined by Owner, to guarantee prompt payment in the future.

7. No Effect on Water Rights. This Agreement shall not be interpreted as construing the Parties' existing water rights or allocations (including from FCGMA), nor shall this Agreement be construed as granting to the District any permanent water right or allocation arising from or associated with the Owner Well or the Borchard Property.

8. Water Quality. Owner does not and shall not warrant the quality or pressure of any water provided from the Owner Well, and Owner specifically does not and shall not warrant that any water delivered under the terms of this Agreement is potable or of a quality suitable for human consumption.

9. Service Interruptions. The District acknowledges and agrees that water service may be suspended, interrupted, or terminated from time to time for maintenance, repairs, legal compliance or other reasons. The District further acknowledges and agrees that Owner shall not be liable to the District or any other person or entity for any loss, liability, damage, claim, or other consequences, including without limitation lost profits, lost income, or any other consequential damages, resulting from the suspension, interruption, or termination of water service unless caused by the actions of Owner. The District is solely responsible for adopting, implementing, and maintaining all necessary contingency plans and preventive measures to minimize or avoid any adverse consequences in anticipation of such events.

10. Regulatory Compliance.

(a) Reporting. To the maximum extent permitted by the FCGMA, the District shall register the District Meter with the FCGMA and open its own account (known as a "Comb Code") with the FCGMA. To the maximum extent permitted by United Water, the District shall register the District Meter with United Water and open its own account with the United Water. The District shall, to the maximum extent permitted by the FCGMA, report to the FCGMA any water delivered to the District Parcel from the Owner Well as being attributed to the District's water allocation as established by the FCGMA. The District shall, to the maximum extent permitted by United Water, report to United Water any water delivered to the District Parcel from the Owner Well. Owner shall reasonably cooperate with the District with respect to such reporting.

(b) Pumping Assessments.

(1) To the maximum extent permitted by the FCGMA and United Water, the District shall pay any and all pumping-related assessments, fees, penalties, or surcharges imposed by United Water or the FCGMA resulting from the delivery of water to the District Parcel from the Owner Well.

(2) If the FCGMA or United Water, or any other governmental agency having jurisdiction over the Parties' water-pumping activities, determines that the District has violated applicable rules and regulations or has otherwise exceeded applicable pumping limitations, the District shall be solely liable and responsible for all costs, expenses, fees, penalties, fines or other charges imposed or assessed against Owner caused by such violation by the District.

11. Termination.

(a) By the District. The District may terminate this Agreement for any reason or no reason by giving Owner at least thirty (30) days' prior written notice.

(b) Upon Certain Events. This Agreement shall automatically terminate upon the occurrence of any of the following:

(1) Upon approval by the Ventura County Local Agency Formation Commission and the City of Oxnard of the District's request for water service to the District Parcel and once such water service becomes operational to the District Parcel.

(2) In the event that Owner is required, by applicable law or by order of any government agency having jurisdiction over Owner, to abandon, assign, or otherwise terminate operation of the Owner Well for any reason including pursuant to its development of all or part of the retained Borchard Property. Owner shall endeavor to give the District as much advance notice as reasonably possible.

(3) In the event that the Owner Well fails for any reason and Owner elects, in its sole discretion, not to repair the Owner Well. If the Owner elects not to repair the Owner Well, the District may, in its sole discretion, at its sole cost and expense, repair the Owner Well. If the District elects to repair the Owner Well as provided herein, all work shall be performed in a good and workmanlike manner, by properly licensed and insured contractors reasonably acceptable to Owner, and in full compliance with all required permits, approvals, and applicable laws.

(c) Effect of Termination. The District acknowledges and agrees that if this Agreement terminates for any reason the District and the District Parcel shall have no further right to receive water from Owner or the Owner Well, and the District shall be solely responsible for arranging and paying for any alternative means of water delivery to the District Parcel that the District needs or desires. Furthermore, upon termination of this Agreement for any reason, the Parties shall cooperate with each other to (i) promptly prepare and execute a document or instrument that memorializes the termination of this Agreement, and (ii) if desired by Owner, disconnect the water delivery infrastructure servicing the District Parcel. Furthermore, upon termination of this Agreement for any reason, all other rights and obligations of the Parties pursuant to this Agreement shall cease, except that:

(1) The District shall promptly pay when due all billed and unbilled amounts incurred prior to termination of this Agreement; and

(2) The rights and obligations of the Parties under Sections 10, 12(a), 12(c), 12(g), and 12(k) of this Agreement shall survive termination of this Agreement.

12. Miscellaneous.

(a) Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree to submit the dispute to mediation prior to commencing litigation. The Parties will attempt in good faith to agree on a neutral mediator to resolve the dispute. If the Parties cannot agree on a mediator within twenty (20) days after mediation has been demanded, the Parties agree to submit a joint request to the Presiding Judge of the Superior Court of Ventura County, to appoint either a retired Ventura County judge or a Ventura County based mediation service to hear this dispute and to work with the Parties. The Parties agree that, upon initiating mediation, they will agree with the mediator on a time at least five (5) days before the mediation to submit and exchange with one another detailed position papers. The position papers shall include a factual recitation of the dispute and each Party's position on the facts and the law. Each Party shall also forward to the mediator their assessment of the likely outcome and its/their position on settlement. This assessment shall be considered confidential for use by the mediator and may only be released by the mediator to the other Party or anyone else with the express written consent of the Party submitting it. Each Party will bear its own expenses incurred (including attorneys' fees) in connection with the mediation, and will equally share the mediator's fees and expenses. If the Parties are unable to resolve their dispute by mediation as provided herein, either Party may pursue the remedies available to it at law or equity.

(b) No Waiver. Failure by either Party to enforce any term of this Agreement or to seek redress for the breach of or default in performance under any such covenant, restriction or other provision of this Agreement shall in no way constitute a waiver of the right to enforce such term of this Agreement or seek redress for the breach thereof. The waiver by either Party hereto of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

(c) Attorneys' Fees. In the event of any dispute between the Parties arising out of this Agreement, the prevailing party in such action will be entitled to recover from the other party its actual attorneys' fees, statutory costs, court costs and other expenses in connection with such action or proceeding (including expert witness fees).

(d) Notices. All notices relating to this Agreement shall be in writing, addressed to the Parties at their respective addresses provided herein, and may be delivered (a) in person, (b) by electronic mail delivered to the email address provided by such party in writing upon execution of this Agreement, (c) by overnight mail or courier service, or (d) by United States registered or certified mail, return receipt requested, postage prepaid. Each party, and their respective successors in interest, shall be responsible for notifying the other Party in writing as provided herein if there is any change to such Party's contact information. The addresses of the parties for notices are as follows:

The District: Oxnard School District
1051 South A Street
Oxnard, California 93030
Attention: Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

Telephone: (805) 385-1501
Email: lcline@oxnardsd.org

Owner: Borchard Teal Club Owners
c/o Dennis Hardgrave
Development Planning Services
211 Village Commons Blvd., #15
Camarillo, CA 93012

Attention: Dennis Hardgrave
Telephone: (805) 484-8308
Facsimile: (805) 484-8993
E-Mail: dennis@devplan.net

(e) Independent Counsel. Owner and the District each acknowledge that they have been represented by independent legal counsel in connection with this Agreement. Any uncertainty or ambiguity in this Agreement shall not be construed against either Party.

(f) Captions. None of the captions of the paragraphs of this Agreement shall be construed as a limitation upon the language of the paragraphs.

(g) No Obligation to Third Parties. Except as expressly set forth in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties hereto, to any person or entity other than each other. However, notwithstanding this subsection, the District may assign this Agreement as part of any transfer, sale and/or assignment of the District Property.

(h) Exclusive Agreement. This Agreement is an exclusive arrangement between the Parties and, after execution, neither Seller nor its agents, affiliates, or employees shall negotiate or otherwise deal in the sale of the Property with anyone other than Buyer until this Agreement is terminated in accordance with its terms.

(i) Amendments. This Agreement may only be modified or amended in writing signed by each Party.

(j) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement. The parties may also deliver executed copies of this Agreement to each other by electronic mail, which electronic mail signatures shall be binding. Any electronic mail delivery of signatures shall be followed by the delivery of executed originals.

(k) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. To the fullest extent permitted under applicable law, venue for any action arising from this Agreement shall be Ventura County, California.

(l) Assignment. The District shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Owner, which consent shall not be unreasonably withheld or delayed.

(m) Binding Effect. Subject to the restrictions on assignment specified in subparagraph (m), above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each Party.

(n) Recitals. All Recitals set forth above are intended to be and are hereby specifically made a part of this Agreement.

(o) Authorization. Each Party represents and warrants to the other that the person or persons executing this Agreement on its behalf are authorized to do so and the execution and performance of this Agreement (1) is within its powers, (2) has been duly authorized by all necessary actions on its behalf and all necessary consents or approvals have been obtained and are in full force and effect; and (3) binds said Party and its respective officers, directors, agents, employees, successors, assigns, and any others who may claim through it under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Water Service Agreement in Ventura County, California as of the Effective Date.

DISTRICT:

OXNARD SCHOOL DISTRICT, a California Public School District

By: _____
Name: Janet Penanhoat
Title: Assistant Superintendent, Business & Fiscal Services

OWNER:

ROBERT E. BORCHARD MARITAL DEDUCTION TRUST

By: _____
Margaret D. Borchard, Co-Trustee

By: _____
F. Robert Borchard, Co-Trustee

By: _____
Joseph E. Borchard, Co-Trustee

_____
Joan Frances Henson, Trustee of the Ralph W. Borchard Survivor's Trust, terms of the Ralph W. Borchard Family Trust

_____
Joan Frances Henson, Trustee of the Ralph W. Borchard Decedent's Trust, terms of the Ralph W. Borchard Family Trust

_____
Joan Frances Henson, Trustee of the Ralph W. Borchard Survivor's Trust, terms of Grantor Trust

IN WITNESS WHEREOF, Owner and District have executed this Water Service Agreement as of the Effective Date of this Water Service Agreement.

OWNER

Robert E. Borchard Marital Deduction Trust created under the Will of Robert E. Borchard, deceased

_____

By: Margaret D. Borchard, Co-Trustee

_____

By: F. Robert Borchard, Co-Trustee

_____

By: Joseph E. Borchard, Co-Trustee

_____

Margaret Mary Anderson

J & P Douglas Family Trust dated December 4, 1998

_____

By: Jeffrey C. Douglas, Trustee

_____

By: Mary Patricia Douglas, Trustee

Edward and Jeanne Myers 1999 Family Trust, under Declaration of Trust dated October 28, 1999

_____

By: Edward D. Myers, Co-Trustee

_____

By: Jeanne M. Myers, Co-Trustee

Windwen Lands LLC, a California limited liability company

_____

By: Bobby Lee Bierig, Manager

_____

By: Darlene Bierig, Manager

Devericks 1994 Revocable Trust under Declaration of Trust dated December 14, 1994

_____

By: Richard Devericks, Co-Trustee

_____

By: Ellen Devericks, Co-Trustee

Dempsey 1992 Trust dated December 15, 1992

_____

By: Kevin P. Dempsey, Trustee

_____

By: Elizabeth A. Dempsey, Trustee

IN WITNESS WHEREOF, Owner and District have executed this Water Service Agreement as of the Effective Date of this Water Service Agreement.

OWNER

Robert E. Borchard Marital Deduction Trust created under the Will of Robert E. Borchard, deceased

Margaret D. Borchard

By: Margaret D. Borchard, Co-Trustee

F. Robert Borchard

By: F. Robert Borchard, Co-Trustee

Joseph E. Borchard

By: Joseph E. Borchard, Co-Trustee

Margaret Mary Anderson

Margaret Mary Anderson

J & P Douglas Family Trust dated December 4, 1998

By: Jeffrey C. Douglas, Trustee

By: Mary Patricia Douglas, Trustee

Edward and Jeanne Myers 1999 Family Trust, under Declaration of Trust dated October 28, 1999

By: Edward D. Myers, Co-Trustee

By: Jeanne M. Myers, Co-Trustee

Windwen Lands LLC, a California limited liability company

By: Bobby Lee Bierig, Manager

By: Darlene Bierig, Manager

Devericks 1994 Revocable Trust under Declaration of Trust dated December 14, 1994

Richard Devericks

By: Richard Devericks, Co-Trustee

Ellen Devericks

By: Ellen Devericks, Co-Trustee

Dempsey 1992 Trust dated December 15, 1992

By: Kevin P. Dempsey, Trustee

By: Elizabeth A. Dempsey, Trustee

IN WITNESS WHEREOF, Owner and District have executed this Water Service Agreement as of the Effective Date of this Water Service Agreement.

OWNER

Robert E. Borchard Marital Deduction Trust created under the Will of Robert E. Borchard, deceased

_____

By: Margaret D. Borchard, Co-Trustee

_____

By: F. Robert Borchard, Co-Trustee

_____

By: Joseph E. Borchard, Co-Trustee

Margaret Mary Anderson

Margaret Mary Anderson

J & P Douglas Family Trust dated December 4, 1998

_____

By: Jeffrey C. Douglas, Trustee

_____

By: Mary Patricia Douglas, Trustee

Edward and Jeanne Myers 1999 Family Trust, under Declaration of Trust dated October 28, 1999

_____

By: Edward D. Myers, Co-Trustee

_____

By: Jeanne M. Myers, Co-Trustee

Windwen Lands LLC, a California limited liability company

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By: Bobby Lee Bierig, Manager

_____

By: Darlene Bierig, Manager

Devericks 1994 Revocable Trust under Declaration of Trust dated December 14, 1994

_____

By: Richard Devericks, Co-Trustee

_____

By: Ellen Devericks, Co-Trustee

Dempsey 1992 Trust dated December 15, 1992

Kevin P. Dempsey

By: Kevin P. Dempsey, Trustee

Elizabeth A. Dempsey

By: Elizabeth A. Dempsey, Trustee

IN WITNESS WHEREOF, Owner and District have executed this Water Service Agreement as of the Effective Date of this Water Service Agreement.

OWNER

Robert E. Borchard Marital Deduction Trust created under the Will of Robert E. Borchard, deceased

_____

By: Margaret D. Borchard, Co-Trustee

_____

By: F. Robert Borchard, Co-Trustee

_____

By: Joseph E. Borchard, Co-Trustee

Margaret Mary Anderson

Margaret Mary Anderson

J & P Douglas Family Trust dated December 4, 1998

Jeffrey C. Douglas

By: Jeffrey C. Douglas, Trustee

Mary Patricia Douglas

By: Mary Patricia Douglas, Trustee

Edward and Jeanne Myers 1999 Family Trust, under Declaration of Trust dated October 28, 1999

_____

By: Edward D. Myers, Co-Trustee

_____

By: Jeanne M. Myers, Co-Trustee

Windwen Lands LLC, a California limited liability company

_____

By: Bobby Lee Bierig, Manager

_____

By: Darlene Bierig, Manager

Devericks 1994 Revocable Trust under Declaration of Trust dated December 14, 1994

_____

By: Richard Devericks, Co-Trustee

_____

By: Ellen Devericks, Co-Trustee

Dempsey 1992 Trust dated December 15, 1992

Kevin P. Dempsey

By: Kevin P. Dempsey, Trustee

Elizabeth A. Dempsey

By: Elizabeth A. Dempsey, Trustee

IN WITNESS WHEREOF, Owner and District have executed this Water Service Agreement as of the Effective Date of this Water Service Agreement.

OWNER

Joseph E. Borchard Residuary Trust under Judgment of Final Distribution of Robert E. Borchard and Order to Divide Trust and to Modify Trust

Joseph E. Borchard

By: Joseph E. Borchard, Trustee

Borchard Residuary Trust under Judgment of Final Distribution of Robert E. Borchard and Order to Divide Trust and to Modify Trust

F. Robert Borchard

By: F. Robert Borchard, Trustee

Joan Henson

Joan Henson

Paul Borchard

T & J Henson Family Trust under Declaration of Trust dated September 19, 2006

Arthur Thomas Henson III

By: Arthur Thomas Henson III, Co-Trustee

Frances Joan Henson

By: Frances Joan Henson, Co-Trustee

DUSTRICT

Oxnard School District,
a California public school district

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Owner and District have executed this WATER SERVICE AGREEMENT as of the Effective Date of this water Service Agreement.

OWNER

Joseph E. Borchard Residuary Trust under Judgment of Final Distribution of Robert E. Borchard and Order to Divide Trust and to Modify Trust

_____

By: Joseph E. Borchard, Trustee

Borchard Residuary Trust under Judgment of Final Distribution of Robert E. Borchard and Order to Divide Trust and to Modify Trust

_____

By: F. Robert Borchard, Trustee

_____

Joan Henson

_____

Paul Borchard

T & J Henson Family Trust under Declaration of Trust dated September 19, 2006

_____

By: Arthur Thomas Henson III, Co-Trustee

_____

By: Frances Joan Henson, Co-Trustee

Estate of Ralph W. Borchard, Jr., also known as Bill Borchard

Laura Gill Borchard

By: Laura Gill Borchard, Special Administrator

IN WITNESS WHEREOF, Owner and District have executed this WATER SERVICE AGREEMENT as of the Effective Date of this Water Service Agreement.

OWNER

Joseph E. Borchard Residuary Trust under Judgment of Final Distribution of Robert E. Borchard and Order to Divide Trust and to Modify Trust

By: Joseph E. Borchard, Trustee

Borchard Residuary Trust under Judgment of Final Distribution of Robert E. Borchard and Order to Divide Trust and to Modify Trust

By: F. Robert Borchard, Trustee

Joan Henson

Paul Borchard

T & J Henson Family Trust under Declaration of Trust dated September 19, 2006

By: Arthur Thomas Henson III, Co-Trustee

By: Frances Joan Henson, Co-Trustee

Estate of Ralph W. Borchard, Jr., also known as Bill Borchard

By: Laura Gill Borchard, Special Administrator

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)

COUNTY OF Ventura)

On Jan 29 2018 *Date* before me, Sara Jo Kinderknecht *Insert Name and Title of the officer* Notary Public, personally appeared Margaret D. Borchard, F. Robert Borchard and Joseph C. Borchard *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

SARA JO KINDERKNECHT
COMM. #2093684
Notary Public - California
Ventura County
My Comm. Expires Dec. 15, 2018

NRO1 NRO1

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)

COUNTY OF Ventura)

On Feb 8, 2018 before me, Sara Jo Kinderknecht Notary
Date *Insert Name and Title of the officer*

Public, personally appeared Margaret Mary Anderson

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/~~they~~ executed the same in his/her/their authorized capacity(~~ies~~), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

SARA JO KINDERKNECHT
COMM. #2093684
Notary Public - California
Ventura County
My Comm. Expires Dec. 15, 2018

NRO1 NRO1

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Title or Type of Document: _____ Document Date: _____
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Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA }

COUNTY OF San Luis Obispo

On April 24, 2018 *Date* before me, Jamie Theresa Wright *Insert Name and Title of the officer* Notary Public, personally appeared Jeanne M Myers & Edward D Myers. *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JAMIE THERESA WRIGHT
Commission # 2230977
Notary Public - California
San Luis Obispo County
My Comm. Expires Feb.11, 2022

Signature: Jamie Theresa Wright

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Water service agr. Document Date: 4/24/18
Number of Pages: 2 pgs. Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signers Name:
☐ Corporate Officer – Title(s)
☐ Partner - ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☑ Guardian or Conservator
☐ Other:
Signer is Representing:

Signers Name:
☐ Corporate Officer – Title(s)
☐ Partner - ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☑ Guardian or Conservator
☐ Other:
Signer is Representing:

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)

COUNTY OF Ventura)

On Feb. 2, 2018 before me, Sara Jo Kinderknecht Notary
Date *Insert Name and Title of the officer*

Public, personally appeared Bobby Lee Bierig and Darlene Bierig
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

SARA JO KINDERKNECHT
COMM. #2093684
Notary Public - California
Ventura County
My Comm. Expires Dec. 15, 2018

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)
COUNTY OF Ventura)

On Jan 29 2018 /Date before me, Sara Jo Kinderknecht Notary *Insert Name and Title of the officer*

Public, personally appeared Richard Deverich and Ellen Deverich, Joan Henson, Frances Joan Henson Arthur Thomas Henson III *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

SARA JO KINDERKNECHT
COMM. #2093684
Notary Public - California
Ventura County
My Comm. Expires Dec. 15, 2018

NRO1 NRO1

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Shasta)

On 04/24/2018 *Date* before me, Courtney K. Conroy *Insert Name and Title of the officer* Notary Public

Public, personally appeared Kevin P Dempsey & Elizabeth A. Dempsey *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

COURTNEY K. CONROY
Notary Public - California
Shasta County
Commission # 2201821
My Comm. Expires Jul 16, 2021

Signature: _____

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CA)
COUNTY OF San Luis Obispo
On March 2, 2018 before me, Jacques M Thiebaud Notary
Date *Insert Name and Title of the officer*
Public, personally appeared Laura Gill Borchard

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JACQUES M. THIEBAUD
Notary Public - California
San Luis Obispo County
Commission # 2206093
My Comm. Expires Aug 16, 2021

Signature: Jacques M Thiebaud

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF New York }

Dennis Cameron JR Notary Public

On 04/27/18 before me, Paul Bocchard Notary

Date *Insert Name and Title of the officer*

Public, personally appeared

Paul Bocchard

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Dennis Cameron JR

DENNIS C CAMERON JR
Notary Public – State of New York
NO. 01CA6370737
Qualified in Bronx County
My Commission Expires Feb 5, 2022

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of VENTURA)

On 04-27-2018 (Date) before me, LYDIA GARCIA, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared JANET PENANHOAT (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LYDIA GARCIA
Notary Public - California
Ventura County
Commission # 2158616
My Comm. Expires Jul 27, 2020

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: WATER SERVICE AGREEMENT
Document Date: 03-01-2018 Number of Pages: 14
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: JANET PENANHOAT	Signer's Name:
☒ Corporate Officer — Title(s): ASST. SUPT.	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: OXNARD SCHOOL DISTRICT	Signer Is Representing:

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CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)

COUNTY OF Ventura)

On April 23, 2018 *Date* before me, Sara Jo Kinderknecht Notary *Insert Name and Title of the officer*

Public, personally appeared Jeffrey C Douglas and Mary Patricia Douglas *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

SARA JO KINDERKNECHT
COMM. #2093684
Notary Public - California
Ventura County
My Comm. Expires Dec. 15, 2018

NRO1 NRO1

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

legal Description

All that certain real property situated in the County of Ventura, State of California, described as follows:

PARCEL A:

Lots 133, 158, 159, 160, partly 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.

Except the interest in and to those portions of said land lying within Teal Club Road, Patterson Road, and North Road, as said roads are shown on said map, conveyed to Ventura County as and for public highway by deed recorded November 7, 1913, in Book 139, Page 169 of Deeds.

Also except all tile, pipe, conduits and drains now laid, installed or placed in, through or across said land, or any portion thereof as reserved by the Patterson Rancho Company, a California Corporation, in deeds recorded December 5, 1913 in Book 142, Page 40; December 5, 1913 in Book 142, Page 41; December 8, 1913 in Book 142, Page 52; and January 10, 1917, in Book 155, Page 43 of Deeds.

Also except that portion of said Lot 160 lying within the following described land:

Beginning at a County standard monument set at the intersection of the West line of Ventura Road with the South line of North Road, as designated as delineated upon the above described map, from which a nail set at the Northeast corner of said Lot 160 bears North 20 feet distant; thence, from said point of beginning.

1st: North 89°59'30" West 365 feet along the South line of said North Road to a ¾ inch iron pipe; thence leaving said South line

2nd: South 410 feet to a ¾ inch iron pipe; thence,

3rd: South 89°59'30" East 365 feet to a ¾ inch iron pipe set in the West line of said Ventura Road; thence along said West line,

4th: North 410 feet to the point of beginning, as conveyed to Ralph W. Borchard and Helen M. Borchard, by deed recorded July 20, 1953 in Book 1145, Page 293 of Official Records.

Also except an undivided 7/120 interest in the water well and pumping plant located on said lot 160, as conveyed to Ralph W. Borchard and Helen M. Borchard, by deed recorded July 20, 1953 in Book 1145, Page 293 of Official Records.

Also except the interest in and to that portion of said Lot 133 as conveyed to the City of Oxnard, a municipal corporation, by deed recorded September 2, 1977 in Book 4938, Page 9 of Official Records, described as follows:

Beginning at the Southeast corner of said Lot 133; thence along the East line of said lot,

1st: North 20 feet; thence,

2nd: South 45°00'00" West 26.25 feet to a point on the said land line of said Lot 133; thence along said Southerly line,

3rd: East 17 feet to the point of beginning.

Also excepting that portion that portion of Lot 158 partly 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, 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 Officer of the County Recorder of Said County, being the Northeasterly terminus of that line shown on said map as North 01° 14' 09 East 970.51 feet; thence,

1st: Along the Westerly line of said Lot 158, South 01° 14' 09" West, 970.51 feet to the Southwesterly corner of said Lot 158; thence,

2nd: Along the Southerly line of said Lot 158, South 88° 47' 08" East, 1121.95 feet, thence,

3rd: North 01° 14' 09 East, 970.44 feet to a point on the Northerly line of said Lot 158; thence,

4th: Along said Northerly line, North 88° 46' 55", 1121.95 feet to the point of beginning

Except the interest in and to those portions of said land lying within Patterson Road, and Doris Avenue, formerly North Road, as said roads are shown on said map, conveyed to Ventura County as and for public highway by deed recorded November 7, 1913, in Book 139, Page 169 of Deeds.

Assessor's Parcel No: 183-070-090 and 140

PARCEL B:

A part of Lot 160, Patterson Ranch, in the County of Ventura, State of California as per Map thereof recorded in the Office of the County Recorder of said County, in book 8, page 1 of Maps, and more particularly described as follows:

Beginning at a county Standard Monument set at the intersection of the West line of Ventura Road with the South line of North road as designated and delineated upon the above described Map from which a nail set at the Northeast corner of said Lot 160 bears North 20 feet distant;
Thence from said Point of Beginning.

1st: North 89° 59' 30" West 365 feet along the South line of said North road to a ¾-inch iron pipe; thence leaving said South line

2nd: South 410 feet to a ¾-inch iron pipe; thence

3rd: South 89° 59' 30" East 365 feet to a ¾ inch iron pipe set in the West line of said Ventura Road; thence along said West line,

4th: North 410 feet to the Point of Beginning

Assessor's Parcel No: 183-070-060 and 070

PARCEL C:

That portion of Lot 158 partly 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, 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 Officer of the County Recorder of Said County, being the Northeasterly terminus of that line shown on said map as North 01° 14' 09 East 970.51 feet; thence,

1st: Along the Westerly line of said Lot 158, South 01° 14' 09" West, 970.51 feet to the Southwesterly corner of said Lot 158; thence,

2nd: Along the Southerly line of said Lot 158, South 88° 47' 08" East, 1121.95 feet, thence,

3rd: North 01° 14' 09 East, 970.44 feet to a point on the Northerly line of said Lot 158; thence,

4th: Along said Northerly line, North 88° 46' 55", 1121.95 feet to the point of beginning

Except the interest in and to those portions of said land lying within Patterson Road, and Doris Avenue, formerly North Road, as said roads are shown on said map, conveyed to Ventura County as and for public highway by deed recorded November 7, 1913, in Book 139, Page 169 of Deeds.

Assessor's Parcel No: 183-070-090-Portion

SIGNATURE PAGE FOR WATER SERVICE AGREEMENT

DISTRICT:

OXNARD SCHOOL DISTRICT, a California Public School District

By: _____

Name: Janet Penanhoat

Title: Assistant Superintendent, Business & Fiscal Services

Robert E. Borchard Marital Deduction Trust created under the Will of Robert E. Borchard, deceased

Margaret D. Borchard
By: Margaret D. Borchard, Co-Trustee

F. Robert Borchard
By: F. Robert Borchard, Co-Trustee

Joseph E. Borchard
By: Joseph E. Borchard, Co-Trustee

Margaret Mary Anderson

J & P Douglas Family Trust dated December 4, 1998

Jeffrey C. Douglas
By: Jeffrey C. Douglas, Trustee

Mary Patricia Douglas
By: Mary Patricia Douglas, Trustee

Edward and Jeanne Myers 1999 Family Trust, under Declaration of Trust dated October 28, 1999

By: Edward D. Myers, Co-Trustee

By: Jeanne M. Myers, Co-Trustee

Windwen Lands LLC, a California limited liability company

By: Bobby Lee Bierig, Manager

By: Darlene Bierig, Manager

Devericks 1994 Revocable Trust under Declaration of Trust dated December 14, 1994

Richard Devericks
By: Richard Devericks, Co-Trustee

Ellen Devericks
By: Ellen Devericks, Co-Trustee

Dempsey 1992 Trust dated December 15, 1992

By: Kevin P. Dempsey, Trustee

By: Elizabeth A. Dempsey, Trustee

Robert E. Borchard Marital Deduction Trust created under the Will of Robert E. Borchard, deceased

_____

By: Margaret D. Borchard, Co-Trustee

_____

By: F. Robert Borchard, Co-Trustee

_____

By: Joseph E. Borchard, Co-Trustee

Margaret Mary Anderson

_____

Margaret Mary Anderson

J & P Douglas Family Trust dated December 4, 1998

_____

By: Jeffrey C. Douglas, Trustee

_____

By: Mary Patricia Douglas, Trustee

Edward and Jeanne Myers 1999 Family Trust, under Declaration of Trust dated October 28, 1999

_____

By: Edward D. Myers, Co-Trustee

_____

By: Jeanne M. Myers, Co-Trustee

Windwen Lands LLC, a California limited liability company

_____

By: Bobby Lee Bierig, Manager

_____

By: Darlene Bierig, Manager

Devericks 1994 Revocable Trust under Declaration of Trust dated December 14, 1994

_____

By: Richard Devericks, Co-Trustee

_____

By: Ellen Devericks, Co-Trustee

Dempsey 1992 Trust dated December 15, 1992

_____

By: Kevin P. Dempsey, Trustee

_____

By: Elizabeth A. Dempsey, Trustee

Robert E. Borchard Marital Deduction Trust created under the Will of Robert E. Borchard, deceased

_____

By: Margaret D. Borchard, Co-Trustee

_____

By: F. Robert Borchard, Co-Trustee

_____

By: Joseph E. Borchard, Co-Trustee

_____

Margaret Mary Anderson

J & P Douglas Family Trust dated December 4, 1998

_____

By: Jeffrey C. Douglas, Trustee

_____

By: Mary Patricia Douglas, Trustee

Edward and Jeanne Myers 1999 Family Trust, under Declaration of Trust dated October 28, 1999

Edward D Myers Trustee

By: Edward D. Myers, Co-Trustee

Jeanne M Myers, Trustee

By: Jeanne M. Myers, Co-Trustee

Windwen Lands LLC, a California limited liability company

_____

By: Bobby Lee Bierig, Manager

_____

By: Darlene Bierig, Manager

Devericks 1994 Revocable Trust under Declaration of Trust dated December 14, 1994

_____

By: Richard Devericks, Co-Trustee

_____

By: Ellen Devericks, Co-Trustee

Dempsey 1992 Trust dated December 15, 1992

_____

By: Kevin P. Dempsey, Trustee

_____

By: Elizabeth A. Dempsey, Trustee

Robert E. Borchard Marital Deduction Trust created under the Will of Robert E. Borchard, deceased

_____

By: Margaret D. Borchard, Co-Trustee

_____

By: F. Robert Borchard, Co-Trustee

_____

By: Joseph E. Borchard, Co-Trustee

_____

Margaret Mary Anderson

J & P Douglas Family Trust dated December 4, 1998

_____

By: Jeffrey C. Douglas, Trustee

_____

By: Mary Patricia Douglas, Trustee

Edward and Jeanne Myers 1999 Family Trust, under Declaration of Trust dated October 28, 1999

_____

By: Edward D. Myers, Co-Trustee

_____

By: Jeanne M. Myers, Co-Trustee

Windwen Lands LLC, a California limited liability company

_____

By: Bobby Lee Bierig, Manager

_____

By: Darlene Bierig, Manager

Devericks 1994 Revocable Trust under Declaration of Trust dated December 14, 1994

_____

By: Richard Devericks, Co-Trustee

_____

By: Ellen Devericks, Co-Trustee

Dempsey 1992 Trust dated December 15, 1992

Kevin P Dempsey

By: Kevin P. Dempsey, Trustee

Elizabeth A. Dempsey

By: Elizabeth A. Dempsey, Trustee

Joseph E. Borchard Residuary Trust under Judgment of Final Distribution of Robert E. Borchard and Order to Divide Trust and to Modify Trust

By: Joseph E. Borchard, Trustee

Borchard Residuary Trust under Judgment of Final Distribution of Robert E. Borchard and Order to Divide Trust and to Modify Trust

By: F. Robert Borchard, Trustee

Joan Henson

Paul Borchard

T & J Henson Family Trust under Declaration of Trust dated September 19, 2006

By: Arthur Thomas Henson III, Co-Trustee

By: Frances Joan Henson, Co-Trustee

Estate of Ralph W. Borchard, Jr., also known as Bill Borchard

By: Laura Gill Borchard, Special Administrator

Joseph E. Borchard Residuary Trust under Judgment of Final Distribution of Robert E. Borchard and Order to Divide Trust and to Modify Trust

By: Joseph E. Borchard, Trustee

Borchard Residuary Trust under Judgment of Final Distribution of Robert E. Borchard and Order to Divide Trust and to Modify Trust

By: F. Robert Borchard, Trustee

Joan Henson

Paul Borchard

T & J Henson Family Trust under Declaration of Trust dated September 19, 2006

By: Arthur Thomas Henson III, Co-Trustee

By: Frances Joan Henson, Co-Trustee

Estate of Ralph W. Borchard, Jr., also known as Bill Borchard

By: Laura Gill Borchard, Special Administrator

Joseph E. Borchard Residuary Trust under Judgment of Final Distribution of Robert E. Borchard and Order to Divide Trust and to Modify Trust

_____

By: Joseph E. Borchard, Trustee

Borchard Residuary Trust under Judgment of Final Distribution of Robert E. Borchard and Order to Divide Trust and to Modify Trust

_____

By: F. Robert Borchard, Trustee

_____

Joan Henson

_____

Paul Borchard

T & J Henson Family Trust under Declaration of Trust dated September 19, 2006

_____

By: Arthur Thomas Henson III, Co-Trustee

_____

By: Frances Joan Henson, Co-Trustee

Estate of Ralph W. Borchard, Jr., also known as Bill Borchard

Laura Gill Borchard

By: Laura Gill Borchard, Special Administrator

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of VENTURA }

On 01-08-2019 (Date) before me, LYDIA GARCIA, NOTARY PUBLIC (Here Insert Name and Title of the Officer)

personally appeared JANET PENANHOAT (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LYDIA GARCIA
Notary Public - California
Ventura County
Commission # 2158616
My Comm. Expires Jul 27, 2020

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: MITIGATION AGREEMENT - DORIS PATTERSON (PREVIOUSLY RECORDED)

Document Date: 03-01-2018 Number of Pages: 35

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: JANET PENAN HOAT	Signer's Name:
☑ Corporate Officer – Title(s): ASST. SUPERINTENDENT	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing: OXNARD SCHOOL DISTRICT	Signer is Representing:

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CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Ventura)

On 6-20-16 *Date* before me, Sara Jo Kinderknecht *Insert Name and Title of the officer* Notary Public, personally appeared Margaret D. Borchard

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

SARA JO KINDERKNECHT
COMM. #2093684
Notary Public - California
Ventura County
My Comm. Expires Dec. 15, 2018

NRO1 NRO1

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Ventura)

On 6-2018 *Date* before me, Sara Jo Kinderknecht Notary *Insert Name and Title of the officer*

Public, personally appeared F. Robert Borchard

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

SARA JO KINDERKNECHT
COMM. #2093684
Notary Public - California
Ventura County
My Comm. Expires Dec. 15, 2018

NRO1 NRO1

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Ventura)

On 6-2018 *Date* before me, Sara Jo Kinderknecht *Insert Name and Title of the officer* Notary Public, personally appeared Joseph E. Borchard

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

SARA JO KINDERKNECHT
COMM. #2093684
Notary Public - California
Ventura County
My Comm. Expires Dec. 15, 2018

NRO1 NRO1

---------- OPTIONAL ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF San Diego)

On June 25th 2018 before me, Tyler Gawronski Notary

Date *Insert Name and Title of the officer*

Public, personally appeared Margaret Mary Anderson

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TYLER GAWRONSKI
COMM. # 2166736
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. OCT. 3, 2020

Signature: _____

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Ventura)

On 6-21-18 (Date) before me, Sara Jo Kinderknecht (Insert Name and Title of the officer) Notary Public, personally appeared Jeffrey C. Douglas

Mary Patricia Douglas (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

SARA JO KINDERKNECHT
COMM. #2093684
Notary Public - California
Ventura County
My Comm. Expires Dec. 15, 2018

NRO1 NRO1

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA)

COUNTY OF San Luis Obispo

On June 21, 2018 *Date* before me, Jamie Theresa Wright Notary *Insert Name and Title of the officer*

Public, personally appeared Edward D. Myers and Jeanne M. Myers. *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JAMIE THERESA WRIGHT
Commission # 2236977
Notary Public - California
San Luis Obispo County
My Comm. Expires Feb.11, 2022

Signature: Jamie Theresa Wright

---------- OPTIONAL ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Living trust Document Date: 6/21/2018
Number of Pages: 3 pgs Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signers Name:
☐ Corporate Officer – Title(s)
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer is Representing:

Signers Name:
☐ Corporate Officer – Title(s)
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer is Representing:

`CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Ventura)

On 8-1-18 *Date* before me, Sara Jo KinderKnecht *Insert Name and Title of the officer* Notary

Public, personally appeared Bobby Lee Bierig

Darlene Bierig

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

SARA JO KINDERKNECHT
COMM. #2093684
Notary Public - California
Ventura County
My Comm. Expires Dec. 15, 2018

NRO1 NRO1

---------- OPTIONAL ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA)

COUNTY OF Ventura)

On 6-21-18 *Date* before me, Sara Jo Kinderknecht Notary *Insert Name and Title of the officer*

Public, personally appeared Richard Devericks

Ellen Devericks *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

SARA JO KINDERKNECHT
COMM. #2093684
Notary Public - California
Ventura County
My Comm. Expires Dec. 15, 2018

NRO1 NRO1

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA)

COUNTY OF Shasta)

On 06/21/2018 (Date) before me, Courtney K. Conroy (Insert Name and Title of the officer) Notary Public, personally appeared Kevin P. Dempsey + Elizabeth A. Dempsey (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

COURTNEY K. CONROY
Notary Public – California
Shasta County
Commission # 2201821
My Comm. Expires Jul 16, 2021

---------- OPTIONAL ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Water Service Agreement Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☒ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☒ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

`CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA)

COUNTY OF Ventura)

On 6-20-18 before me, Sara Jo Kinderknecht Notary

Date *Insert Name and Title of the officer*

Public, personally appeared Joan Henson

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

SARA JO KINDERKNECHT
COMM. #2093684
Notary Public - California
Ventura County
My Comm. Expires Dec. 15, 2018

NRO1 NRO1

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA New York)

COUNTY OF Kings)

On 6/22/2018 *Date* before me, Anne Egger *Insert Name and Title of the officer* Notary

Public, personally appeared _____

Paul Borchard *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANNE EGGER
Notary Public, State of New York
Reg. No. 01EG6340175
Qualified in Kings County
My Commission Expires 04/11/2020

Signature: Anne Egger

---------- OPTIONAL ----------

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Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA }

COUNTY OF Ventura }

On 6-20-18 (Date) before me Sara Jo Kinderknecht (Insert Name and Title of the officer) Notary Public, personally appeared Arthur Thomas Henson III

Frances Joan Henson

(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SARA JO KINDERKNECHT
COMM. #2093684
Notary Public - California
Ventura County
My Comm. Expires Dec. 15, 2018

NRO1 NRO1

---------- OPTIONAL ----------

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Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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Capacity(ies) Claimed by Signer(s)

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA)

COUNTY OF San Luis Obispo)

On November 27, 2018 before me, Rachel Gerber Notary
Date *Insert Name and Title of the officer*

Public, personally appeared Laura Gill Borchard

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

RACHEL GERBER
Notary Public - California
San Luis Obispo County
Commission # 2213005
My Comm. Expires Oct 3, 2021

Signature: Rachel Gerber

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Exhibit A
(Legal Description)

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:

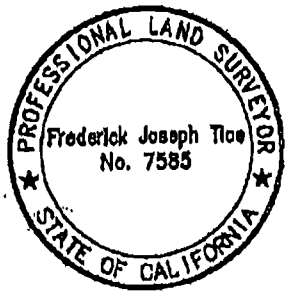
Beginning at the northwesterly corner of said Lot 158, said point being shown on record of survey recorded in Book 56, Page 73 and 74 of Records of Survey in the office of the County Recorder of said County, being the northeasterly terminus of that line shown on said map as N 01° 14' 09" E, 970.51 feet; 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



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #19-99, PDAP of Ventura County Inc. (DeGenna/Ridge)

PDAP will provide an Addiction Treatment Counselor as available to provide early intervention group and individual counseling to students referred by faculty at identified schools in the Oxnard School District during the 2019-2020 school year. Group substance abuse counseling sessions will be conducted, based on need factor, request of the school staff, and availability of PDAP counseling staff. Each group session will be an hour in length for twelve weeks, with the option to continue longer if appropriate for the students being served. Focus of the groups will be on awareness of personal strengths, importance of healthy choices, the dangers of drug and alcohol abuse, and social skills for seeking positive peers. Brief (20-30 minutes) individual counseling sessions will also be conducted as needed.

FISCAL IMPACT:

Not to exceed $30,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-99 with PDAP of Ventura County Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #19-99 - PDAP of Ventura County Inc. (2 Pages)
Certificate of Insurance (2 Pages)

AGREEMENT #19-99

Between

Palmer Drug and Alcohol Treatment Program (PDAP) of Ventura County, Inc.
and
Oxnard School District

This agreement is entered into this 21st day of August 2019, by and between PDAP of Ventura County, Inc. and the Oxnard School District.

PURPOSE: The purpose of the AGREEMENT is to establish and maintain a provision of service relationship between the two parties. PDAP will provide an Addiction Treatment Counselor as available to provide early intervention group and individual counseling to students referred by faculty at identified schools in the Oxnard School District.

Group substance abuse counseling sessions will be conducted, based on need factor, request of the school staff and availability of PDAP counseling staff. Each group session will be an hour in length for twelve weeks, with the option to continue longer if appropriate for the students being served. Focus of the groups will be on awareness of personal strengths, importance of healthy choices, the dangers of drug and alcohol abuse and social skills for seeking positive peers. Brief (20 to 30 minute) individual counseling sessions will also be conducted as needed.

TERM: The term of this AGREEMENT shall commence August 22, 2019 – June 30, 2020.

COMPENSATION: The Oxnard School District will cover the cost for the services provided by PDAP for this program at a $30 per hour rate for up to 4 hours per week in each middle and K-8 school, up to a maximum of $30,000.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.

2. Provide space to accommodate the PDAP staff member assigned at each school.

3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student.

4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.

5. Utilize Oxnard School District approved parent permission slips for participation prior to students being served, including OSD HIPPA Release of Information Form.

B. PDAP agrees to the following:

1. Provide an Addiction Treatment Counselor at all agreed sites.

2. Work within the timeframe appropriate for the school and agreed upon with the Site Administrator, not interrupting instructional time.

3. Follow Oxnard School District and PDAP procedures concerning client confidentiality.

4. Provide individual and group supervision to Counselors.

5. Provide representation at meetings convened by the Oxnard School District to review the program.

6. Be responsible for having all counselors screened and fingerprinted and testing for TB at their cost prior to beginning the program. PDAP will be responsible for ensuring that all counselors sent to the school sites have proper clearance to work with children as well as a cleared TB test.

7. PDAP will provide documentation of liability insurance with OSD listed as additional Insured.

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

AUTHORIZED APPROVAL:

PDAP OF VENTURA COUNTY, INC.:	**OXNARD SCHOOL DISTRICT:**
_____	_____
Signature	***Signature***
Ginny Connell, Executive Director	Lisa A. Franz, Director, Purchasing
Typed Name/Title	***Typed Name/Title***
_____	_____
Date	***Date***

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/14/2019

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
CalNonprofits Insurance Services
1500 41st Avenue
Suite 280
Capitola CA 95010

CONTACT NAME: Cyndi Skelton
PHONE (A/C, No, Ext): 831-824-5013 **FAX (A/C, No):** 831-824-5037
E-MAIL ADDRESS: cyndi@cal-insurance.org

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of NonProfits for Insurance	10023
INSURER B : State Compensation Insurance Fund	35076
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PDAPOFV-01
PDAP of Ventura County, Inc.
450 Rosewood Avenue, Suite 215
Camarillo CA 93010

COVERAGES **CERTIFICATE NUMBER:** 947772557 **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	X **COMMERCIAL GENERAL LIABILITY**	Y		2018-48980	8/22/2018	8/22/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Prof. Liab.						Each	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		9203857-2019	1/31/2019	1/31/2020	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Abuse and Molestation			2018-48980	8/22/2018	8/22/2019	Each Occ./Aggregate	$1M/$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Oxnard School District is included as Additional Insured as respects Liability arising out of insured's operations per attached automatic Additional Insured Endorsement Form CG20260413; 30 Days Notice of Cancellation

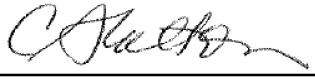
CERTIFICATE HOLDER

Oxnard School District
1051 South A Street
Oxnard CA 93030
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #19-98, Maxim Healthcare Services Inc. (DeGenna/Ridge)

Maxim Healthcare Services will provide licensed, and/or certified health care providers to the Oxnard School District for supplemental staffing services, subject to availability of qualified personnel during the 2019-2020 school year.

Maxim will supply personnel who meet the following criteria:

1. Possess current state license, certification(s) and/or credential(s)
2. Skills competence evaluation, if applicable, to be verified by a Maxim Clinician
3. Completed Maxim standard OSHA and HIPPA 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 OSD, to assist with LEA reimbursement

Term of Agreement: August 21, 2019 through June 30, 2020.

FISCAL IMPACT:

Not to exceed $10,000.00 per attached rate schedule – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-98 with Maxim Healthcare Services Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #19-98 - Maxim Healthcare Services Inc. (9 Pages)
Certificate of Insurance (1 Page)

EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 21st day of August, 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 Healthcare Services Inc. D/B/A Maxim Staffing Solutions**,** 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 CA 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 one (1) EDUCATIONAL INSTITUTION calendar year 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, BCBAs, 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:

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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 EDUCATION 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.

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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 four (4) 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 twenty-five (25%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 25%).

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

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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.
Oxnard, CA 93030

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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

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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 Esplanade 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 indiviual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistant.

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.

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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.

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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:	MAXIM HEALTHCARE SERVICES, INC., D/B/A MAXIM STAFFING SOLUTIONS:
Signature	Signature
Printed Name & Title	Printed Name & Title
Date	Date

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ATTACHMENT A

Oxnard School District **STAFFING RATES**

Charges will be based on the following hourly rate schedule effective August 21 2019:

Service	Rate
Para Educator	$32.00
Specialty Para Educator	$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 Education Teacher	$70.00

Annual Rate Increase. An annual rate increase of 0% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at $0 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:	Maxim healthcare Services Inc D/B/A Maxim Staffing Solutions.:
Signature	Signature
Lisa A. Franz, Director, Purchasing Printed Name & Title	Printed Name & Title
Date	Date

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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	NAIC #
INSURER A : Lloyds of London	2623/623
INSURER B : ACE American Ins. Co.	22667
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia MD 21046

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	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X $3,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		PH1807054	11/30/2018	11/30/2019 Products Exclusion	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO X ALL OWNED AUTOS ☐ SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			H25274799 (Owned Auto) H25274830	11/30/2018	11/30/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB ☐ OCCUR EXCESS LIAB X CLAIMS-MADE ☐ DED ☐ RETENTION $			PH1807054	11/30/2018	11/30/2019	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		C65439037 C65439074 (CA, MA) C65438951 (WI) C65438999 (OH, WA)	11/30/2018	11/30/2019	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 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

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Academic Agreement

Ratification of Agreement/MOU #19-85 – Butte County Office of Education/California Mini-Corps (Vaca)

The California Migrant Mini-Corps Program provides Migrant students in our district with tutoring services. The tutors are hired through, and supervised by the Butte County Office of Education, and the tutoring services can occur during the regular school day, summer school, or Saturday school. There is no cost to Oxnard School District for these services.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees ratify Agreement/MOU #19-85 with Butte County Office of Education/California Mini-Corps.

ADDITIONAL MATERIALS:

Attached: Agreement-MOU #19-85 - Butte County Office of Education (7 Pages)

MEMORANDUM OF UNDERSTANDING
FOR BUTTE COUNTY OFFICE OF EDUCATION/CALIFORNIA MINI-CORPS
AND OXNARD SCHOOL DISTRICT
(2019-2020 FISCAL YEAR)

This Agreement for Services ("Agreement") is made and entered into as of the __21st__ day of August , 2019, by and between the BUTTE COUNTY OFFICE OF EDUCATION/ CALIFORNIA MINI-CORPS ("BCOE"), a component of the California Master Plan for Migrant Education, P.L. 98-211, and OXNARD SCHOOL DISTRICT ("DISTRICT"), (together, "Parties").

WHEREAS, the primary objective of the California Mini-Corps Program ("Program") is to provide direct instructional services to migratory students in the district.

WHEREAS, the Program relies on college students to work as teacher assistants ("Mini-Corps Tutors") in migrant impacted schools, serving as role models and mentors, and providing the following direct services to migratory students: various forms of tutoring, including individual tutoring, tutorial instruction in academic subjects, extended day tutoring, home visits; post-secondary awareness; career awareness; ELD or bilingual instruction and other content areas including math and ELA.

WHEREAS, there is a need for the Program in the District, which is located within the Migrant Operating Agency, Region 17 (the "Region");

WHEREAS, the Program is administered by BCOE; and

WHEREAS, District seeks the provision of Program services from BCOE for migratory students in the Region.

NOW, THEREFORE, in order to implement and conduct the program during the 2019-2020 fiscal year, the Parties agree as follows:

1. **Services**. This Agreement is made and entered into for the provision of Program services for migratory students grades K-8 located within the Region, as further described in **Exhibits "A" and "B,"** attached hereto and incorporated herein by this reference ("Services").

2. **Term**. The term of this agreement is contingent upon BCOE's receipt of funding. Services shall commence under this Agreement on July 1, 2019 and will continue until June 30, 2020, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Payment**. In the event additional Mini-Corps Tutors and/or hours are requested beyond what is available to the region per BCOE's contract with the California Department of Education (CDE), District shall pay BCOE for the actual cost of the Services as described in **Exhibits "A"** and **"B"**.

4. **Termination**. It is expressly understood and mutually agreed that the success of the program is the condition for the continuation of this agreement. Either party may, at any time, with or without reason, terminate this Agreement. Written notice by the terminating party shall be sufficient to stop further provision of Services. Notice shall be deemed given when received by the non-terminating party or no later than three (3) days after the day of mailing, whichever is sooner.

5. **Indemnification**. To the furthest extent permitted by California law, each party shall defend, indemnify, and hold harmless the other party, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or

willful misconduct of the indemnifying party. The indemnifying party shall have the right to accept or reject any legal representation that the other party proposes to defend the indemnified parties.

6. **Insurance**. Each party shall procure and maintain at all times insurance with minimum limits as customary for that party's course of business. Certificates and insurance policies for each party shall name the other party and Tutors provided under this Agreement as additional insureds, and provide for not less than thirty (30) days' notice of cancellation or material charge. Parties shall provide each other with a certificate of insurance stating these conditions prior to the commencement of services under this Agreement. Such insurance shall be maintained with insurance carriers licensed to transact business in the State of California.

7. **Anti-Discrimination**. It is the policy of the BCOE that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore District agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy.

8. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

9. **Limitation of BCOE Liability**. Other than as provided in this Agreement, BCOE's financial obligations under this Agreement shall be limited to the provision of funding and expenses provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall BCOE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

10. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

BCOE:	**DISTRICT:**
Butte County Office of Education	Oxnard School District
Mini-Corps Sr. Director	Assistant Superintendent
1760 Creekside Oaks Drive, Suite 190	Human Resources & Support Services
Sacramento, CA 95833	1051 South A Street
FAX: (916) 929-2739	Oxnard, CA 93030
ATTN: Juana Zamora	FAX: (805)486-3408
	ATTN: Dr. Jesus Vaca

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a

written instrument executed by both Parties.

12. **Assignment.** The obligations and/or interests of either party under this Agreement shall not be assigned or transferred in anyway without written consent from the other party.

13. **Independent Contractor.** The BCOE, in the performance of its obligations under this Agreement, shall be and act as an independent contractor and at no time be considered the agent of District.

14. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County.

15. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

16. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

17. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

18. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

20. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

21. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

22. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

23. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

24. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated

below.

Dated: _____, 20___	Dated: _____, 20___
BUTTE COUNTY OFFICE OF EDUCATION	**OXNARD SCHOOL DISTRICT**
By: _____	By: _____
Print Name: Juana Zamora	Print Name: Lisa A. Franz
Print Title: Sr. Director	Print Title: Director, Purchasing

EXHIBIT "A"
BUTTE COUNTY OFFICE OF EDUCATION/CALIFORNA MINI-CORPS
DUTIES AND OBLIGATIONS

UNDER THIS AGREEMENT BCOE AGREES TO:

1. Provide 3-4 Mini-Corps Tutors, subject to funding availability, to work with migratory students at select schools within the district, during the 2019-2020 fiscal year.
2. Select Tutors may use pre/post assessments with select migrant students served. In some cases, 3rd – 8th grade students may be surveyed for the purpose of assessing our program services.
3. If puppetry tutors are requested for summer school, puppetry presentations may be conducted during summer school programs, depending on availability of trained Mini-Corps Tutors.
4. Provide the District with a Program College Coordinator that will directly supervise Mini-Corps Tutors assigned to the region and will monitor Mini-Corps Tutors' work hours.
5. Ensure the Program Coordinator meets with District Administrator or designee to review the placement list and provide program updates as needed.
6. Ensure Mini-Corps Tutors are assigned to work under the direct supervision of a credentialed teacher and preferably in a classroom setting.
7. Provide professional development for Mini-Corps Tutors that will include but it is not limited to:
    a. A minimum of 54 hours of training.
    b. A Summer Institute Training in Sacramento, or alternate location, in June.
8. Develop all necessary recruitment announcements, posters, brochures, applications, etc.
9. Provide presentation(s) by Program Coordinator and Mini-Corps Tutor(s) at the local sites of the district on the Mini-Corps Program as needed.
10. Recruit former migratory high school students.
11. Recruit, select, and hire the Mini-Corps Tutors.
12. Ensure that all Mini-Corps staff obtains DOJ/FBI clearances before they are assigned to work at a school. If necessary, provide verification letters of fingerprint clearances to the district.
13. Ensure all Mini-Corps staff is covered under workmen's compensation insurance.
14. Ensure that all Mini-Corps Tutors have TB and Fingerprint clearance and have successfully passed a basic skills assessment set forth by BCOE hiring guidelines.
15. Work with Priority for Service (PFS) and other migratory students and be involved in traditional and non-traditional school activities.
16. Work cooperatively with District designee in making Mini-Corps Tutor placements during the fiscal year.
17. Communicate with designated staff regarding any problems or issues with Mini-Corps Tutor placements.
18. Take immediate action to remedy any problems regarding Mini-Corps program at all placement sites.
19. Supervise, observe, and monitor Mini-Corps Tutors that are providing instructional services to migratory students.
20. Complete an evaluation of the Mini-Corps Tutor with input from the master teacher for school year and summer program.
21. The Program Coordinator and Mini-Corps Tutors will attend local in-service trainings conducted by the region if needed.

22. Provide information to the district regarding Mini-Corps activities.
23. Meet with District staff as needed.
24. Schedule and provide presentations to Migrant Parent Advisory Council(s) if needed.
25. Schedule state staff business meetings and training sessions for the Program Coordinators so they can use the Trainer of Trainers model with the tutors that provide tutorial support to the migratory students served.
26. Additional Mini-Corps Tutor Hours:
    a. If District requests additional Mini-Corps Tutor hours, BCOE shall invoice District for any additional Tutor slots/hours beyond the allocation in item number 1 above as provided in this section.
    b. Rate: District will be invoiced for the actual cost of additional Mini-Corps Tutor hours at the rate of $12.00 from July 1st, 2019 – December 31st, 2019 and $13.00 from January 1st, 2020 – June 30th, 2020 or actual cost (in the event BCOE increases the tutor hourly rates) including statutory benefits and the CDE approved indirect rate for BCOE.
27. Mini-Corps will provide District with progress report from assessment(s) as needed.

EXHIBIT "B"
DISTRICT DUTIES AND OBLIGATIONS

UNDER THIS AGREEMENT DISTRICT AGREES TO:

1. Identify the schools to be served by Mini-Corps Tutors where there is an academic need to provide tutorial and progress monitoring services to select migratory students.
2. District will identify schools to be served by Mini-Corps Tutors if puppetry tutors are requested for summer school. This request will be dependent on availability of trained Mini-Corps Tutors.
3. Distribute recruitment forms to their area staff.
4. Inform the Program Coordinator of regional parent meetings where the Program Coordinator can distribute program information.
5. Provide a list of graduating migratory students to Program Coordinator for recruitment purposes.
6. Assist in recruiting prospective Mini-Corps Tutors and participate in the interview panel as needed.
7. Inform schools, as needed, that Mini-Corps Tutors completed a basic skills assessment adopted by BCOE that meets the paraprofessional ESSA (Every Student Succeeds Act) requirement guidelines and Department of Justice (DOJ)/Federal Bureau of Investigation (/FBI) clearances.
8. Submit a request for Mini-Corps Tutors for college/university based and/or special projects with dates of program, work hours, site contact person, etc., if applicable.
9. Collaborate and coordinate with Program Coordinator to ensure that Mini-Corps Tutors assist and participate in educational activities such as Student/Parent Conferences, Saturday Schools, or Leadership Conferences.
10. Ensure Mini-Corps Tutors are assigned to work under the direct supervision of a credentialed teacher and preferably in a classroom setting.
11. Confer with the Program Coordinator on the placement, program schedule changes and reassignments of Mini-Corps Tutors during the fiscal year.
12. Notify the Program Coordinator of local trainings in which Mini-Corps staff can attend.
13. Notify the Program Coordinator of meetings where the Program Coordinator's presence is required.
14. Contact the Mini-Corps Program when there is a problem impacting the programs.
15. Provide Mini-Corps Tutors with instructional material to work with migrant children during special projects or summer programs.
16. If District requests additional Mini-Corps Tutor slots/hours, as provided in **Exhibit "A"**, District will be invoiced for the actual costs beyond the allocation stipulated in **Exhibit "A"**.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement/MOU #19-76 - Continuing Development, Inc. (DeGenna/Valdes)

This agreement establishes the terms for the use of preschool classrooms between the Oxnard School District and Continuing Development, Inc. for a Preschool Program at Harrington Early Childhood Development Center. Term of the Ground Lease: July 1, 2019 to June 30, 2020.

FISCAL IMPACT:

$12,225.60 per year paid to Oxnard School District by Continuing Development, Inc.

RECOMMENDATION:

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent Educational Services, that the Board of Trustees ratify Agreement/MOU # 19-76 with Continuing Development, Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #19-76 - Continuing Development Inc. (11 Pages)
Exhibit A (1 Page)

OSD AGREEMENT #19-76

MEMORANDUM OF UNDERSTANDING REGARDING FACILITIES USE BY AND BETWEEN CONTUINING DEVELOPMENT, INC. AND THE OXNARD SCHOOL DISTRICT HARRINGTON SCHOOL

This Memorandum of Understanding Regarding Facilities Use ("MOU") is made between Continuing Development, Inc. ("CDI" or "Lessee") and the Oxnard School District (the "District" or "Lessor"). CDI and the District shall sometimes be referred to herein as the "Parties" or individually a "Party".

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the "Site Lease") pursuant to which Lessee will occupy one classroom (the "Space" or the "Facility") on the premises of the District's Harrington School at 451 South Olive Street, Oxnard, California (the "Harrington Site");

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the District, the parents of the students of the District, and the public to allow Lessee 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 July 1, 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) Lessee shall notify Lessor 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, Lessee notifies Lessor that it wishes to extend the term, Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that Lessor gives Lessee not less than ninety days prior written notice of its election to do so.

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

Article 2. Use of the Space

2.1 ALLOCATION OF SPACE.

Lessor hereby allocates to Lessee, 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 Lessee and Lessor. Lessee will occupy one classroom for the sole purpose of operating a preschool program (the "Program"). Lessee will provide the Lessor, 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 and Preschool Buildings, shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington School. Lessee 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) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of Lessor or anyone acting for or on behalf of Lessor; (ii) Lessee 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) Lessor 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.

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

2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents and warrants to Lessor that:

(a) Lessee 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. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee 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 Lessee and do not require any further approvals or consents.

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

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

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

3.2 NUISANCE, MISCELLANEOUS.

Lessee shall not do or permit anything to be done, without the prior written consent of Lessor, 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 Lessee 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. Lessee 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. Lessee shall not use or allow the Facility to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of Lessor that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) Lessee 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. Lessee 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. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee 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. Lessee 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, Lessee 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 Lessor and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee 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 Lessee transacts its business.

3.4 FINGERPRINTING.

Lessee shall ensure that any persons admitted by Lessee 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 Lessee's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, Lessee 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, Lessee 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 Lessor is left behind after Lessee vacates the Space, Lessor 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 Lessee.

Article 4. Fees

4.1 During the term of this MOU, Lessee will pay to Lessor a monthly rental fee in the amount of $1,018.80, calculated on 1,132 square feet at $0.90 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 Lessee 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 Lessor's property.

5.2 Lessee 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.

Lessee 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 Lessee by Lessor, if any, shall remain the property of Lessor.

6.2 SITE MAINTENANCE

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

6.3 REQUIRED NOTICE – EMERGENCY.

Lessee shall immediately inform Lessor 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. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by Lessor.

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 LESSEE INSURANCE.

Lessee, 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 Lessee 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) Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee 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 respects Lessor, and any insurance or self-insurance maintained by Lessor shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. Lessor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Lessee 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 Lessor.

8.3 COPIES.

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

Article 9. Access by Lessor

9.1 Lessor 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. Lessor 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 Lessee and Lessor 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 Lessor 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 Lessee at the following address:
Continuing Development, Inc.
1500 Camino del Sol
Oxnard, CA 93030
Attn: Susan Dumars, President

Article 11. Assignment and Subletting

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

Article 12. Dispute Resolution

12.1 Disputes between Lessee and Lessor 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, Lessee's representatives shall meet with Lessor's representatives 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 Lessee and Lessor. 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 LESSEE.

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

(a) Any failure by Lessee 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 Lessee 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 Lessee for more than 90 days.

(d) A failure by Lessee 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. Lessee shall not be deemed to be in default if Lessee 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, Lessee 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 Lessee, and the same is not discharged within ninety (90) days of commencement.

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

13.2 WAIVER.

The waiver by Lessor 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 LESSOR REMEDIES.

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

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space If Lessee has abandoned the Space and any property not belonging to Lessor has been left behind, Lessor 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 Lessee. Lessor may also allow others to use the Space, in which case the MOU shall terminate.

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

Article 15. Termination for Convenience

15.1 TERMINATION BY LESSEE FOR CONVENIENCE.

Lessee may terminate this MOU for its convenience, by providing 60-days written notice of termination to Lessor.

15.2 TERMINATION BY LESSOR FOR CONVENIENCE.

Lessor may terminate this MOU for its convenience by providing 60 days written notice to Lessee.

CONTINUING DEVELOPMENT, INC.:

By: _____

Name: Susan Dumars

Title: President

Date: _____

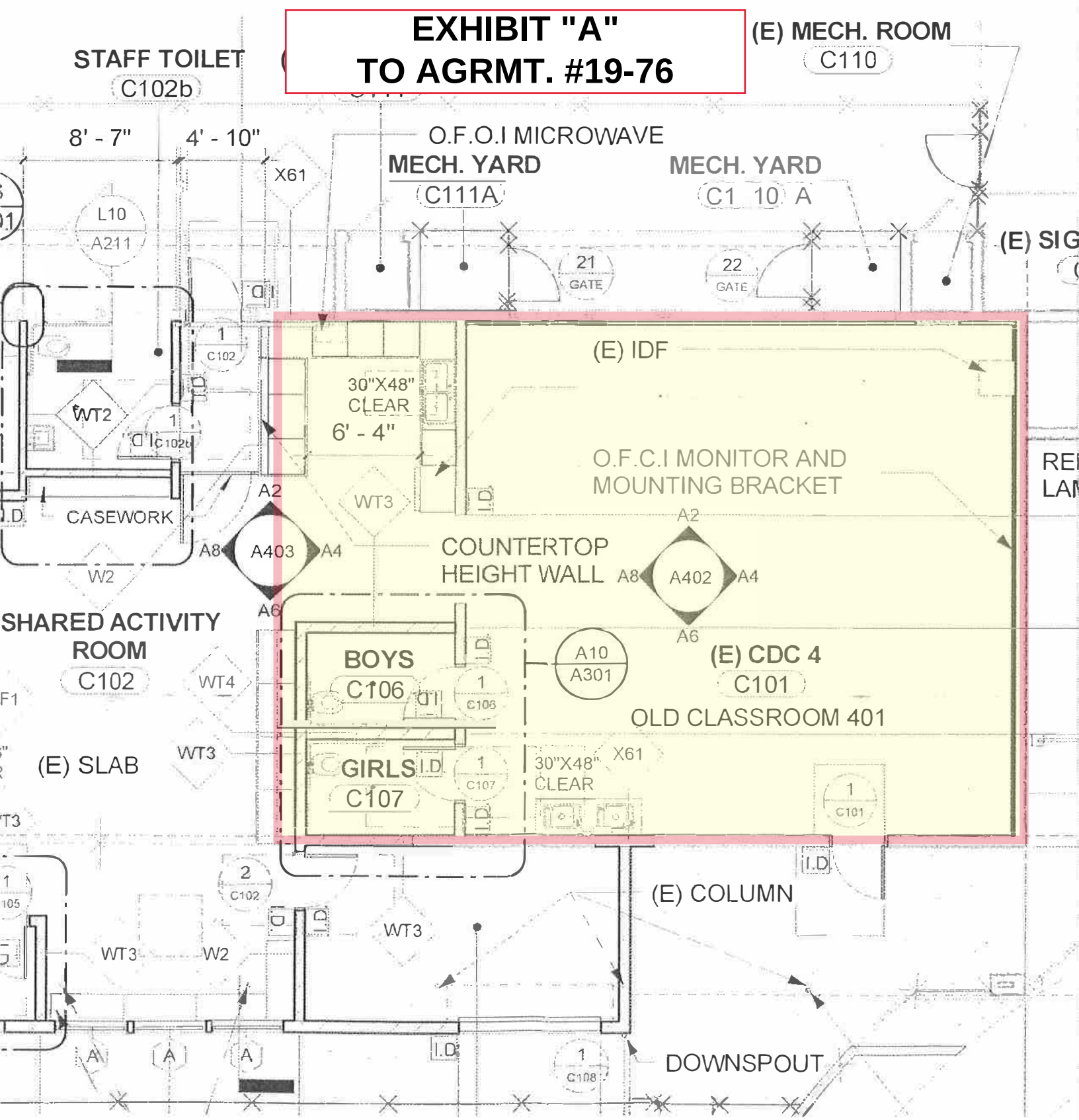
OXNARD SCHOOL DISTRICT:

By: _____

Name: Lisa A. Franz

Title: Director, Purchasing

Date: _____



CDI OCCUPYING AREA IN YELLOW

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement#19-75 - Assistance League, Non-Public School, NPS (DeGenna/Madden)

Requesting ratification for Non Public School (NPS) services for the students listed below for the 2019-2020 school year, including Extended School year, beginning August 20, 2019. The Non Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Grade: Pre-K (12)
EB042815
SC081915
AF030315
LG120614
EP030315
RG101515
JM070315
FM032815
RR062115
RW091515
MC042116
IM030816

FISCAL IMPACT:

Tuition PreK: $1,150.00 monthly rate x 12 students) x 11 months= $ 151,800.00
(Extended School Year; ESY)

Grand Total: $151,800.00 - Special Education Fund

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational services that the Board of Trustees ratify Agreement #19-75 with Assistance League School, NPS in the amount not to exceed $151,800.00.

ADDITIONAL MATERIALS:

Attached: Agreement #19-75 - Assistance League School (3 Pages)

OXNARD SCHOOL DISTRICT
1051 South "A" Street ● Oxnard, California 93030 ● (805) 385-1501

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #19-75

THIS AGREEMENT, made and entered into this 21st day of August 2019 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Grade: Pre-K (12)
EB042815
SC081915
AF030315
LG120614
EP030315
RG101515
JM070315
FM032815
RR062115
RW091515
MC042116
IM030816

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. The services shall be provided for the **2019-2020** school year at a cost of $1,150.00 per month, per student, beginning August 2019, including Extended School Year (ESY) through July 2020; amount not to exceed **$151,800.00.**

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.

8. The nonpublic school shall prepare and submit to the school district trimester progress reports, incident reports within 24 hours, year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective shall not exceed **$151,800.00** for students listed on page one of this Agreement #19-75.

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least $1,000,000 for each person and $1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and $3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense procure and maintain insurance under the Workers' Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change.

The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

_____	_____
Date	Lisa A. Franz, Purchasing Director Oxnard School District
_____	_____
Date	Victoria Elliott, Director Assistance League School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-80 – STAR of CA, ERA ED (DeGenna/Madden)

STAR of CA, ERA ED will provide classroom support and 1 to 1 Behavior Therapists for identified special education and general education students during the 2019-2020 school year. Term of Agreement: July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Not to exceed $800,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-80 between Oxnard School District and STAR of CA, ERA ED.

ADDITIONAL MATERIALS:

Attached: Agreement #19-80 - STAR of CA-ERA Ed. (4 Pages)
Rate Sheet (5 Pages)
Certificate of Insurance (6 Pages)

OXNARD SCHOOL DISTRICT

AGREEMENT #19-80 FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 21st day of **August 2019**, by and between the OXNARD SCHOOL DISTRICT, located at 1051 S A St, Oxnard, CA 93030, hereinafter referred to as "District" and **STAR of CA, a Professional Psychological Corporation (DBA STAR of CA, and ERA ED)** located **4880 Market St, Ventura CA 93003**, hereinafter referred to as "Provider/Consultant".

W I T N E S S E T H:

WHEREAS, it is the desire of the Governing Board of the Oxnard School District to contract with professionally trained Consultant **provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. ERA ED will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, ERA ED will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.**

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. **TERM OF AGREEMENT:** The term of this Agreement shall be for the period commencing

July 1, 2019 and terminating **June 30, 2020**

2. SERVICES: As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following: **provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. ERA ED will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, ERA ED will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.**

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Katrina Madden	**Interim Director of Special Education Services**
(Name)	(Title)

LOCATION: Provider shall provide the contracted services at the following location:
Oxnard School District School Sites.

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of $800,000.00 pursuant to this Agreement. Provider shall be compensated at the rate of $54.64 per hour for 1 to 1 behavioral support to students, $106.15 per hour for behavioral consultation and supervision services, $339.90 for 2 hours workshops, and $679.80 for 4 hours workshops. The intensity and duration of services will be delivered as directed and determined by District.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the service type, time spent, and date(s) of service of the services provided for the preceding month and any other billing breakdown as may be required by the District. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an each occurrence limit of not less than one million dollars ($1,000,000) or as solely determined by the District by and through the Superintendent or designee.

B. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

13. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Ventura County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Ventura.

14. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

15. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

16. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

17. ARBITRATION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

18. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

19. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below**.**

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing — Date

STAR of CA, ERA ED, VENTURA CA

Dr. Doug Moes, President, CEO — Date

4880 Market St.
Ventura, California 93003
ph: (805) 644-7827
fax (805) 650-1385
Corporate Headquarters
www.starofca.com www.eraed.com

2019/2020
PROGRAM DESCRIPTION OVERVIEW

STAR of CA (DBA: ERA Ed.) provides a range of behavioral health services to support students with developmental disabilities and/or emotional behavioral disorders in addition to their families. Special Education students with a variety of problems can participate in our school-based services. These students may have or be at risk for an autism spectrum disorder (e.g., Autism, pervasive developmental disorder NOS, Asperger's) or emotional behavioral disorder (e.g., disruptive behavior disorder, anxiety or mood disorder) that may be interfering with their school performance and ability to participate in the least restrictive environment (LRE). Services provided include (1) behavior intervention development and modification (BID), (2) Behavior Intervention Implementation of Behavior Modification Plans (BII), (3) counseling and guidance services (CG), (4) parent counseling and training (PCT), and (5) other psychological services aside from assessment and IEP development (PS). ERA Ed.'s school based services are derived from evidence-based practices such as Applied Behavior Analysis (ABA), Positive Behavioral Support (PBS), Dialectical Behavioral Therapy (DBT), Parent Child Interaction Therapy (PCIT), and Cognitive Behavior Therapy (CBT).

ERA Ed. Service Delivery Options for VC SELPA School Districts

Consultation Support – ERA Ed. delivers consultation support to schools, classrooms, and student teams. This consultation support includes focused training to school personnel, classroom team members, and instructional assistants in specific areas of need, classroom coaching, program development, and intermittent team meetings to facilitate program development, implementation, and progress monitoring. In this approach ERA Ed. serves as an integral member of the team providing ongoing communication between team members (e.g., classroom staff, the school site administration, and the Director of Pupil Services). Intermittent progress reports are developed to summarize progress in staff and classroom development, identify ongoing areas of need, and generate recommendations for responding to those needs.

IEP Driven Services - ERA Ed. can deliver behavioral health services to specific students in order to build their requisite skills and resolve emotional and behavioral challenges necessary for the student to participate in the least restrictive environment, access their curriculum, and demonstrate progress toward IEP goals. As a supplement to

consultation support, the utilization of ERA Ed. for IEP driven services provides districts with an immediate response to addressing the needs of individual students. As part of a capacity building strategy for school districts, ERA Ed.'s delivery of such services creates an exemplar of effective behavioral health services. As the students emotional and behavioral challenges are resolved and relevant skills begin to emerge, an emphasis is placed on transferring responsibility for such behavioral health services back to district personnel so the student learns to benefit from the natural supports that exist within their classroom and district team members. The IEP process is essential for reviewing the progress of such ERA Ed. delivered behavioral health services and determining how these services are transferred back to school districts.

ERA Ed. Description of Services & Fee Schedule

Behavioral Services

Consultation (CNSLT) – includes a variety of staff and program development related activities designed to build capacity in school district personnel, teams, classrooms, and schools. The focus of ERA Ed. consultation support is to address areas of need that district staff may have in utilizing Applied Behavior Analytic methodologies and other best practices to serve students with autism and emotional behavioral disorders. Consultation services can be IEP driven or be initiated as part of a District's broader staff training and development efforts. Consultation support is often preceded by a formal or informal needs assessment

Instructional Assistant / Para-Educator Training – IEP driven consultation support designed to train district staff on implementation of a specific student's behavioral support plan, teaching to IEP goals, and carrying out data collection practices.

Classroom Program Development – Consultation support designed to enhance the ability of classrooms to respond to the educational needs of students with autism spectrum disorders. Emphasis is placed on optimizing the use of ecological arrangements, activity schedules, visual supports, communication systems, appropriate teaching strategies, and developing monitoring systems for reviewing student progress and staff success with program implementation. The consultation support is delivered through intermittent team meetings, small group trainings, and coaching within the classroom milieu.

Workshops – A variety of workshops can be developed for more general teacher training needs. Workshop content and format are determined through conducting brief needs assessments that would include discussion with district personnel and opportunities to observe within the settings in which the training content is to be applied. Follow up coaching delivered in the target settings is an essential component to the workshop model.

Assessments (FBA/FAA) - A comprehensive Functional Behavioral Assessment (FBA, FAA) is conducted in compliance with requirements set forth from IDEA and the Hughes Bill. The assessment takes place across multiple locations and visits. The assessment is 15 hours and includes development of (a) goals associated with student needs to inform programming, (b) a positive behavior support plan that addresses proactive, teaching and reactive strategies to address specific challenging behaviors and teach replacement behaviors, and (c) recommendations for service delivery to assist the treatment team in planning.

Direct Instruction (BII) -includes the implementation of Applied Behavior Analytic interventions (IBI) to students as part of their IEP in order to resolve challenging behavior, teach replacement behaviors, and develop academic readiness skills. Direct instruction can be delivered across all settings (e.g., school, home, community) deemed relevant to support implementation of the student's IEP.

Supervision (BID) – includes a range of supervisory activities designed to support implementation of the student's behavioral program as specified in their IEP. As part of supervision each ERA ED. direct interventionist is trained, evaluated, and monitored by the supervisor as part of our ongoing quality assurance process. The supervisor visits the child's school, or other settings in which intervention is delivered (e.g., home, community), weekly to assess the program, support the direct interventionist, and address classroom team and family questions or concerns. To ensure proper program implementation, fidelity of implementation data and reliability data are taken on each ERA Ed. direct interventionist. Supervision also includes the direct interventionist and supervisor meeting as needed to discuss the student's progress, review behavioral data, and make necessary program changes (e.g., modify goals, revise data collection systems, adapt teaching strategies). Report writing (i.e., monthly or quarterly based on IEP team decision), as well as participation in monthly team meetings and IEPs are part of the ERA Ed. supervision model.

Mental Health Services

Counseling and Guidance Services (CIMHA or CILMHP) – ERA Ed. counseling and guidance services include counseling in which the student is assisted in planning and implementing their short and long term educational program; personal counseling in which the student is helped to develop their social, emotional, and behavioral functioning in order to promote self-determination and personal responsibility. Counseling and guidance services can be delivered in either individual or group based modalities to best meet the needs of students, and are delivered in our mental health office suite, at the school site, and in the home when applicable. Counseling services are provided by licensed mental health professionals (e.g., psychologists, social workers, marriage and family therapists) and mental health practitioners (MFT Intern, Associate Clinical Social Worker, Registered Psychologist, Psychology Assistant).

Parent Counseling and Training (PCT) – ERA Ed. parent counseling and training services assist families in understanding the special needs of their child and providing them with information and strategies they can use to assist their child in reaching their short and long term educational program goals and objectives. These services are delivered individually in home and community settings as well as in our mental health office suite and can also be delivered via group-based formats using a psychoeducation model. These services are provided by licensed mental health professionals (e.g., psychologists, social workers, marriage and family therapists) and mental health practitioners (MFT Intern, Associate Clinical Social Worker, Registered Psychologist, Psychology Assistant).

Psychological Services (PsychServ) – ERA Ed. psychological services include conducting consultation, interviewing, assessment, diagnosis, and psychotherapy to assist students in implementing their short and long-term educational program goals and objective. These services are provided by licensed mental health professionals (e.g., psychologists, social workers, and marriage and family therapists).

Assessments (Psychoeducational, Education-Related Mental Health Services). ERA Ed. is able to conduct a wide range of psychological assessment services, including ERMHS assessments and individualized psychoeducational assessments. All assessment services are conducted by licensed mental health professionals, including psychologists when necessary.

Mental Health Consultation (CNSLT-MHA) – ERA ED. Mental Health Consultation involves performing collateral indirect activities to support direct student counseling services. This includes activities such as IEP attendance, goal development, progress reporting, staff support, linking treatment across environments, etc.

Behavioral Services					
1		Consultation	CNSLT	$106.15	/hr
2		Assessments (FBA/FAA)	EVAL	$106.15	/hr
3		Direct Instruction	BII	$54.64	/hr
4		Supervision	BID	$106.15	/hr
Mental Health Services					
5		Counseling & Guidance Services (CG)– Licensed Mental Health Professional	CILMHP	$84.07	/hr
6		Counseling & Guidance Services (CG) –Mental Health Intern	CIMHA	$63.05	/hr
7		Parent Counseling & Training (PCT) Licensed Mental Health Professional (CG)	CFLMHP	$84.07	/hr
8		Parent Counseling & Training (PCT) –Mental Health Intern (CG)	CFMHA	$63.05	/hr
9		Assessments (Psycho-educational, Education-Related Mental Health Services)	EVAL-MH	$106.15	/hr
10		Psychological Services	PsychServ	$106.15	/hr
11		Mental Health Consultation - Licensed Mental Health Professional	CNSLT-LMHP	$84.07	/hr
12		Mental Health Consultation – Mental Health Intern	CNSLT-MHA	$63.05	/hr
13		Crisis Management	CRISIS INT-MHA	$63.05	/hr
14		Critical Incident Debriefing & Counseling	CRISIS INT-MHA	$63.05	/hr
15		Grief/Trauma Response Counseling	CNSLT-MH	$63.05	/hr
16		Bus Aide BID (10% discount applied)	BUS AIDE-BID	$95.54	/hr
17		Bus Aide BII (10% discount applied)	BUS AIDE-BII	$49.18	/hr

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/30/2019

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	CONTACT NAME: Ellen Wenger
Jones & Maulding Insurance P.O. Box 1312 Oxnard CA 93032	PHONE (A/C, No, Ext): (805) 486-4701 FAX (A/C, No): (805) 486-2087 E-MAIL ADDRESS: ellen@jandminsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	
INSURER B : New York Marine & General Insurance Company	
INSURER C : Homeland Insurance Company of New York	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
STAR of California, Inc.
4880 Market Street
Ventura CA 93003

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	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		PHPK2017123	07/31/2019	07/31/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2017123	07/31/2019	07/31/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC201900020038	07/31/2019	07/31/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
	Sexual/Physical Abuse or Molestation Professional Liability			MFL-005193-0719	07/31/2019	07/31/2020	$3,000,000 $6,000,000	Per Occurrence Aggregreate

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

Certificate holder is named as Additional Insured with respects to General Liability, per PI-GLD-HS (10/11)

CERTIFICATE HOLDER

Oxnard School District
Pupil Services
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

Betty J. Maenes

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K. **Key and Lock Replacement – Janitorial Services Client Coverage**

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. **Additional Insureds**

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

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

2. Each of the following is also an insured:

a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. **Duties in the Event of Occurrence, Claim or Suit**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. **Unintentional Failure To Disclose Hazards**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. **Transfer of Rights of Recovery Against Others To Us**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement/MOU #19-88 – Tutorific! (DeGenna/Madden)

Tutorific! will provide additional instruction to students selected or assigned by the Special Education Services Department for tutoring outside of the normal school day. Term of the Agreement/MOU: July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

$70,000.00 (billed at $65.00 per hour) – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-88 with Tutorific!.

ADDITIONAL MATERIALS:

Attached: Agreement #19-88 - Tutorific! (6 Pages)
Proposal-Scope of Work (5 Pages)
Certificate of Insurance (4 Pages)

Memorandum of Understanding ("MOU") #19-88
Between
Oxnard School District ("OSD") Special Education Department
1051 South "A" Street, Oxnard, CA 93030
And TUTORIFIC! ("Tutorific")

1. Purpose. This MOU is entered into for the purpose of providing additional instruction to students selected or assigned by OSD for tutoring outside of the normal school day ("Student").

2. Term. The Term of this Contract begins on July 1, 2019 and ends on June 30, 2020 ("Term"). **Payment**. Upon proper monthly invoicing which includes the amount of hours provided per student, District agrees to pay Tutorific for services performed during the Term of this Agreement at the rate of $65 per hour per student for one-to-one tutoring.

3. Students. Selection of students to participate under this MOU shall be at the discretion of OSD. Tutorific may decline and/or drop a Student if it is not possible to provide the tutoring due to lack of reasonable parent support in facilitating the tutoring (including but not limited to parent inflexibility to accept any of multiple scheduling options) or if the Student presents a danger to Tutorific staff. For each Student assigned to Tutorific by OSD, OSD shall provide Tutorific with the child's name, parent(s) name(s), address, contact numbers, and any information OSD deems helpful in providing service to the Student, including but not limited to 504 plan, IEP, ISP, special education information, level of English language ability and home language, type of tutoring (if limited by OSD), and number of hours of tutoring (if limited by OSD).

4. Subjects & Duration. The subject(s) to be tested and tutored and are pre-approved by OSD are reading, language arts, spelling, and math. If requested by the District and/or parent, and Tutorific's tutor is able, tutor may assist with other subjects as best serves each student. Tutorific shall be notified by OSD in writing of Students assigned for a finite number of hours of tutoring at the time each Student is assigned, and OSD shall not be responsible to pay Tutorific for any tutoring beyond those stated hours. Students assigned without a finite number of hours shall be considered to be ongoing and OSD shall pay for all Tutorific-provided sessions for such Students throughout the school year in which the Students are assigned but OSD may stop any Student's tutoring with a simple two week written notice.

5. Testing & Reporting. Tutorific shall assess each Student as the first step of tutoring. Assessment time shall be counted and paid as tutoring time. Progress assessing and reporting shall occur approximately quarterly and at the end of each student's assign duration with Tutorific. Progress is not tested nor reported for students who drop from the program before each scheduled progress test. Tutorific shall report non-excused absences to the district within a week of the missed session or missed make-up, whichever comes last. Attendance shall also be reported at the time of monthly billing.

6. Parent Communication. Tutorific shall be responsible for parent communication related to student scheduling, absences, and make-ups. A copy of each report shall be provided by Tutorific to each Student's parent. Tutorific shall provide reports to parents in Spanish when necessary for good communication.

7. Location of Tutoring. The location of tutoring shall be determined by mutual agreement between Tutorific and the Student's parent and may be at the school, Tutorific's clinic, a public library, or in-home. Tutorific shall make good effort to provide the tutoring at each Student's home school campus when possible while keeping in mind some families' limitations related to parent work schedules and transportation, facility space and tutor availability.

8. **Staff Qualifications**. Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who have experience working with the type(s) of student(s) assigned or who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Tutorific may make exceptions to these qualification with the written approval of the Learning Rights Law Center or a representative of the Oxnard School District.

9. **Materials**. Tutorific shall supply Students with all materials necessary for providing high quality tutoring. Computer tablets and other electronic devices are not included as part of this MOU except those provided by OSD.

10. **Independent Contractor**. Nothing in this MOU will be construed to imply a joint venture or employment.

11. **Student Confidentiality**. Student information shall be kept confidential by Tutorific. A copy of all student records will be delivered to OSD with the monthly invoice. Records will be kept in accordance with the directed needs of OSD.

12. **Incident, Accident, and Child Abuse Reporting**. Tutorific will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Tutorific hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq*. Tutorific agrees that all staff members will abide by such laws in a timely manner.

13. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

14. **Discrimination**. Provider shall not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

15. **References to OSD & Tutorific**. All references to OSD and Tutorific in this agreement relate specifically to this MOU and not to any other agreement between OSD and Tutorific.

16. **Termination**.

a. Without Cause. This Contract may be terminated by the District or the Provider at any time. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

b. For Cause.

(i) The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

(ii) If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

(iii) If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

17. Severability Clause. If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

18. Written Notice. Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below.

For the District:
Katrina Madden
Interim Director, Special Education
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

For Tutorific:
Matt Oppenheimer
Executive Director/Owner
Tutorific!
484 Mobil Avenue, Suite 12
Camarillo, CA 93010

OXNARD SCHOOL DISTRICT:

_____
Signature

Lisa A. Franz, Director, Purchasing

_____
Date

TUTORIFIC:

_____
Signature

Matt Oppenheimer, Executive Director/Owner

_____
Date

EXHIBIT A

INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars ($1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars ($1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars ($2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

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

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

EXHIBIT B

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 Provider under the Contract to which this Exhibit B is attached [_] constitute [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, TUTORIFIC!, who will provide Services under the Contract, [_] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

TUTORIFIC!
OSD Special Education Proposal/Scope of Work

TUTORIFIC has been West Ventura County's leading tutoring organization for more than 47 years. We have provided educational support services in the forms of tutoring, afterschool programs, and summer programs for more than ten years. During No Child Left Behind, we were one of a limited number of providers approved by the California Board of Education to offer Supplemental Educational Services for reading, math, English Language Learners AND **Special Education**. For a period of twelve years, we provided tutoring to our county's foster children and homeless youth under contract with the Ventura County Office of Education. We have provided services, at one time or another, to over a dozen local school districts. In addition, we have provided tutoring for thousands of local K-12 students whose parents enroll them directly, and we have a very active early reader program for children, ages four and up.

We have experience working with a wide variety of special populations and needs:

- Special Education (504, IEP, ISP)
- Autism / Asperger
- Downs Syndrome
- ADHD / ADD
- Speech Issues
- Hearing & Sight Issues
- Specific Learning Disabilities
- Graphic Processing Issues
- Auditory Processing Issues
- Memory Issues
- Behavioral Issues
- Motivational Issues
- Emotional Issues

In addition to gladly accepting any students assigned to us by OSD, we have a notably positive reputation for working well with challenging parents. (But please send us easy ones, too. ☺)

TUTORIFIC! is fully capable of teaching all K-12 subject areas. We have helped some of OSD's youngest students learn basic phonics as well as turning teens who were failing their classes into students who graduated high school.

To make life easier for your district, we handle every aspect of tutoring:

- Parent Interaction
- Scheduling
    - Including maintaining an attendance log submitted to OSD with each invoice
- Initial Assessment(s)
- Tutoring (Staff and Materials)
- Progress Testing (Approximately each 30 hours)
- Progress Reports
    - Provided to the district and parent; in English and Spanish
- Accounting / Billing

We provide the tutoring at our beautiful and well-stocked educational clinic. When this is not possible for OSD sponsored families, we meet students at a library near the family or provide tutoring in-home.

Among the subjects we can successfully tutor for you are…

- Mathematics
    - Core Math
    - Algebra
    - Geometry
- Reading
    - Oral Reading
    - Vocabulary
    - Reading Comprehension
- Spelling
    - Predictable (Phonics-based)
    - Unpredictable
- Language Arts
    - Grammar
    - Usage
    - Capitalization
    - Punctuation
- Homework Support

We are educator owned and operated. The progress of our students and building their self-confidence & study skills is our primary concern, not large profit, and thus our hourly rates are have consistently been lower than other private educational firms.

Improving our students' understanding of the English language and improving reading skills are incorporated into every aspect of our tutoring. Even for math, we provide a reading component to help our students better understand word problems, written directions and written descriptions.

We use a variety of instructional materials from such publishers as Key Curriculum Press, McGraw-Hill, Macmillan, Houghton Mifflin, Scott Foresman, Harcourt Brace Jovanovich, Merrill Publishing, Continental Press, Teachers College Press, Bowmar/Noble, Phoenix Learning Resources, Barron's Educational, Scholastic and others. The hundreds of materials at our disposal – books, worksheets, kits, graphics, manipulatives, etc. – are logged in our extensive Instructional Materials Database, ready to be assigned when ideally suited based on our individual student testing.

Every incoming student is assessed in the subjects requested for tutoring by the parent and/or district. These tests pinpoint levels of ability and define specific needs that combined become the basis of the program created for the student. During this initial phase, we also review information given to us by the child's parent(s) and the district. IEPs and 504 plans are helpful to us. All combined, these elements allow us to create a program tailored directly to personalized academic needs, learning styles and interests for either small group or 1:1 tutoring.

Once designed, the students' printed programs guide their tutors, maximizing the productivity of each session and ensuring the fastest progress while building self-confidence. We build onward from the edge of the students' knowledge envelope and help them master concepts that have been troubling them. As precise as these programs are, the tutor is given reasonable latitude in materials and methods to meet or surpass goals. Each program includes a choice of applicable instructional materials (as described above) for each academic goal. This also allows a tutor to make immediate changes based on a student's interests and mood on any given day, and to take advantage of unanticipated opportunities for educational growth, which may occur based on events at school or a child's sudden curiosity about a targeted concept.

We do not progress linearly through books as some tutoring organizations do. We jump directly to specific needs. Once mastered, we move to the next. We do not spend time on concepts a student already knows. We NEVER give busy-work. Every moment is focused on moving the student forward as quickly as possible.

Tutorific reserves the right to assign the tutor who we feel will do the best job of making progress for each student assigned as well as who will best motivate and relate to each assigned student. All tutors will have prior tutoring experience with the type of student being assigned.

All of our instruction occurs outside of each student's regular school day. We are a non-religious, neutral, non-ideological organization. The quality and type of services is not altered by a student's race, gender, religion or politics.

Special Needs Notes:

Having been founded by a bilingual special education teacher and having more decades of organizational experience working with special-needs kids & English learners, we are especially prepared and staffed to work with these wonderful children. The students range from kids who are many years below grade level up through kids who are many years above. On one end of the spectrum, we work with children who are autistic (extreme through Asperger's) or have other special needs. For example, we tutored a dyslexic 7th-grader who came to us reading at a kindergarten level and literally wrote scribbles rather than sentences, yet who was bright and articulate. His private school promoted him from one grade to the next without regard to his actual ability until they summarily dropped him in middle school. We analyzed his graphic processing issues and designed a program which advanced him more than a year for each thirty sessions with us because we had found the key. On the other end of the spectrum, we have 5th graders performing complex algebra functions and kindergarteners reading at the 3rd and 4th grade levels. Students often come to us when they are one to three years behind. Others, who normally do well, attend when they encounter problematic new concepts. This latter group stays with us briefly, returning later when they have another such need. Many of our students are here because they have learning challenges such as ADD, ADHD, memory issues, graphic and/or auditory processing issues, dyslexia, dysgraphia, lack of motivation, test anxiety, poor study skills or a combination of these. It is precisely because we program prescriptively, have such a large reservoir of instructional materials and a carefully chosen staff with the necessary training and experience that we are able to excel with all of these kids. And we do it often when others have believed it was impossible to do so.

English Language Learners Notes

We have tutored bilingual students during all of our years in business. At times, this group of kids represented about half of our organization's student population. English language ability is always an important factor in creating each child's program. While our approach is full immersion, "English language only" instruction, we currently employ a number of staff members who are fluent in Spanish. We have a variety of excellent ELL instructional materials containing wonderfully helpful graphics, and we incorporate plenty of oral language practice. Beyond our direct tutoring of ELL students, we are known for our excellent communication with, and support of, their parents, many of whom exclusively speak Spanish. We have staff fluent in Spanish and all of our Title One written communication is provided in English and Spanish.

Tuition:

Tutorific is giving OSD a reduced hourly tuition of $65/hour.

Hours are billed in ¼-hour allotments

(e.g. a session lasting an hour and fifteen minutes would be billed at 1.25 hours)

OPPENMA-01 MMILLIGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/14/2019

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 # 0F50015 Gimlin & Udy Insurance Agency, Inc. 601 E. Daily Drive, Suite 130 Camarillo, CA 93010	CONTACT NAME: PHONE (A/C, No, Ext): (805) 987-3883 FAX (A/C, No): (805) 388-1892 E-MAIL ADDRESS: Info@gu-ins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co. — 18058
INSURED Matt Oppenheimer, Dba: Tutorific And The Learning Clinics 484 Mobil Avenue, Suite #12 Camarillo, CA 93010	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		PHPK1881450	11/13/2018	11/13/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ABUSE AND MOLES	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK1881450	11/13/2018	11/13/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB647387	11/13/2018	11/13/2019	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Per policy form(s)

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

Michael Milligan

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Oxnard School District	Per AI Schedule
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

 © Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Oxnard School District
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

© Insurance Services Office, Inc., 2012

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-89 – Center for Autism & Related Disorders, LLC (DeGenna/Madden)

Center for Autism & Related Disorders, LLC will provide Independent Educational Evaluator Services to the Special Education Services Department during the 2019-2020 academic year to complete Autism Evaluations. Term of Agreement: August 21, 2019 to June 30, 2020.

FISCAL IMPACT:

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

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-89 with Center for Autism & Related Disorders, LLC.

ADDITIONAL MATERIALS:

Attached: Agreement #19-89 - Center for Autism & Related Disorders LLC (13 Pages)
Rate Sheet (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #19-89

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 21st day of August 2019 by and between the Oxnard School District ("District") and Center for Autism & Related Disorders, LLC ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from August 21, 2019 through June 30, 2020 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

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

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

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

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**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 Autism & Related Disorders, LLC
21600 Oxnard Street, Suite 1800
Woodland Hills, CA 91367
Attention: Bryce Miller
Phone: (818) 345.2345, Ext. 1072
Fax: (866) 587.2383
Email: B.Miller@centerforautism.com

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

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

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

26. **Administration**. **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 AUTISM & RELATED DISORDERS, LLC:**
_____	_____
Signature	Signature
Lisa A. Franz, Director, Purchasing	_____
Typed Name/Title	Typed Name/Title
_____	_____
Date	Date
Tax Identification Number: 95-6002318	Tax Identification Number: _____

☐ Not Project Related

☑ Project #**19-89**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-89

SERVICES

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

***Provide Independent Educational Evaluator services to the Special Education Services Department to complete Autism Evaluations during the 2019-20 school year per attached Rate Sheet**

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

***PER ATTACHED RATE SHEET**

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

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

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

☑ None.

☐ See attached list.

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

☑ None.

☐ See attached list.

VII. AMENDMENT

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

☐ Not Project Related

☑ Project #**19-89**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-89

COMPENSATION

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

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

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.

B. Line items for all supplies properly charged to the Services.

C. Line items for all travel properly charged to the Services.

D. Line items for all equipment properly charged to the Services.

E. Line items for all materials properly charged to the Services.

F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

☐ Not Project Related

☑ Project #**19-89**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-89

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:

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 #**19-89**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-89

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 [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CENTER FOR AUTISM & RELATED DISORDERS, LLC**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Oxnard School District Rates – 2019-2020

THERAPY
Therapy, school shadowing,
report writing
$65/HR

2:1 THERAPY
$130/hr

THERAPIST CLINIC ATTENDANCE
$65/HR

ASSESSMENT
Including FBA
$160/HR

SUPERVISION
Supervision (workshop),
clinic supervision, training aide services,
clinic meetings, school observations, testing,
IEP attendance, report writing,
phone consultations, video reviews
$160/HR

PARENT TRAINING
$160/HR

TRAVEL (WORKSHOPS)
Travel (i.e., drive time, air time) is charged when a client is receiving in-home supervision.
$30/HR

PER DIEM
In addition to hotel accommodations and rental car, per diem is charged each day the supervisor stays overnight at the given location.
$30/day

INTAKE EVALUATION
Evaluation and report by Dr. Granpeesheh
$550

Evaluation and report by CARD supervisor
$475

CONSULTATION by CARD Director
Clinic Director, Dr. Granpeesheh
$250/HR

Rates are subject to change at any time.

CARD Headquarters – 21600 Oxnard St, Suite 1800, Woodland Hills, CA 91367 Telephone: (818) 345-2345

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2018

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	CONTACT NAME: Kathy Stutts	
Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	PHONE (A/C, No, Ext): (805) 585-6156	FAX (A/C, No): (805) 585-6256
	E-MAIL ADDRESS: kstutts@tolmanandwiker.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Center for Autism and Related Disorders, LLC 21600 Oxnard Street Suite 1800 Woodland Hills CA 91367-7807	INSURER A : Philadelphia Indemnity Ins Co	18058
	INSURER B : Philadelphia Indemnity Ins Co	18058
	INSURER C : Ins Co of the State of PA	19429
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 18/19 GL/AU/SEX/UMB/ **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] SEX ABUSE/MOLESTATION [ ] $1M PER OCCUR/$2M AGG GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK1899515	11/09/2018	11/09/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK1899515	11/09/2018	11/09/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB652314	11/09/2018	11/09/2019	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015893826	06/30/2018	06/30/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	PROFESSIONAL LIABILITY ERRORS & OMISSIONS			PHPK1899515	11/09/2018	11/09/2019	LIMIT: AGGREGATE:	$1,000,000 $2,000,000

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

GL: Certificate Holder is Additional Insured as respects to operations of the Named Insured per form CG20260704. Endorsement applies only as required by current written contract on file.

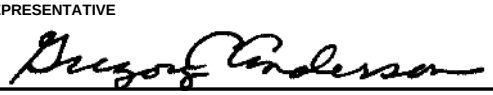
CERTIFICATE HOLDER

Orange Unified School District
1401 North Handy Street
Orange CA 92867

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. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-84 – Therapy Travelers LLC (DeGenna/Madden)

Therapy Travelers LLC will 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. Therapy Travelers LLC 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 orientation, support, facilities, and training for service providers.

Term of Agreement: August 21, 2019 through July 31, 2020

FISCAL IMPACT:

Not to exceed $580,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-84 with Therapy Travelers LLC.

ADDITIONAL MATERIALS:

Attached: Agreement #19-84 - Therapy Travelers (9 Pages)
Rate Sheet (1 Page)

Staffing Service Agreement

This Staffing Service Agreement ("Agreement") is entered into as of the 21st day of August 2019 (the "Effective Date"), by and between TherapyTravelers LLC , 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 and will orient all TherapyTravelers employees at the start of any work engagement to the policies of the district including safety, hazard and emergency. 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 on a full time basis within one (1) year 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. If the Client elects to hire any Associate who has worked more than 1,500 hours at the Client's facility within the past twelve (12) months, client shall pay 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 twelve (12) months 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 five percent (35%) 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 presentment 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 St
Oxnard, CA 93030

TherapyTravelers LLC: TherapyTravelers LLC
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 of the, and any judgement.

(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"

TherapyTravelers LLC
A California Corporation

By:_____
Maria Lankenau, Vice President

"Client"

Oxnard School District

By:_____
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 2019/2020

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	$87-$110
SLP - CFY	$80-$88
SLPA	$70-$78
School Psychologist	$88-$115
OT	$87-$110
COTA	$70-80
PT	$90-$110
PTA	$70-80
Assistive Tech	$64-$72
LPN	$55-$65
RN	$68-$80

*Mileage is billed at the current IRS rate

Our rates vary depending upon the scope of the contract, location, duration and available therapists. We can discuss them on a case by case basis.

Regards,

Maria Lankenau

Vice President

O: 888-223-8002 ext 813 F:
714-464-4461
www.therapytravelers.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-81 – 360 Degree Customer, Inc. (DeGenna/Madden)

360 Degree Customer, Inc. will provide supplemental staffing to the Oxnard School district on an "as needed" basis during the 2019-2020 school year. 360 Degree Customer, 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 orientation, support, facilities, and training for the following service providers:

- Speech Language Therapist
- Speech Language Therapist Assistants
- Occupational Therapist
- Psychologist

FISCAL IMPACT:

Not to exceed $700,000.00 (per the hourly rate sheet attached) - Special Education Funds

RECOMMENDATION:

It is recommended by the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-81 with 360 Degree Customer Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #19-81 - 360 Degree Customer Inc. (5 Pages)
Rate Card (1 Page)
Certificate of Insurance (1 Page)

OSD AGREEMENT #19-81

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the 21st day of ***August 2019***, between the ***Oxnard School District*** **(referred to as OSD)** located at 1051 South A Street, Oxnard, CA – 93030,

and ***360 Degree Customer Inc*** (hereinafter referred to as Consultant) located at 473 Sapena Ct, Ste # 7, Santa Clara, CA - 95054, in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports. The Speech Therapist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings

Provide direct therapy service; recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on **Date as specified in Addendum A**

C. COMPENSATION For the full performance of this agreement, the OSD shall pay the Consultant as follows: Consultant's Fee:

a. **For Consultant : Name of the Consultant and Rate as Specified in Addendum A**
b. **Consultants will work for 5 days per week as per school year calendar**

Payment to be made as follows: Payments to be made every month within 30 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION:

a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (OSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OSD, the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the OSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the OSD.

b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the OSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the OSD, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by OSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.

c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the OSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

2. NON-DISCRIMINATION. No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

3. CONFLICT OF INTEREST. Before executing this agreement, the Consultant shall disclose to the OSD the identities of any board member, officer, or employee of the OSD, or relatives thereof, who the Consultant knows of should know will have any financial interest resulting from this agreement.

4. LICENSE AND AUTHORITY. The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.

5. EQUIPMENT AND FACILITIES. OSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.

6. ASSIGNMENT. Without the written consent of the OSD, this agreement is not assignable by the Consultant.

7. NON-SOLICITATION OF EMPLOYEES. OSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) year following the last date of that employee's services to OSD. After completion of 12 full billable months, OSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between OSD and the contractor.

8. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

9. TIME. Time is the essence of this agreement.

10. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.

11. WITHHOLDING. The OSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.

12. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the OSD.

13. HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

14. TERMINATION. The OSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), OSD agrees to pay Consultant for work completed to date of termination.

15. AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

16. COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the OSD.

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the OSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the OSD, or to utilize the OSD's letterhead or logo without the prior consent of the OSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and OSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The OSD shall provide job specifications and instructions.
TRAINING	The OSD would provide training and meetings that the consultant needs to attend
RIGHT TO HIRE OTHERS	The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.
WORK ESSENTIAL TO WPS	The consultant's work is essential to OSD in relation to them providing all of the services provided in section
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at OSD or any other provisions listed in part A.
JOB LOCATION	OSD controls the job location.
BASIS OF PAYMENT	Payment shall be by the time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.
MATERIALS, TOOLS & EQUIPMENTS	All Materials, Tools and equipment for the job shall be provided by OSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public.

RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.
PROGRESS REPORTS	The consultant would have to make progress reports for the students which are a monitoring issue of the goals and services for the student.

F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. CONTRACT INITIATOR (OSD Representative)

Signature: _____

Date Signed: _____

Title: _____

Address: _____

_____

Phone / Fax: Ph: _____

E-Mail Address: _____

CONSULTANT

Signature: _____

Date Signed: _____

Title: MANAGER - SALES

Company Name & Address: 360 Degree Customer Inc

473 Sapena Ct, Ste # 7, Santa Clara, CA - 95054

Phone / Fax: Ph 408-234-8419, Fax 408-624-9355

E-Mail Address: leslie@360customer.com

ADDENDUM – A

RATE CARD FOR 2019 - 20 SCHOOL YEAR

Speech Therapists	:	$87 PER HOUR
Bilingual Speech Therapists	:	$95 PER HOUR
Occupational Therapist	:	$87 PER HOUR
Physical Therapist	:	$87 PER HOUR
Psychologists	:	$95 PER HOUR
SLPA	:	$72 PER HOUR
School Nurses	:	$70 PER HOUR
Special Educational Teachers	:	$80 PER HOUR

Start Date: July 1, 2019

End Date: June 30, 2020

RATE CARD

Speech Therapists	:	$87 PER HOUR
Bilingual Speech Therapist	:	$95 PER HOUR
Occupational Therapist	:	$85 PER HOUR
Physical Therapist	:	$85 PER HOUR
Psychologists	:	$90 PER HOUR
SLPA	:	$72 PER HOUR
School Nurses	:	$70 PER HOUR
Special Educational Teachers	:	$85 PER HOUR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2019

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

Om Insurance services
1336 Trestlewood Lane
San Jose, CA 95138

CONTACT NAME: Anuradha Alisetty
PHONE (A/C, No, Ext): 4082190206 **FAX (A/C, No):** 4085169789
E-MAIL ADDRESS: alisettyp@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds of London	
INSURER B : Hiscox Insurance	
INSURER C : Employers Insurance Group	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

360 Degree Customer,Inc
473 Sapena Ct.
Ste#7
Santa Clara CA 95054 Ca 95134

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	X COMMERCIAL GENERAL LIABILITY	X		ATR/O/232299.03	02/17/19	02/17/20	EACH OCCURRENCE	$ 1000000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2000000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1000000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			EIG2589962-00	01/08/19	01/08/20	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1000000
							E.L. DISEASE - POLICY LIMIT	$ 1000000
A	Professional Liability/E and O			MPL 1693279 19	02/02/19	02/02/20	1000000/1000000	
A	Sexual abuse/Misconduct aggregate limit (shared with PL)			MPL 1693279 19	02/02/19	02/02/20	50,000	Ded 10,000

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

The following Certificate holder is an additional insured

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

199

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #19-91 – The Coalition for Family Harmony (DeGenna/Ridge)

The Coalition for Family Harmony will provide education groups on dating violence prevention to identified students at the Intermediate Schools. Resources and referrals to additional services offered by The Coalition for Family Harmony will be provided to identified students and families. Term of Agreement: July 1, 2019 to June 30, 2020.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-91 with The Coalition for Family Harmony.

ADDITIONAL MATERIALS:

Attached: Agreement-MOU #19-91 - The Coalition for Family Harmony (2 Pages)

OSD AGREEMENT/MOU #19-91

The Coalition for Family Harmony
and
Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Coalition for Family Harmony and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. The Coalition will provide trained facilitators to work in conjunction with school assistant principals, counselors and outreach specialists to coordinate and facilitate Teen Dating Violence Education Groups at the schools for K - 8th grade girls and Bystander Groups for K - 8th grade boys.

Classes and intervention sessions will be conducted at designated Intermediate schools, based on need factor and identification of students. Teen Dating Violence groups will be for seven weeks /1 hour per session. The Bystander Groups will be for two week /1 hour sessions. All groups will be run by MFT Interns and Trainees who are under Clinical Supervision. The curriculum will cover the myths of sexual harassment, sexual assault and rape, methods that perpetrators use, date rape drugs, and rape and sexual assault prevention. The Coalition also offers a multitude of services that counselors and outreach specialists may refer families to as they are identified, such as: counseling, parenting programs, child abuse intervention programs, legal services, crisis response and intervention, and emergency shelter. If students within the group are identified as being in need of additional services, they and their families could be referred to some of the other services available through the coalition. Should MFT interns be available through Coalition for Family Harmony, students may be seen on school campuses.

TERM: The term of this MOU shall commence July 1, 2019 - June 30, 2020.

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by The Coalition for Family Harmony for this program.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.

2. Provide space to accommodate the Coalition staff member assigned at each school.

3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student.
4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.

5. Utilize Oxnard School District approved parent permission slips for participation prior to students being served.

B. Coalition for Family Harmony agrees to the following:

1. Provide trained facilitators at all agreed sites.

2. Work within the time frame appropriate for the school and agreed upon with the Site assistant principals, not interrupting instructional time.

3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.

4. Provide individual and group supervision to facilitators.

5. Utilize Pre and Post surveys with students attending groups and share the data with the Site Administrator and Outreach Specialists.

6. Provide representation at meetings convened by the Oxnard School District to review the program.

7. Be responsible for having all facilitators screened and fingerprinted and testing for TB at their cost prior to beginning the program. The Coalition will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.

8. Provide OSD with a certificate of Insurance (General Liability and Workman's Comp) naming the Oxnard School District as "additional insured".

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

AUTHORIZED APPROVAL:

THE COALITION FOR FAMILY HARMONY:	**OXNARD SCHOOL DISTRICT:**
_____	_____
Signature	***Signature***
Caroline Prijatel-Sutton, Executive Director	Lisa A. Franz, Director, Purchasing
Typed Name/Title	***Typed Name/Title***
_____	_____
Date	***Date***

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #19-92 – School on Wheels, Inc. (DeGenna/Ridge)

The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration. Oxnard School District and School on Wheels Inc. will work together in the 2019-2020 school year to identify and serve homeless children within the school district. School on Wheels Inc. will provide one-on-one tutoring to homeless students during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the needs of the family. Term of Agreement: July 1, 2019 to June 30, 2020.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-92 with School on Wheels, Inc.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #19-92 - School on Wheels Inc. (2 Pages)

OSD AGREEMENT/MOU #19-92

School on Wheels, Inc.
and
Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between School on Wheels, Inc. and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration.

Oxnard School District and School on Wheels, Inc. will work together in the 2019-2020 school year to identify and serve homeless children within the school district. School on Wheels, Inc. will provide one-on-one tutoring to students identified as homeless during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the need of the family.

Both organizations will share names of students identified as homeless through such means as school district referrals to School on Wheels, Inc. In order for the two agencies to share student names, a release of information authorization (HIPPA Form) will be provided to parents for their approval of sharing this information (see attached). Through this agreement to release information, the two organizations have the capacity to share students' records including grades and test scores in order for the tutors to support the academic progress of these students.

TERM: The term of this MOU shall commence July 1, 2019 through June 30, 2020.

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by School on Wheels, Inc.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.

2. Provide space to accommodate the School on Wheels, Inc. tutors at designed school sites.

3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student. Students may also be referred through the Homeless School District Liaison.

4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.
5. Have HIPPA Release of Information Form signed by parents to share information.

B. School on Wheels, Inc. agrees to the following:

1. Provide trained one-on-one tutors to identified homeless students on the basis of availability of tutors.

2. Work within the time frame appropriate for the school and agreed upon with the Site Administrator, not interrupting instructional time.

3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.

4. Provide individual and group supervision to tutors.

5. Provide school supplies and backpacks upon request of school site.

6. Provide representation at meetings convened by the Oxnard School District to review the program.

7. Be responsible for having all facilitators screened and fingerprinted and testing for TB at their cost prior to beginning the program. School on Wheels, Inc. will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.

8. Provide OSD with a certificate of Insurance (General Liability and Workman's Comp) naming the Oxnard School District as "additional insured".

9. All flyers or written information given to parents by School on Wheels must include the following statement, "this event is not sponsored or endorsed by the Oxnard School District."

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

AUTHORIZED APPROVAL:

SCHOOL ON WHEELS, INC.:	**OXNARD SCHOOL DISTRICT:**
_____	_____
Signature	***Signature***
Angela Allmendinger	Lisa A. Franz, Director, Purchasing
Typed Name/Title	***Typed Name/Title***
_____	_____
Date	***Date***

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #19-90 – Interface Children and Family Services (DeGenna/Ridge)

Interface Children and Family Services will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Crisis Outreach, Family Violence Intervention Services and Mental Health Services. Term of Agreement: July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-90 with Interface Children and Family Services.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #19-90 - Interface Children & Family Services (2 Pages)
Certificate of Insurance (1 Page)

INTERFACE
CHILDREN & FAMILY SERVICES

MEMORANDUM OF UNDERSTANDING

Interface Children & Family Services
Oxnard School District

This Memorandum of Understanding (MOU) is entered into, by and between Interface Children & Family Services (ICFS) and the Oxnard School District (OSD).

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. ICFS will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services and Mental Health Services.

TERM: The term of this MOU shall be effective July 1, 2019 through June 30, 2020. A new Memorandum of Understanding shall be executed on an annual basis.

DESCRIPTION OF SERVICES:

A. OSD agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide adequate facilities to accommodate ICFS staff.
3. Provide referrals through Administrative, Faculty, Counseling and Support Staff.
4. Provide a contact person such as Administrative or Counseling Staff or school to whom the Interface staff will coordinate program implementation at the school site(s).

B. ICFS agrees to the following:

1. Provide trained Services staff to deliver youth crisis response services and ongoing follow up services.
2. Provide linkage to additional resources as needed.
3. Provide mental health registered interns and/or licensed mental health professionals to provide counseling services to eligible students and families.
4. Follow OSD and ICFS procedures concerning client confidentiality.

5. Provide representation at meetings convened by OSD to review the program.

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

AUTHORIZED APPROVAL:

6-26-19

Erik Sternad Date
Executive Director
Interface Children & Family Services

Lisa A. Franz Date
Director, Purchasing
Oxnard School District

6/25/19

Joelle Vessels Date
Director of Youth & Mental Health Services
Interface & Children Family Services

6/27/19

Nichelle Gonzalez-Seitz Date
Director Family Violence Intervention Services
Interface Children & Family Services

INTECHI-01 WONK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/29/2019

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 # 0252636 United Agencies 100 No. 1st Street, Ste. 301 Burbank, CA 91502	CONTACT NAME: Won Kim PHONE (A/C, No, Ext): (818) 295-2245 FAX (A/C, No): (818) 295-2201 E-MAIL ADDRESS: WKim@ua-insurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Harleysville Insurance Company — 23582
INSURED Interface Children & Family Services 4001 Mission Oaks Blvd. Ste I Camarillo, CA 93012	INSURER B : CompWest Insurance Company — 12177 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		MPA0000001120AK	4/1/2019	4/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA0000001118AK	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CMB0000001119AK	4/1/2019	4/1/2020	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV5503274	4/1/2019	4/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab.			MPA0000001120AK	4/1/2019	4/1/2020	Each Occurrence	1,000,000
A	Professional Liab.			MPA0000001120AK	4/1/2019	4/1/2020	Aggregate	3,000,000

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

Abuse or Molestation Liability: $1,000,000 Each Abusive Conduct Limit; $3,000,000 Aggregate, Claims made, retro 4/1/2008.

Umbrella Policy includes both Professional Liability and Abusive or Molestation Liability.

Certificate Holder is named as Additional Insured as respects to the operations of the Named Insured, if required by written contract.

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

Levi Cadman

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #19-86 with Ventura County Sheriff's Office and City Impact Inc. (DeGenna/Ridge)

The Ventura County Sheriff's Office ("VCSO") is partnering with the Oxnard School District, Frank Middle School, and the nonprofit organization, City Impact, Inc., to provide the Check and Connect program which will provide intensive intervention services for at-risk middle school students in 7th and 8th grade.

The Check and Connect program will track progress and discuss issues of concern regarding academic data and behavior data. This model will also build relationships with the students and their families.

VCSO will provide grant funding to compensate two full-time mentors provided by City Impact Inc. in accordance with the terms of the grant program, for three years and eight months (44 months). Over that time, two groups of 60 students (new 7th graders at the start of the program) will be served on school grounds: Two cohorts of 60 served two years each for a total of 120 students in 44 months.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #19-86 with Ventura County Sheriff's Office and City Impact Inc.

ADDITIONAL MATERIALS:

Attached: Agreement-MOU #19-86 - Ventura County Sheriff's Office & City Impact Inc. (5 Pages)
Certificate of Insurance - City Impact Inc. (1 Page)

Agreement/Memorandum of Understanding #19-86 Between Ventura County Sheriff's Office, Oxnard School District and City Impact, Inc.

Re: Youth Reinvestment Grant (YRG) Program: Check & Connect Ventura County (CCVC)

Program Overview for Robert J. Frank Middle School

The Ventura County Sheriff's Office ("VCSO") is partnering with middle schools and nonprofit organizations, including City Impact, Inc. ("City Impact") to provide intensive intervention services for at-risk middle school students in 7th and 8th grade.

Term: Grant funding is three years and eight months (44 months). Over that time, two groups of 60 students (new 7th graders at the start of the program) will be served on school grounds: Two cohorts of 60 served two years each for a total of 120 students in 44 months.

VCSO agrees to:

Provide funding from the Youth Reinvestment Grant ("YRG") Program to compensate two full-time mentors provided by City Impact in accordance with the terms of the grant program. VCSO will also assist in identifying student candidates for the program and conducting background checks on those candidates.

City Impact agrees to:

Provide two full-time mentors to render services to two groups of 60 students, following the Check and Connect model. The mentors will meet with students on a weekly basis to:

CHECK: Track progress and discuss issues of concern regarding:

1. Academic Data: grades, progress toward academic standards in both Math and English/Language Arts.
2. Behavior Data: accumulated tardies, unexcused absences, excused absences, behavior referrals/infractions, bus referrals, detention, and suspension (in/out-of-school).

CONNECT: Build relationships with the students and their families:

1. Complete a thorough intake form with the students to identify individual and family strengths (e.g., interests, goals) as well as risk factors (e.g., habitual running away, student caring for a family member, family member involved with a gang, substance abuse or the criminal justice system).
2. Build relationships with the students through weekly formal and informal interactions.
3. Build relationships with family members through phone conversations, notes home, face-to-face meetings, and home visits.
4. Help students to participate at school based on areas of interests, strengths and needs (e.g., clubs, sports, and tutoring).
5. Help students navigate school and track progress.

6. Personalize interventions for each student, including other stakeholders.
7. Work cooperatively with families, teachers, and other adults to support the student.
8. Make referrals for students and families to help them access needed resources.
9. Help students set personal educational goals, both immediate and future.
10. Assist students to develop problem solving skills and successfully meet the everyday demands of the school environment.
11. Equip students to persist in the face of challenges.
12. Explain to both students and families the rationale behind identified school policies and practices that cause resistance to the student's connection with school and help break down barriers and feelings of alienation from school.

City Impact agrees that will comply with the fingerprinting and background clearance requirements in Education Code section 45125.1 with respect to all mentors or any of its employees who have contact with District pupils in the course of providing services and accessing the District facilities contemplated under this MOU. Prior to any mentor's presence on school grounds, the California Department of Justice must first determine that none of the mentors have been convicted of a violent or serious felony, as those terms are given meaning in Education Code section 45122.1. City Impact's responsibility for fingerprinting and background clearance extends to all mentors or its own employees coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors or volunteers.

Oxnard School District agrees to:

1. Gather data needed to refer students to participate in the program (using the Referral Criteria set forth below).
2. Gather tracking data for students receiving services at the end of each trimester
3. Gather outcome data for students receiving services.
4. Gather additional data that the funder, the Board of State and Community Corrections (BSCC), may require (TBD by the funder).
5. Send names and addresses of participating students to VSCO solely for the purpose of conducting background checks.
6. Provide space for two program mentor(s) to meet with students.
7. Work cooperatively with the mentor(s) and program director to work as a team with teachers, counselor, extra-curricular activity advisors, etc. to help the identified students.
8. Provide in-kind services of: school personnel time, work space in the Care Center.

Student records identified and collected by School District shall be shared under this MOU with City Impact, provided City Impact's ongoing compliance with all of the conditions of the "School Official" exception to certain federal privacy laws and regulations, as well any other applicable requirements under federal and state privacy laws, as follows:

1) All uses of student records pursuant to this MOU shall be and only be in furtherance the institutional service City Impact provides, for which the District would otherwise use its employees
2) All uses of student records pursuant to this MOU shall be under the "direct control" of the District with respect to City Impact's use and maintenance of those records. As a non-exhaustive example, City Impact personnel will never transport records off of school grounds.
3) City Impact's use of records shall not ever run afoul the use and re-disclosure restrictions codified in 34 C.F.R. § 99.33(a).

These same restrictions apply to the School District's single-purpose transfer of student names/addresses to VSCO for background check purposes specified above.

Referral Criteria: Identifying students to be served will involve a multi-step process:

1. Oxnard School District will identify all students that fit the criteria (with the anticipation of identifying at least 120 incoming 7th grade students) based on risk factors indicated above.
2. Identified student names will be given to VCSO for screening purposes only to determine if any of the identified students have been arrested and therefore must be disqualified from the program.
3. Program staff will rank the students according to their risk level as it pertains to the focus of the grant. 60 students will receive services.

COMPENSATION:

The Oxnard School District will not be charged for or compensated for the services it performs. City Impact will invoice VCSO for services performed and will be paid in accordance with the terms of the grant program.

TERMINATION:

Any party, in writing, may terminate this MOU for any cause or no cause at all, at any time, so long as the party provides 30 days' written notice to the other parties.

REVISION/AMENDMENT:

This MOU may be revised and/or amended by mutual written agreement of all parties at any time during the duration of the Agreement. Any revisions or amendments must be consistent with the terms of the grant program.

INDEMNIFICATION/HOLD HARMLESS:

To the extent permitted by law, each party agrees that it will indemnify, hold harmless and defend (including any attorneys' fees or court costs) the other party, its officers, and employees, and agents from all claims, liabilities, losses, damages, including property damage, personal injuries, or deaths, incurred in connection with any third party claim, suit, or proceeding, that are caused by the indemnifying party's breach of this agreement or arising directly or indirectly from the negligent acts or omissions, or willful misconduct, of the indemnifying party or its agents or employees.

The parties evidence their acceptance of this Agreement/Memorandum of Understanding with their signatures below.

AUTHORIZED APPROVAL:

VENTURA COUNTY SHERIFF'S OFFICE:

_____
Signature

William Ayub, Sheriff
Typed Name/Title

_____
Date

OXNARD SCHOOL DISTRICT:

_____
Signature

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

_____
Date

CITY IMPACT, INC.:

_____
Signature

Betty Alvarez-Ham, President
Typed Name/Title

_____
Date

Attachment A to MOU
Youth Reinvestment Grant (YRG) Program
Program Goals and Objectives

GOAL 1: Students enrolled in **Check & Connect Ventura County (CCVC)** will avoid contact with law enforcement.

1.1: A minimum of 180 (120-specific to OSD) students will enroll in **CCVC;** measured by enrollment forms

1.2: 100% of **CCVC** students will not be arrested, during program enrollment, measured by Law Enforcement arrest records

1.3: 100% of **CCVC** students will not be under formal or informal supervision by VC Probation Agency, during program enrollment, measured by Probation status records

1.4: 100% of **CCVC** students will not have a Student Attendance Review Board contract with the VC District Attorney's Office, during program enrollment, measured by school records

GOAL 2: Students enrolled in **CCVC** will show improved progress in school.

2.1: 90% of enrolled students will decrease the number of unexcused absences by 50%; measured by school records

2.2: 80% of **CCVC** students will pass five of their six classes; (Math and English required), during program enrollment; measured by school report cards

2.3: 80% of **CCVC** students will satisfy school requirements for citizenship points, i.e.; tardiness, behavior referrals, detentions and suspensions, for successful 8th Grade Promotion, measured by school records

2.4: 75% of **CCVC** students/families will report student was engaged with school and learning; measured by program surveys

GOAL 3: Provide support, resources, and referral services to **CCVC** students and their families.

3.1: 100% of **CCVC** students will have a personalized strength-based plan that maximizes strengths, address barriers and provides pathways to success, measured by Check & Connect Intake Forms and Student Risk Inventory

3.2: 75% of **CCVC** students will indicate improved Teacher-Student Relationships and Peer Support at school; measured by Student Engagement Instrument (SEI)

3.3: 70% of **CCVC** students will show increased understanding of the relevance of school work, an increase in intrinsic motivation and future aspirations/goals as measured by SEI

3.4: 60% of **CCVC** students will indicate improved Family Support for Learning; measured by SEI, and improved levels of family functioning; measured by program surveys

Client#: 3115 CITYIMPA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/10/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Zephra Borges
Edgewood Partners Ins. Center 19000 MacArthur Blvd. Penthse Fl. Lic#0B29370 949-263-0606 Irvine, CA 92612	PHONE (A/C, No, Ext): 949.417.9104 FAX (A/C, No): E-MAIL ADDRESS: zephra.borges@epicbrokers.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
City Impact Inc. P.O. Box 5678 Oxnard, CA 93031	INSURER A : Nonprofits' Ins Alliance of CA	11845
	INSURER B : State Compensation Ins. Fund	35076
	INSURER C : North American Elite Insurance Co.	
	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	
A	X COMMERCIAL GENERAL LIABILITY			201905416	01/01/2019	01/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		91284852019	04/08/2019	04/08/2020	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Property			201905416PROP	01/01/2019	01/01/2020	BPP/Ded:$183,403/$2,500	
A	D&O			201905416DONPO	01/01/2019	01/01/2020	Limit/Ded.:$1M/$5,000	
A	Professional Liab			201905416	01/01/2019	01/01/2020	Each occ/Aggr.: $1M/$3M	

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

Proof of Insurance

CERTIFICATE HOLDER

R.J. Frank Academy of Marine Science and Engineering
701 North Juanita Ave.
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

Anthony F. Olivero

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #19-87 with Zajonc Corporation (DeGenna/Ridge)

Consultant will provide Grant Writing and Program Consulting services for six percent of total grant award (if awarded). Services to include:

Creating a grant application, including the Budget Narrative, Safe and Drug-Free Schools and Communities – National Program – School Climate Transformation Grant-LEA. Consult with OSD on program framework, technical assistance and sustainability strategies

Grant Evaluation – Consultant hourly rate*:

Grant evaluation services to include weekly communications, monthly output data collection, quarterly updates of activities completed to-date, a semi-annual report and a final evaluation report.

- Weekly communications including the collection of available program data from OSD personnel
- Quarterly project output/outcome reports
- Focus group/informative interviews with key stakeholders
- Monthly meetings with the Project Director and key team members to ensure proper implementation of services
- A formative Semi-Annual Evaluation report, and
- A formative Annual Evaluation report.

*HOURLY BILLING RATE BY LABOR CATEGORY:

Labor Category:	Hourly Rate:
Principal Investigator	$95.00
Lead Evaluator	$85.00

Term of Agreement: June 1, 2019 through October 31, 2025.

FISCAL IMPACT:

Approx. $108,750.00 per yr., for a 6-1/4 year total of $652,500.00
(Note: OSD is only obligated to pay this amount if the grant is awarded)

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-87 with Zajonc

Corporation.

ADDITIONAL MATERIALS:

Attached: **Agreement #19-87 - Zajonc Corp (6 Pages)**
Certificate of Insurance (1 Page)

CONSULTANT AGREEMENT #19-87
OXNARD SCHOOL DISTRICT – SCHOOL CLIMATE CHANGE GRANT 2019

This agreement entered into between the Oxnard School District, (hereinafter referred to as "**OSD**") and **Zajonc Corporation** (hereinafter referred to as "Consultant"), is made for the purpose of providing services by the Consultant to **OSD** in accordance with the Superintendent's policy as follows:

All individuals utilized by the Consultant in the agreement shall be investigated to ascertain disqualifying criminal convictions. All prospective consultants who have been convicted of an offense that includes, but is not limited to, any sexual offense, drug related offenses, murder, theft, assault, battery, injury to a child, or threat to another person, will be considered not suitable for contracting in a direct care position, and the offer of contract will be rescinded, invalidating any and all agreements between the parties herein established.

I. CONSULTANT AGREES:

A. To provide the **OSD** with the following identifying information:
Consultant's Full Name: **Zajonc Corp (d.b.a. Zajonc Corporation)**
Social Security Number or Federal ID Number: **74-2979816**
Address: **P.O. Box 10751, College Station, Texas 77842-0751**
Profession or Occupation: **Grant evaluation specialists and grant consultants.**

B. To provide the **OSD** with any other information concerning qualifications including education, experience, certification, licensure or other information as required by I-D below:

C. To complete any and all requisite training (see I-D below) prior to providing any services. Such training shall be accomplished on the Consultant's own time and at the Consultant's own expense unless prior approval for other arrangements has been obtained in writing from the Superintendent.

D. To provide and perform the services as described below:

1. Type of Service**: Grant writing services, program consulting and grant evaluation services.**

2. Description of Service: **(1) Creating a grant application, including the Budget Narrative, Safe and Drug-Free Schools and Communities – National Program – School Climate Transformation Grant-LEA. Consult with OSD on program framework, technical assistance and sustainability strategies (2) Grant evaluation services to include weekly communications, monthly output data collection, quarterly updates of activities completed to-date, a semi-annual report and a final evaluation report.**

3. Employee Supervising the Consultant: **Superintendent or Superintendent designee.**

4. Education, Certification, Licensure Required: **Principal Investigator must have Master's degree and at least 10 years work experience in evaluation.**

5. Required Training: **Previous experiences working with grant funded programs and complying with federal and state data collection processes.**

6. Other Provisions: **Written documentation of services provided will be submitted monthly.**

7. Deliverables:

   (a) Grant Writing: **The Consultant agrees to develop, for OSD submittal, the Project Narrative and the Project Budget Narrative for the Safe and Drug-Free Schools and Communities – National Program – School Climate Transformation Grant-LEA. The grant will be written and submitted to OSD 24-hours prior to the deadline for submission of the grant as established by the U.S. Department of Education. Additionally, Consultant will support OSD on developing program framework, technical assistance during program implementation and sustainability strategies**

   (b) Grant Evaluation: **The Consultant agrees to provide monthly output data collection reports, quarterly output reports, a semi-annual evaluation reports, and a final project evaluation report as follows: OSD Evaluation Work Plan:**

      1. **Weekly communications including the collection of available program data from OSD personnel,**
      2. **Quarterly project output/outcome reports,**
      3. **Focus group/informative interviews with key stakeholders,**
      4. **Monthly meetings with the Project Director and key team members to ensure proper implementation of services,**
      5. **A formative Semi-Annual Evaluation report, and**
      6. **A formative Annual Evaluation report.**

E. To submit proper written verification of time/service provided on a monthly basis. Such verification of time shall be documented on a ***Consultant's and Professional's Statement of Time Worked/Invoice*** form and must be properly signed and submitted to the Administrative Assistant by the 10th day of the subsequent month to assure prompt payment (see II-A below). The Superintendent or Designee must approve any other type of verification, in writing.

F. To hold in strictest confidence all client-identifying information and that in receiving, storing, processing, resisting in judicial proceeding efforts to obtain access to client-identifying information or all other proceedings dealing with client-identifying information of the **OSD** clients the Consultant recognizes that the Consultant is fully bound by the provisions of 42. CFR Part 2 (Federal Regulations dealing with drugs and alcohol abuse records), Article 5547-300, Sec. 57 (Texas Mentally Retarded Persons Act), Article 5561(h) and the **OSD** Policies

and Procedures as applicable.

G. To adhere to the **OSD's BOARD POLICY AND PROCEDURES**.

II. THE OSD AGREES:

A. **Grant Writing and Program Consulting**: OSD agrees to pay the consultant 6.0% (six percent) of the total awarded amount of the grant, including any and all continuation funding amounts. Payment is to be received by the Consultant from OSD 30-days following notice of the grant award and/or notice of continuation funding.

B. **Grant Evaluation**: The District shall pay the Consultant an hourly consulting rate, as set forth on the Consultant's standard hourly rate schedule attached to this Agreement as **Appendix "1"**, for each of the Consultant's employees working on the grants identified in I-D-7, multiplied by the hours worked on the programs by each respective consultant (the "Hourly Consulting Fees"). The District agrees to pay all hours plus expenses for services provided and verified. Such payment shall be paid monthly by the **20th** of the month following the delivery of services only if the proper verification required in I-E above has been submitted

C. To pay no other expenses of the Consultant except those expressly stated below:
1. **Printing,**
2. **Travel (per diem, rental car, airfare) and**
3. **Mileage costs.**

D. To accept invoices from Zajonc Corporation via email. The contact person(s) for acceptance of the emailed invoice is/are:

Name: **Jennie Peraza, Administrative Assistant**
Email Address: **jperaza@oxnardsd.org**

III. CONSULTANT AND THE OSD MUTUALLY AGREE:

A. That this agreement establishes an independent contractual relationship between the parties and the Consultant shall not be considered an employee of **OSD** and shall not be entitled to any rights or benefits of employment.

B. Liability. Except as otherwise provided herein, the Consultant's sole and total liability under this Agreement shall be to rectify errors in the Consultant's work which are proved to be the Consultant's responsibility in a court of law, and the Consultant shall not be liable for any direct, indirect, special, or consequential damages arising from the Consultant's performance of the Services, without limitations of any kind. The District agrees to release and hold the Consultant harmless from and against any and all claims, demands, losses, damages, costs, liabilities, and expenses (including, but not limited to, attorneys' fees and costs of suit) of whatever kind or character, on account of any actual or alleged loss, injury or damage to the District, or to any property, or arising out of or in

connection with this Agreement, unless such claims, demands, etc. arise out of the Consultant's willful misconduct or gross negligence.

C. Grant Writing: No changes to the grant writing fee structure, as established under Section II, subsection A, of this agreement, can be made without written mutually consent, by both parties.

D. Evaluation Work: Evaluation work will be completed by Zajonc Corporation staff who did not help develop the proposal. That an evaluation work schedule will be established and agreed to by both parties. Said schedule may be changed within limits of this contract period as agreed and mutually consented to, by both parties.

E. That this contract shall not be viewed as an exclusive agreement between **OSD** and the Consultant to provide the foregoing services and shall not restrict **OSD** from utilizing other entities.

F. That the Consultant will provide said services in accordance with the policies and procedures of **OSD**.

G. That the Consultant will be subject to the general rules, regulations, policies, procedures, and professional code of behavior which govern the activities of the **OSD** employees when contract services relate to client care and/or clinical services to registered clients of the **OSD**. Otherwise, general rules, regulations, and procedures may be non-applicable.

H. That all services provided under this agreement shall be provided in accordance with all federal rules and regulations, state laws and executive orders as applicable.

I. That the Consultant will allow the Superintendent of the **OSD**, or his/her Designee, to examine and evaluate the service agency's program of service and inspect its records.

J. That **OSD** may cancel the Evaluation Work agreement with 90 day's written notice. In the event this agreement is canceled, the Consultant shall be paid only for such services as have actually been performed and properly verified prior to such cancellation.

K. That the Consultant may cancel the Evaluation Work portion of this agreement with 90 day's written notice.

L. That applicable report of payment for services pursuant to this agreement shall be reported to the Internal Revenue Service as required by law.

M. That this agreement does not alter or change any other existing contract between OSD and the Consultant.

N. That the terms of this agreement shall commence on June 1, 2019 and remain in effect until October 31, 2025.

ENTERED INTO THIS THE _____ DAY OF _____, 2019.

Zajonc Corporation	Date
Oxnard School District Representative Lisa Franz, Director, Purchasing	Date

APPENDIX "1"

HOURLY BILLING RATE BY LABOR CATEGORY

Labor Category:	Hourly Rate:
Principal Investigator	$95.00
Lead Evaluator	$85.00

ZAJOCOR-01 KDREIER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2019

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
Dexter & Company of Central Texas, Inc.
4030 Highway 6 S. Ste. 310
College Station, TX 77845

CONTACT NAME: Karla Dreier-Gligoor
PHONE (A/C, No, Ext): (979) 764-8444 FAX (A/C, No): (979) 694-7603
E-MAIL ADDRESS: kdreier@dextercompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West American Insurance Company	44393
INSURER B : Trumbull Insurance Company	27120
INSURER C : United States Liability Insurance Group	25895
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Zajonc Corporation
PO Box 10751
College Station, TX 77842

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						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			BZW57377261	10/7/2018	10/7/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO			BZW57377261	10/7/2018	10/7/2019	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A		61WBCAC4997	9/4/2018	9/4/2019	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Errors and Omissions			SP1015345K	5/1/2019	5/1/2020	Per Occurrence	1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca **Date of Meeting:** August 21, 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 and resignations.

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 (2 Pages)

August 21, 2019

CLASSIFIED PERSONNEL ACTIONS

New Hire

Alvarez, Lillie A	Paraeducator III, Position #8648 Special Education 5.75 hrs./183 days	08/19/2019
Valencia, Susie	Employee Benefits Specialist, Position #97 Risk Management 8.0 hrs./246 days	07/22/2019

Resignation

Lopez, Israel	Paraeducator III, Position #2682 Special Education 5.75 hrs./183 days	08/01/2019
Ludy, Lamar	Paraeducator III, Position #977 Special Education 5.75 hrs./183 days	08/01/2019
Smith, Kayla D	Paraeducator III, Position #6732 Special Education 5.75 hrs./183 days	07/31/2019

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

Alvarez, Lyndsi	Teacher, ELA	August 19, 2019
Amstutz, Kristina	Teacher	August 19, 2019
Boden, Katrina	Teacher. BCLAD	August 19, 2019
Gandara, Martin	Teacher, BCLAD	August 19, 2019
Hammel, Joy	Teacher, SPED	August 19, 2019
Kessler, Joann	Teacher, SPED	August 19, 2019
Ludy, Lamar	Teacher, SPED	August 19, 2019
Mullan, Carolyn	Teacher	August 19, 2019
Rabusin, Katrina	Teacher, SPED	August 19, 2019
Sanchez, Wendy	Teacher. BCLAD	August 19, 2019
Smith, Kayla	Teacher. BCLAD	August 19, 2019
Tiffany, June	Teacher	August 19, 2019
Torres, Fenella	Psychologist	August 9, 2019
Fernandez, Alexis	Substitute Teacher	2019/2020 School Year
Valadez, Sergio	Substitute Teacher	2019/2020 School Year

Resignations

Martindale, Stacy	Teacher	June 14, 2019
Matibag, Joanne	Teacher, Music	June 14, 2019

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

Abolish

a five hour 183 day Paraeducator I position number 7263 to be abolished at Soria school. This position will be abolished due to the lack of work.

Increase

a six hour 203 day Office Assistant II position number 1983 to be increased to seven hours at Marshall school. This position will be increased due to increased enrollment.

FISCAL IMPACT:

Savings for Paraeducator I- $24,492 Site funds
Cost for Office Assistant II - $5,763 General

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Approval of Contractor Contingency Allocation No. 006 to the Elm Elementary School Reconstruction Project's Contractor Contingency for a decrease 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 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.

Contractor Contingency Allocation (CCA) No. 006 provides for the Board's approval of Eight (8) items of cost totaling $122,662.00, and one (1) item of credit totaling ($131,342.00), as agreed to in writing by the Contractor and District to be drawn from, and added to, the Contractor Contingency line item of the contract. The amount of funds returned to the Contractor Contingency line item as a result of CCA No. 006 is $8,680.00. CCA No. 006 will not increase Contract Time.

To date, $660,818 of Contractor Contingency funds (including CCA No. 006) will have been utilized. The remaining Contractor Contingency sum upon approval of CCA No. 006 shall be $18,023.00.

FISCAL IMPACT:

Contractor Contingency Allocation No. 006 will be a CREDIT to the Contractor Contingency Allocation line item of the GMP Construction Services Agreement in the amount of Eight Thousand Six Hundred Eighty Dollars and Zero Cents ($8,680.00) and is to be credited to Contractor Contingency that is included within the approved total of the Construction Services Agreement for the Elm Elementary School Reconstruction Project. The Remaining Contractor Contingency Balance after approval of CCA No. 006 will be Eighteen Thousand Twenty-Three Dollars and Zero Cents ($18,023.00). Approval of Contractor Contingency Allocation No. 006 will be credited to the approved Contractor Contingency funds of the GMP, no additional funds are

needed from the Master Construct and Implementation Program at this time.

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. 006 to Construction Services Agreement #16-199 with Bernards, for additional items of work, and an additional item of credit, related to the Elm Elementary School Reconstruction Project.

ADDITIONAL MATERIALS:

Attached:
- **Contractor Contingency Allocation No. 006 (2 Pages)**
- **CAR 258R1 - Relocate Condensing Units (22 Pages)**
- **CAR 637R1 - Addnl Wiring at MPR Furred Walls (13 Pages)**
- **CAR 638R1 - Rework for Overhead VAVs (15 Pages)**
- **CAR 661R1 - Reroute Domestic Water Lines (13 Pages)**
- **CAR 662R2 - Relocate Backflow Preventer (14 Pages)**
- **CAR 667R1 - Add SD Catch Basin Bet Classrm & MPR (8 Pages)**
- **CAR 669R1 - Adjust Drain Elevs & Add Drains at Courtyard Planter (17 Pages)**
- **CAR 671R1 - Connect Lift Station to City Sewer at Montrose (6 Pages)**
- **CAR 674R1 - Added Hardware for Gates (13 Pages)**
- **AAR 1001 - Allowance Transfer to Contingency (1 Page)**
- **Construction Services Agreement #16-199 - Bernards (108 Pages)**

CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: August 21, 2019 **CONTRACTOR CONTINGENCY ALLOCATION NO. 006**

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	**$**	**678,841.00**
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	**$**	**(669,498.00)**
ADJUSTED CONTINGENCY SUM	**$**	**9,343.00**
NET CHANGE	**$**	**8,680.00**
Total Contingency Allocations to Date:	**$**	**(660,818.00)**
**ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 006……..... **	**$**	**18,023.00**

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. 258R1 – Relocate Condensing Units		**$37,644.00**		
2.	CAR No. 637R1- Additional Wiring at MPR Furred Walls		**$1,003.00**		
3.	CAR No. 638R1- Rework for Overhead VAVs		**$1,540.00**		
4.	CAR No. 661R1- Rework Domesti Water Lines		**$6,275.00**		
5.	CAR No. 662R2- Relocate Backflow Preventer		**$9,617.00**		
6.	CAR No. 667R1 – Add SD Catch Basin Between Classroom and MPR		**$5,545.00**		
7.	CAR No. 669R1- Adjust Drain Elevs & Add Drains at Courtyard Planter		**$4,084.00**		
8.	CAR No. 671R1- Connect Lift Station to City Sewer at Montrose		**$55,193.00**		
9.	CAR No. 674R1 - Added Hardware for Gates		**$1,761.00**		
10	AAR No. 1001 – Allowance Transfer to Contingency		**($131,342.00)**		
11					
12					
	TOTAL	**$**	**($8,680.00)**		

Total Contractor Contingency Allocation Approval No. 006 ……($8,680.00)

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 & FISCAL SERVICES:

APPROVAL (REQUIRED):

PURCHASING DIRECTOR:_____ **DATE:**_____

CONTINGENCY ALLOCATION REQUEST

CAR No. 258 R1

Project: Elm Elementary School Reconstruction Project

Date: 2/21/2019

DESCRIPTION OF WORK

Bulletin 20

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-37,644
	Subtotal:	-37,644

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to relocate the VRF Condensing Units. Reason: VRF Condensing Units locations were changed because units would block Classroom Windows. The refrigerant piping had already been installed and needed to be removed and reinstalled. This is additional work/rework that is not included in the original scope. Requested By: SVA Architects Ref: Bulletin 20	Sheldon Mechanical Corp	37,644
	Subtotal:	37,644

Total Change Order Request Amount: **0**

ACKNOWLEDGEMENT

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

SHELDON MECHANICAL CORPORATION

February 20, 2019

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Kyle Ramin

Subject: Elm Street Elementary School
SMC COR #13 Bulletin #20 Relocate VRF Condensing Units at Classroom Building

Dear Kyle,

Attached is our itemized cost for the additional work encompassing the changes issues under Bulletin #20. Below we have provided a narrative of each task that was involved with relocating the VRF Condensing Units (CU-1 thru 4) at the Classroom Building. As mentioned below, the refrigerant piping located in the walls and indoors as well as the conduit and wire from the VRF Condensing Unit to the appropriate Branch Selector Box were installed per the Contract Drawings prior to receiving Bulletin #20.

At the end of this attachment we have provided a highlighted set of Redlined Contract Drawings and Redlined Bulletin #20 Drawings.

Vacuum Nitrogen for Refrigerant Piping in Walls prior to Demo CU-1 thru 3
Vacuum Nitrogen for Indoor Refrigerant Piping in Walls prior to Demo CU-1 thru 3
The piping was under pressure to pass inspection. Once Bulletin #20 was issued we had to put the pipe under vacuum to remove the nitrogen that was under 600 psi prior to removing the pipe. This doesn't include CU-4 as piping remained in the same location.

Demo Indoor Refrigerant Piping CU-1 thru 3
Demo Refrigerant Piping in Walls CU-1 thru 3
Demo Conduit/Wire in Walls CU-1 thru 3
Demo Pipe Flashings CU-1 thru 3
The pipe flashings, indoor piping and piping in the walls as well as the conduit and wiring for CU-1 thru 3 to each applicable Branch Selector Box changed with relocating the VRF Condensing Units per Bulletin #20. This doesn't include CU-4 as piping remained in same location aside from additional footage of outdoor piping.

SHELDON MECHANICAL CORPORATION
26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 – C20. C38

Install Outdoor Refrigerant Piping
Install 15 Pipe Supports
There is an additional 132' of outdoor piping resulting in an additional (15) Pipe Supports (see DFI Invoice) resulting in CU-1 thru 4 revised locations. This also affects our Insulator who has additional costs to insulate and jacket the outdoor piping.

Re-Install Indoor Refrigerant Piping
Re-Install Refrigerant Piping in Walls
Re-Pressure Test Refrigerant Piping in Walls
Re-Install Conduit in Walls
Re-Pressure Test Indoor Refrigerant Piping
Re-Insulate Refrigerant Piping in Walls
After the piping was taken down and the conduit was removed from the wall, we rerouted the indoor piping for CU-1 thru 3 and re-installed the conduit as well. Once we passed rough-in inspection we then had to re-pressure test the indoor piping with nitrogen to 600 psi and re-insulate the piping in the walls.

Re-Install Pipe Flashings CU-1 thru 3
The pipe flashings were reused and installed in the new locations.

Re-Layout VRF CU Pads
The concrete pads for CU-1 thru 4 were previously laid out per the Contract Drawings. We laid out the revised pad locations per Bulletin #20.

Cost for SMC COR #13 is $37,644.00

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 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 – C20. C38

SHELDON MECHANICAL CORPORATION

Project			Date	
Elm Street Elementary SMC COR #13			2/13/2019	
Description	**Ref. Amount**	**Op**	**Rate**	**Amount**
MATERIAL:				
DFI Invoice				$ 738.00
SUBTOTAL				**$ 738.00**
MAJOR QUOTATIONS:				
EQUIPMENT:				
Windustrial Refrigerant Piping				$ 988.00
SUBTOTAL				**$ 988.00**
SALES TAX:				
Material Total	$ 738.00	%	9.50%	$ 70.11
Major Quotations Total	$ 988.00	%	7.75%	$ 76.57
SUBTOTAL				**$ 146.68**
FIELD LABOR:				
Vacuum Nitrogen for Refrigerant Piping in Walls prior to Demo CU-1 thru 3 - Contract Locations				
Foreman	1.5	*	$ 118.70	$ 178.05
Journeyman	1.5	*	$ 97.98	$ 146.97
Vacuum Nitrogen for Indoor Refrigerant Piping in Walls prior to Demo CU-1 thru 3 - Contract Locations				
Foreman	4.5	*	$ 118.70	$ 534.15
Journeyman	4.5	*	$ 97.98	$ 440.91
Demo Indoor Refrigerant Piping CU-1 thru 3 - Contract Locations				
Foreman	10	*	$ 118.70	$ 1,187.00
Journeyman	10	*	$ 97.98	$ 979.80
Demo Refrigerant Piping in Walls CU-1 thru 3- Contract Locations				
Foreman	2	*	$ 118.70	$ 237.40
Journeyman	2	*	$ 97.98	$ 195.96
Demo Conduit/Wire in Walls CU-1 thru 3 - Contract Locations				
Foreman	2	*	$ 118.70	$ 237.40
Journeyman	2	*	$ 97.98	$ 195.96
Demo Pipe Flashings CU-1 thru 3 - Contract Locations				
Foreman	1	*	$ 118.70	$ 118.70
Journeyman	1	*	$ 97.98	$ 97.98

Install Outdoor Refrigerant Piping - Bulletin #20					
Foreman	21	*	$ 118.70	$	2,492.70
Journeyman	21	*	$ 97.98	$	2,057.58
Re-Install Indoor Refrigerant Piping - Bulletin #20					
Foreman	33	*	$ 118.70	$	3,917.10
Journeyman	33	*	$ 97.98	$	3,233.34
Re-Install Refrigerant Piping in Walls CU-1 thru 3 - Bulletin #20					
Foreman	4	*	$ 118.70	$	474.80
Journeyman	4	*	$ 97.98	$	391.92
Re-Pressure Test Refrigerant Piping in Walls CU-1 thru 3 - Bulletin #20					
Foreman	4	*	$ 118.70	$	474.80
Journeyman	4	*	$ 97.98	$	391.92
Re-Insulate Refrigerant Piping in Walls CU-1 thru 3 - Bulletin #20					
Foreman	2	*	$ 118.70	$	237.40
Journeyman	2	*	$ 97.98	$	195.96
Re-Install Conduit in Walls - Bulletin #20					
Foreman	2	*	$ 118.70	$	237.40
Journeyman	2	*	$ 97.98	$	195.96
Re-Pressure Test Indoor Refrigerant Piping CU-1 thru 3 - Bulletin #20					
Foreman	7.5	*	$ 118.70	$	890.25
Journeyman	7.5	*	$ 97.98	$	734.85
Re-Install Pipe Flashings CU-1 thru 3 - Bulletin #20					
Foreman	2	*	$ 118.70	$	237.40
Journeyman	2	*	$ 97.98	$	195.96
Install 15 Pipe Supports					
Foreman	15	*	$ 118.70	$	1,780.50
Journeyman	15	*	$ 97.98	$	1,469.70
Re-Layout VRF CU Pads					
Foreman	4	*	$ 118.70	$	474.80
SUBTOTAL				$	**24,634.62**
SPECIALIZED LABOR:					
SUBTOTAL				$	-
DIRECT JOB EXPENSES:					
Supervision	8	*	$ 118.70	$	949.60
Cleanup	6	*	$ 97.98	$	587.88
Freight	4	*	$ 75.00	$	300.00
Material Handling	8	*	$ 97.98	$	783.84
SUBTOTAL				$	**2,621.32**
SUBCONTRACTS:					
INSULATION:					
Zolnay				$	3,605.00
SUBTOTAL				$	**3,605.00**

JOB SUBTOTAL				**$ 32,733.62**
OVERHEAD MARKUP				
Flat Rate Markup	$ 32,733.62	*	15.00%	$ 4,910.04
Material	$ 738.00			$ 738.00
Major Quotations	$ 988.00			$ 988.00
Sales Tax	$ 146.68			$ 146.68
Dierct Field Labor	$ 24,634.62			$ 24,634.62
Specialized labor	$ -			$ -
Direct job Expences	$ 2,621.32			$ 2,621.32
Sub Contracts	$ 3,605.00			$ 3,605.00
JOB TOTAL				**$ 37,643.66**
BOND		*	1.00%	$ -
BID TOTAL				**$ 37,643.66**

DUCT FABRICATORS
DFI
INCORPORATED

P.O. Box 803338, Santa Clarita, CA 91380
Tel: 661-705-8780 Fax: 661-705-8790

INVOICE

February 13, 2019

FOR: Elm Street Elementary

BILL TO: Mr. Dillon Boute'
Sheldon Mechanical Corp
26015 Avenue Hall
Santa Clarita, CA 91355
661-286-1361

DESCRIPTION	AMOUNT
Please reference your sheets tagged: Bulletin #20	$ 738.00
All material constructed per your details and specifications	
(15) Bline B280 Post Bases for Pipe Supports	
(20') Solid Unistrut for Pipe Supports	
(30) KB TZ Anchors for Pipe Supports	
SUBTOTAL	$ 738.00
TAX RATE	9.50%
SALES TAX	70.11
OTHER	-
TOTAL	$ 808.11

Make all checks payable to Duct Fabricators Incorporated.
THANK YOU FOR YOUR BUSINESS!

ORANGE COUNTY
Windustrial™
COMPANY

1335 S ALLEC ST
ANAHEIM, CA 92805-6304

PHONE (714) 532-1900
FAX (714) 532-1945

Job Name
ELM STREET BULLETIN

Quote No.	Date	Page
0021145	2/18/19	1
Expiration Date		3/20/19
Revised Date		2/18/19
Bid Due Date		2/18/19

Quoted To Customer

SHELDON MECHANICAL
MAIN ACCOUNT
26015 AVENUE HALL
VALENCIA, CA 91355-1241

Phone (661) 286-1361
Fax (661) 287-9083

Quoted By

Matthew Van Denburg
MAVAN@WINDUSTRIAL.COM
(714) 532-1900

Customer	Payment Terms	Quoted To	Salesperson	FOB
013593	NET 30 DAYS	Matthew Van Denburg	SHAUN SCHUTTE	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	20	7/8OD X 20 L ACR/MED COP TUBE	2.1210	FT	42.42
2.0	80	11/8OD X 20 L ACR/MED COP TUBE	2.9820	FT	238.56
3.0	60	13/8OD X 20 L ACR/MED COP TUBE	3.9900	FT	239.40
4.0	2	607LT 3/4 CXC LR 90 ELL 7/8 OD	3.1734	EA	6.35
5.0	7	607LT 1 CXC LR 90 ELL 1-1/8 OD	5.1048	EA	35.73
6.0	10	607LT 1-1/4 CXC LR 90 ELL 1-3/8 OD	8.2728	EA	82.73
7.0	4	600 1 CXC CPLG W/STOP 1-1/8 OD	1.6434	EA	6.57
8.0	4	600 1-1/4 CPLG W/STOP 1-3/8 OD	2.8206	EA	11.28
9.0	15	1-1/8ODX1 KLO-SHURE CLAMP	10.7100	EA	160.65
10.0	15	1-3/8ODX1 KLO-SHURE CLAMP	10.9650	EA	164.48

Tax Area Id		
050590090	Net Sales	988.17
	Freight	.00
	Tax	93.88
	Quotation Total	1,082.05

Zolnay Insulation, Inc.

18340 Yorba Linda Boulevard, Ste #107
Yorba Linda, CA 92886
License # 881565
Phone: 714-534-2340
Fax: 714-534-2399

February 19, 2019

SMC

Attn: Dillon

Subject: Elm Street Bulletin #20

We propose to Insulate Outdoor Refrigerant Lines Per Bulletin 20:

Scope:

• Material:	$1,164.21
• Labor: 20.80 hours @ $85.00	$1,768.00
• Truck Trip $9.75 an Hour	$202.80
• Overhead and Profit @ 15%	$470.25
• Total:	$3,605.26

Thank You,

Michael Zolnay
Zolnay Insulation, Inc.

Job Name: Bulletin #20

Bid Date:

Job Address:

City:

Work Description	Size	Quan.	Per Day	Man Days	Material	Total
1" Rubber Pipe Cover.	7/8 x 1	9	60	.15	6.86	61.74
with .016 Alum Jkt.	1 1/8 x 1	78	60	1.30	7.19	560.82
	1 3/8 x 1	69	60	1.15	7.85	541.65
						1164.21
				2.60	MD.	
				20.80	Hours	

Exclusions

ARCHITECTS

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 # 20 Narrative

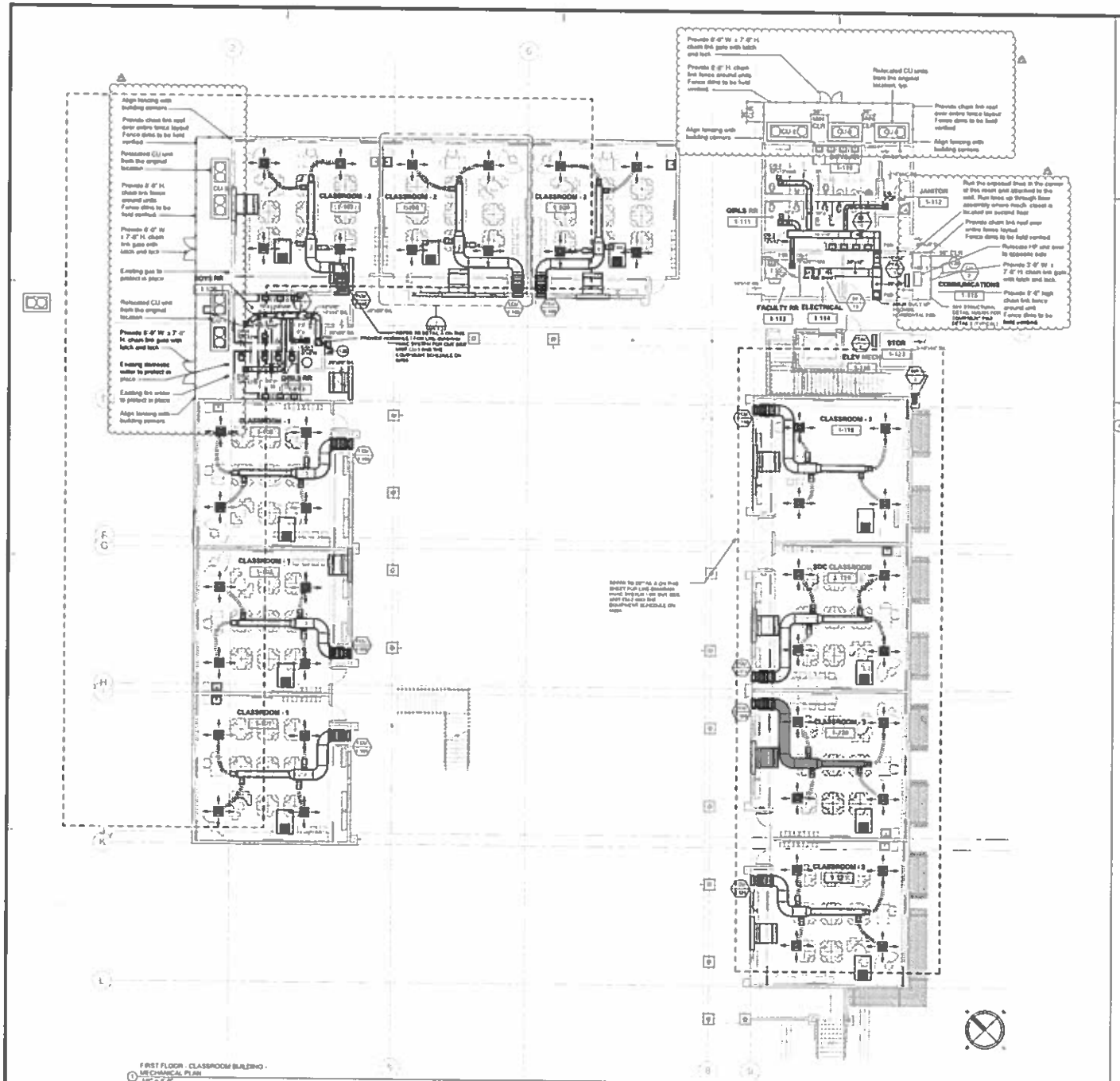
Revision: 01/05/2018

Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. It is ***not*** *an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin.* ***Do not proceed*** *with any items described in this Bulletin without written authorization from the Owner.*

Changes to Drawings and/or Specifications:
Revisions to Architecture sheets:
A1-11.1: Room 1-115, run exposed lines in corner of room and attach to the wall.
A1-11.2: Added chase to classroom 1-206. For room 1-211, run all line sets from communication room (1-115) below into mechanical closet on second floor. (1-211)
A-61.2: Wall types for reference.
M1-1.1: Revised locations of the condensate units and heat pump to be closer to the interior chase walls.
M1-2.0: Shown location of routed lines in mechanical closet in room 1-211.

Drawings
Sheet A1-11.1
Sheet A1-11.2
Sheet A-61.2
Sheet M1-1.1
Sheet M1-2.0

Distribution:
District
Contractor
IOR

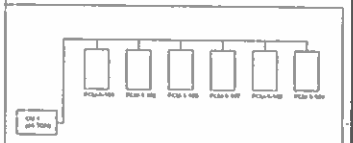


FIRST FLOOR - CLASSROOM BUILDING - MECHANICAL PLAN
1/8" = 1'-0"

KEYNOTES⬡:

MAR.
K

1 (2) 12"x12" DUCT UP THRU 10"DIAM FLASH TO 1 SEE DETAIL ON SHEET M-601
1 (3) 8"x8" PAD FOR MECH. UNIT, SEE ELEVATION



1. PAD SUPPORTING MECH TYPICAL SYSTEM FOR FIRST AND SECOND LEVEL CLASSROOMS ON THE WEST LEVEL
ALSO, SEE FOLLOWING AND SIMILAR DESCRIPTIONS
2. 6 TON TYP 2 SUPERIOR CONDITIONING UNIT SERVING RTU-1,2,3,4,5,6,7,8,9,10,11,12 FOR CORE UNITS IN EAST CLASSROOMS ON 1ST LEVEL
3. 4 TON TYP 3 SUPERIOR CONDITIONING UNIT SERVING RTU-13,14,15,16,17,18,19,20,21,22,23,24 FOR CORE UNITS IN WEST AND PART IN 6TH CLASSROOMS ON THE 2ND LEVEL
4. 5 TON TYP 4 SUPERIOR CONDITIONING UNIT SERVING RTU-25,26,27,28,29,30,31,32,33,34,35,36 FOR DEN, AND 12 IN 4TH AND LAST CLASSROOMS ON THE 2ND LEVEL

TYPICAL ROOF SYSTEM SIMPLE LINE DIAGRAM

DESCRIPTION

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

[illegible] EAST ELM STREET, OXNARD, CALIFORNIA

ROSHMAN & ASSOCIATES, INC.
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
[illegible]

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
App 03-116407
AC_____ FLS_____ BS_____
DATE _____

REVISIONS:

	DESCRIPTION	DATE
1	ADDENDUM 2B	01/06/15
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DATE ISSUED: 12/24/2014
PROJECT NO: 1340139
SCALE: 1/8" = 1'-0"
SHEET NUMBER: M1-1.1
SHEET TITLE:

CLASSROOM BLDG - FIRST FLOOR - MECHANICAL PLAN

SVA ARCHITECTS
[illegible]

KEYNOTES

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN

SHEET NUMBER: M1-2.0

SVA ARCHITECTS

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

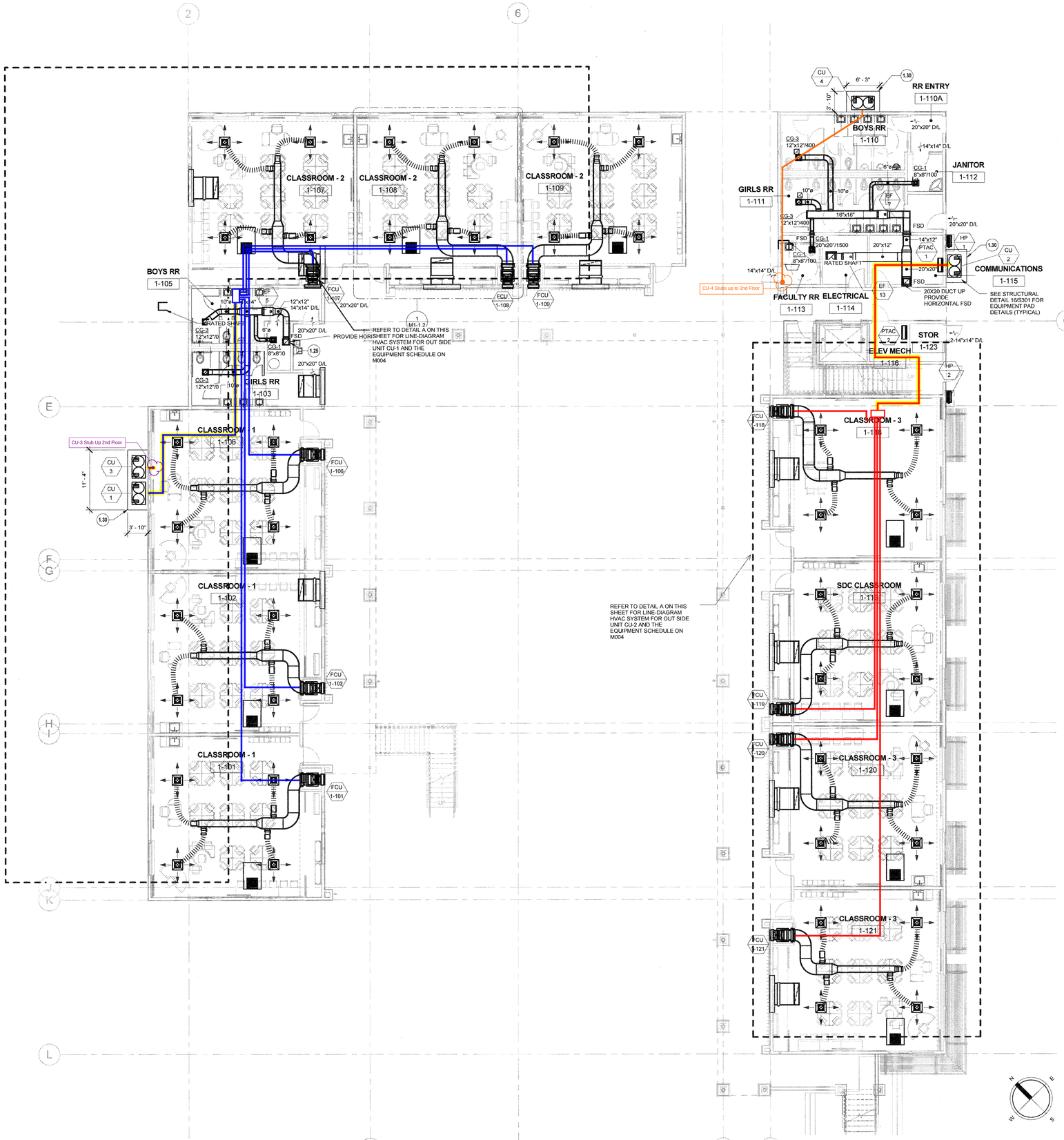
CLIENT ADDRESS: 460 EAST ELM STREET, OXNARD, CALIFORNIA

CLASSROOM BLDG - FIRST FLOOR - MECHANICAL PLAN

SHEET NUMBER: M1-1.1

ARCHITECTS

SECOND FLOOR CLASSROOM MECHANICAL PLAN
KEYNOTES
OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL
CLIENT ADDRESS: 460 EAST ELM STREET, OXNARD, CALIFORNIA
SVA ARCHITECTS
CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN
M1-1.3



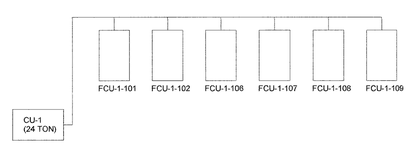
1 FIRST FLOOR - CLASSROOM BUILDING - MECHANICAL PLAN
1/8" = 1'-0"

KEYNOTES ⊙:

MAR K

1.25 12"X12" DUCT UP THRU SECOND FLOOR TO F. SEE DETAIL #16 ON SHEET S-301.

1.30 6" DEEP PAD FOR MECHANICAL EQUIPMENT



1. THIS DIAGERAM INDICATES A TYPICAL SYSTEM FOR WEST AND NORTH CALSSROOMS ON THE 1ST LEVEL.

ALSO , THE FOLLOWING ARE SIMILAR GROUPINGS:

2. A 16 TON CU-2 OUTDOOR CONDENSING UNIT SERVING FCU-1-118, 119, 120, 121 FAN COIL UNITS IN EAST CLASSROOMS ON 1ST LEVEL.
3. A 24 TON CU-3 OUTDOOR CONDENSING UNIT SERVING FCU-1-201, 202, 206, 207, 208, 209 FAN COIL UNITS IN WEST AND PART NORTH CLASSROOMS ON THE 2ND LEVEL.
4. A 22 TON CU-4 OUTDOOR CONDENSING UNIT SERVING FCU-1-210, 211, 213, 214, 215, 216 FAN COIL UNITS IN NORTH AND EAST CLASSROOMS ON THE 2ND LEVEL.

A TYPICAL HVAC SYSTEM - SAMPLE LINE DIAGRAM

DESCRIPTION

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

ROSHANIAN & ASSOCIATES, INC.
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
6404 WILSHIRE BLVD, SUITE #610 LOS ANGELES, CA 90048
TEL: (323) 933-5252 FAX: (323) 933-5889

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A# 03-116407

AC N FLS SPH SS
DATE AUG 01 2016

REVISIONS:

	DESCRIPTION	DATE
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DATE ISSUED: 10/24/2014
PROJECT NO: 1340159
SCALE: 1/8" = 1'-0"

SHEET NUMBER: M1-1.1

SHEET TITLE:

CLASSROOM BLDG - FIRST FLOOR - MECHANICAL PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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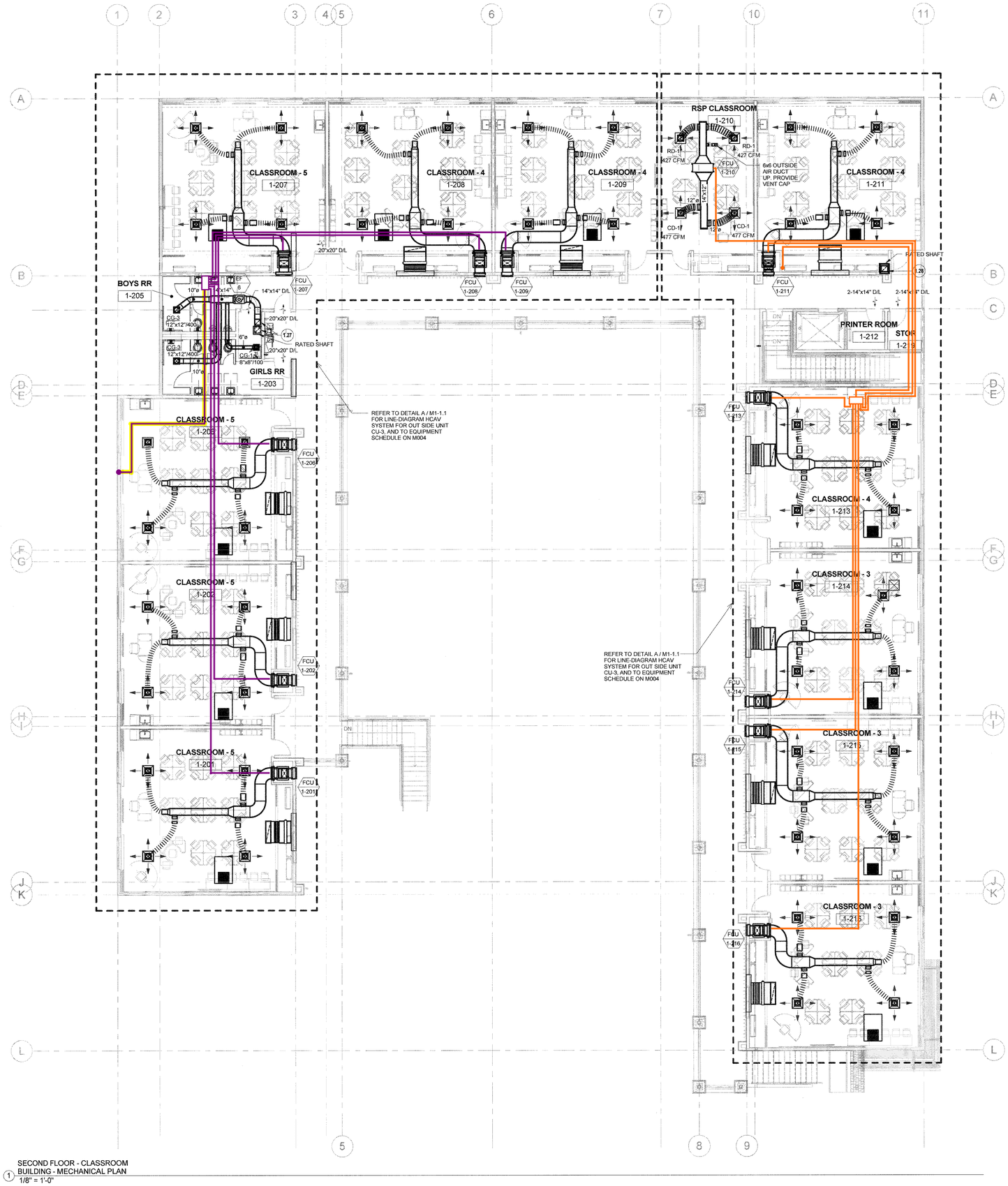

SECOND FLOOR - CLASSROOM BUILDING - MECHANICAL PLAN
1/8" = 1'-0"

KEYNOTES ⊙ :

MAR K

1.27	12"X12" DUCT UP THRU ROOF
1.28	12"X14" DUCT UP THRU ROOF
4.11	3/4" CW DOWN TO L-2 (TYP.)
4.12	3/4" CW & HW DOWN TO SS-1
4.17	2" CW LINE UP TO RESTROOM GROUP ABOVE
4.18	3/4" HW LINE UP TO SS-1 ABOVE
4.20	1-1/2" CW DOWN TO WC-1 (TYP.)
4.21	1-1/2" CW DOWN TO WC-2
4.40	3/4" CW DOWN TO DRINKING FOUNTAINS
4.50	1" CW DOWN AND 1" HW UP FROM WATER HEATER
4.80	PROVIDE CW BALL VALVE IN CEILING WITH ACCESS HATCH
4.70	RESTROOM GROUP #1

DESCRIPTION

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

ROSHANIAN & ASSOCIATES, INC.
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
6404 WILSHIRE BLVD, SUITE #610 LOS ANGELES, CA 90048
TEL: (323) 933-5252 FAX: (323) 933-5599

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OFFICE OF REGULATION SERVICES

A# 03-116407

AC ____ FLS STEH SS ____

DATE AUG 01 2016

REVISIONS:

	DESCRIPTION	DATE

DATE ISSUED: 10/24/2014

PROJECT NO: 1340159

SCALE: 1/8" = 1'-0"

SHEET NUMBER: M1-1.3

SHEET TITLE:

CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN

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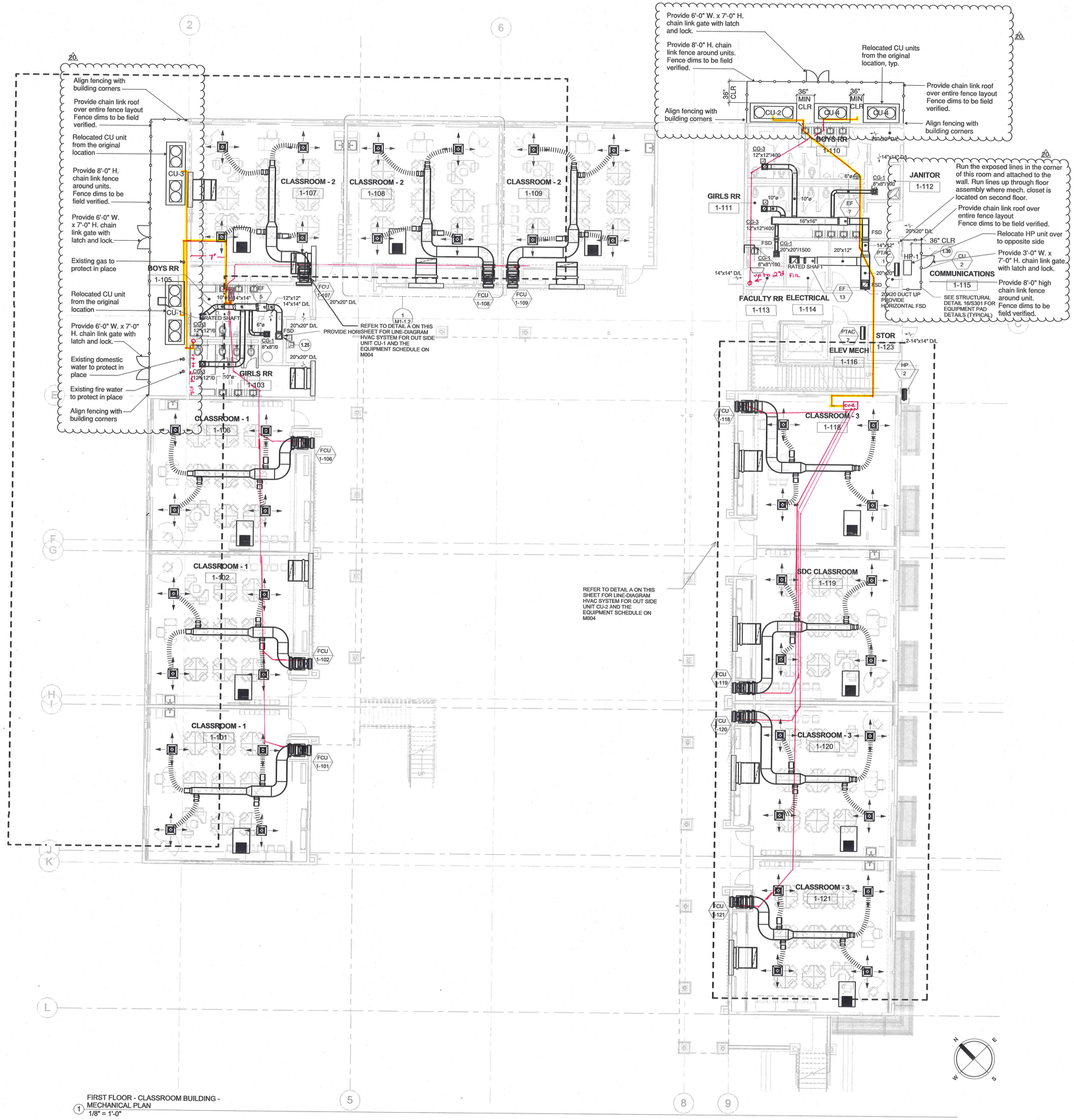


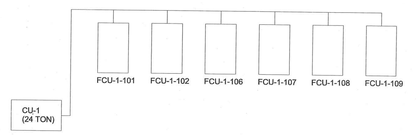
1 FIRST FLOOR - CLASSROOM BUILDING - MECHANICAL PLAN
1/8" = 1'-0"

KEYNOTES ⊙:

MAR K

1.25 12"X12" DUCT UP THRU SECOND FLOOR TO R- SEE DETAIL #16 ON SHEET S-301.

1.30 6" DEEP PAD FOR MECHANICAL EQUIPMENT



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A TYPICAL HVAC SYSTEM - SAMPLE LINE DIAGRAM

DESCRIPTION

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SUNDBY No. C-17077 EXP. JAN. 31, 2017 STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER HOOSHANG MOZAFFARI No. 22289 EXP. 12-31-17 MECHANICAL STATE OF CALIFORNIA

ROSHANIAN & ASSOCIATES, INC.
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
6404 WILSHIRE BLVD, SUITE 8010 LOS ANGELES, CA 90048
TEL: (323) 933-5252 FAX: (323) 933-5589

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A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
20	BULLETIN 20	01/05/18

DATE ISSUED: 10/24/2014

PROJECT NO: 1340159

SCALE: 1/8" = 1'-0"

SHEET NUMBER: M1-1.1

SHEET TITLE:

CLASSROOM BLDG - FIRST FLOOR - MECHANICAL PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
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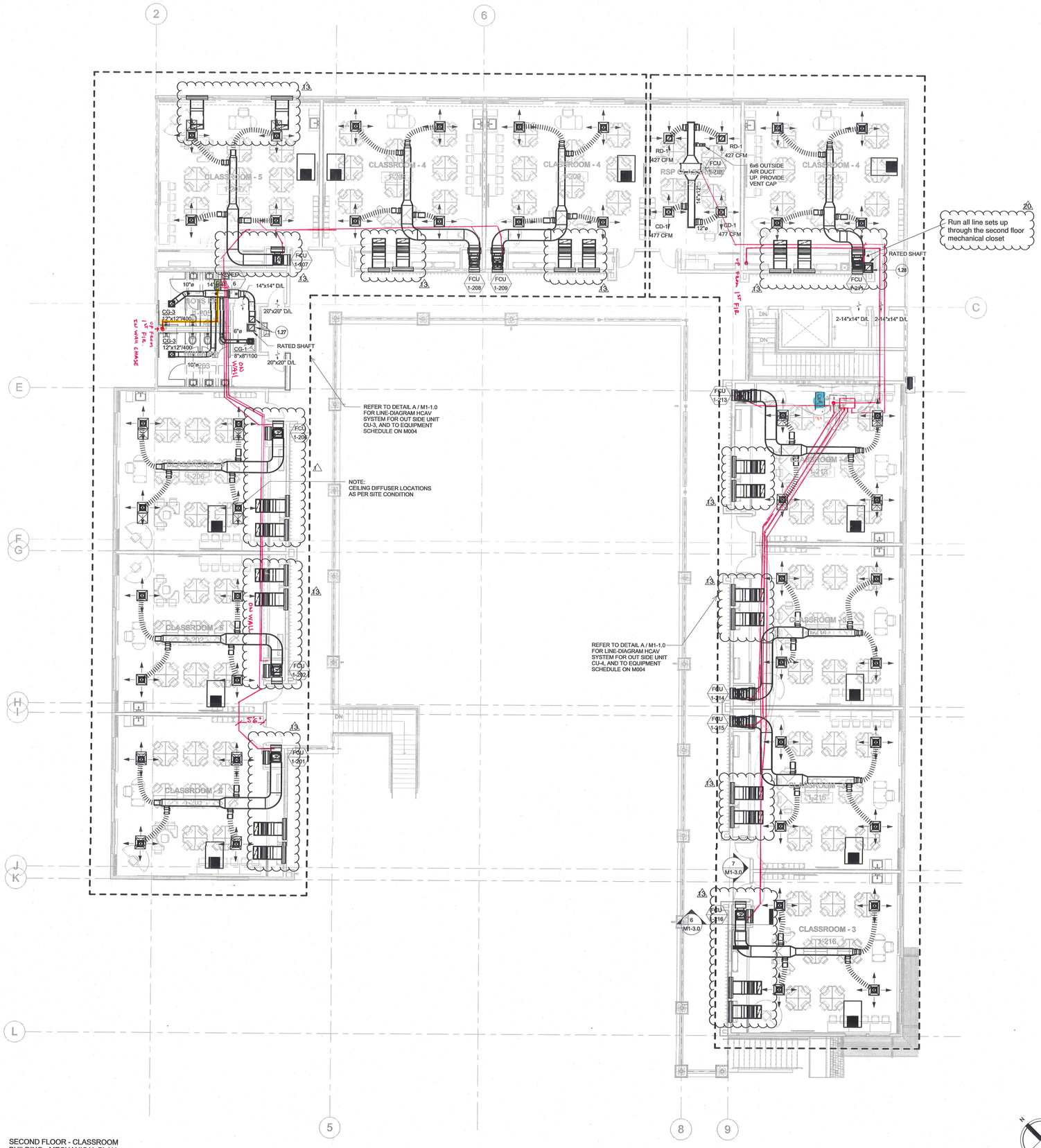

SECOND FLOOR - CLASSROOM BUILDING - MECHANICAL PLAN
1/8" = 1'-0"

KEYNOTES ⊙:

MARK	DESCRIPTION
1.27	12"X12" DUCT UP THRU ROOF
1.28	12"X14" DUCT UP THRU ROOF
4.11	3/4" CW DOWN TO L-2 (TYP.)
4.12	3/4" CW & HW DOWN TO SS-1
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4.18	3/4" HW LINE UP TO SS-1 ABOVE
4.20	1-1/2" CW DOWN TO WC-1 (TYP.)
4.21	1-1/2" CW DOWN TO WC-2
4.40	3/4" CW DOWN TO DRINKING FOUNTAINS
4.50	1" CW DOWN AND 1" HW UP FROM WATER HEATER
4.60	PROVIDE CW BALL VALVE IN CEILING WITH ACCESS HATCH
4.70	RESTROOM GROUP #1

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
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TEL: (323) 933-5252 FAX: (323) 933-5589

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AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
13.	BULLETIN 13	10/26/17
20.	BULLETIN 20	01/05/18

DATE ISSUED: 10/24/2014

PROJECT NO: 1340159

SCALE: 1/8" = 1'-0"

SHEET NUMBER: M1-2.0

SHEET TITLE:

CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
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HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp. **Trade:** HVAC (Sheet Metal)
Effective Date: **Classification:** Journeyman
Project:
Rate Effective Throu June 30, 2019 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
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			
Total Hourly Labor Cost Rate + G.L. Insurance	**$ 97.98**	**$ 127.05**	**$ 156.13**

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp. **Trade:** HVAC (Sheet Metal)
Effective Date: **Classification:** Foreman
Project:
Rate Effective Through: June 30, 2019 **Union :** **Non Union:**

		Straight Time	Time & 1/2	Double Time
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			
	Total Hourly Labor Cost Rate + G.L. Insurance	**$ 118.70**	**$ 151.85**	**$ 185.00**

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp. **Trade:** HVAC (Sheet Metal)
Effective Date: **Classification:** Foreman/Detailer
Project:
Rate Effective Through: June 30, 2019 **Union :** [ ] **Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
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	$ -	$ -	$ -
	Computer/Electronic Expense	$ 1.02	$ 1.02	$ 1.02
	Subsistence	$ -	$ -	$ -
	Zone	$ -	$ -	$ -
	State Mandated Breaks	$ 3.89	$ 5.21	$ 6.54
	Hourly Other Subtotal	**$ 6.80**	**$ 9.07**	**$ 11.35**
	Total Hourly Labor Cost Rate (A+B+C+D)	**$ 97.18**	**$ 130.33**	**$ 163.48**
	General Liability Insurance	**$ 0.17**	**$ 0.22**	**$ 0.28**
	Total Hourly Labor Cost Rate + G.L. Insurance	**$ 97.35**	**$ 130.55**	**$ 163.76**

CONTINGENCY ALLOCATION REQUEST

CAR No. 637 R1

Project: Elm Elementary School Reconstruction Project

Date: 3/22/2019

DESCRIPTION OF WORK

Rework For Added Furred Walls In MPR

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-1,003
	Subtotal:	-1,003

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to reinstall electrical after MPR and Presentation walls were furred out. Reason: Electrical had already been installed per original drawings. Furred walls were required because of structural limitations becasue these walls are shear walls. This is rework not included in the original scope. Requested By: SEOR Ref: RFI 511	Taft Electric Co	1,003
	Subtotal:	1,003

Total Change Order Request Amount: **0**

ACKNOWLEDGEMENT

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

PCO #057

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 #057: Layout and Rough-in at Furred Walls in MPR

TO:	Bernards 555 1st St San Fernando, California, 91340	**FROM:**	Taft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	057 / 0	**CONTRACT:**	1 - Elm School Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	David Donelson **(Taft Electric Company)**
STATUS:	Pending - Proceeding	**CREATED DATE:**	3/11 /2019
REFERENCE:		**FIELD CHANGE:**	No
SCHEDULE IMPACT:		**LOCATION:**	
		TOTAL AMOUNT:	**$1,003.00**

POTENTIAL CHANGE ORDER TITLE: Layout and Rough-in at Furred Walls in MPR

CHANGE REASON: Field Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
We are submitting the above cost for the additional work required as directed to Layout and Rough-in at Furred Walls in the MPR Building.

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.

EXCUSIONS

Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
Any weather proofing or sealing of exterior penetrations for water intrusion.
Any fire proofing or sealing complete.
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 abatement including asbestos removal or containment.
Any permits or fees.
Any costs associated with the design, engineering (including wet stamps), or approval process.
Any access panels.

ATTACHMENTS:

TEC COR 57 Layout and Rough-in at Furred Walls in MPR.pdf

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Elm School Reconstruction JOB# 2251 TEC COR#: 057

CUST RFP#:

COR DESCRIPTION: Layout and Rough-in at Furred Walls in MPR DATE: 3/5/2019

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Layout and Rough-in at Furred Walls in MPR	$0.00	10.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
TOTAL	$0.00	10.00

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$0.00
7.75%	SALES TAX	$0.00
3.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
	SUBTOTAL MATERIAL	$0.00
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL TAKEOFF MATERIAL	$0.00

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	$0.00
7.75%	SALES TAX	$0.00
3.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	$0.00
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL QUOTES	$0.00

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	$0.00
5.00%	OVERHEAD & PROFIT	$0.00
	TOTAL SUBCONTRACTS	$0.00

LABOR EXPENSES				
	TYPE	HOURS	RATE	AMOUNT
	Foreman	6.00	$89.55	$537.30
	Journeyman	4.00	$83.60	$334.40
		0.00	$0.00	$0.00
		0.00	$0.00	$0.00
		0.00	$0.00	$0.00
		0.00	$0.00	$0.00
		SUBTOTAL LABOR		$871.70
0.00%				$0.00
0.00%				$0.00
0.00%				$0.00
0.00%				$0.00
0.00%				$0.00
0.00%				$0.00
0.00%				$0.00
		SUBTOTAL LABOR		$871.70
15.00%		OVERHEAD & PROFIT		$130.76
		TOTAL LABOR		$1,002.46

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	$0.00
0.00%	PERMIT FEES	$0.00
0.00%	ESTIMATING	$0.00
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
0.00%		$0.00
0.00%	EQUIPMENT RENTAL	$0.00
0.00%	CRANE / FORKLIFT	$0.00
0.00%	JOB TRUCK	$0.00
0.00%	MANLIFTS	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%	WARRANTY	$0.00
0.00%		$0.00
	SUBTOTAL DJE	$0.00
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL DJE	$0.00

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$0.00
	QUOTED MATERIAL	$0.00
	SUBCONTRACTORS	$0.00
	LABOR EXPENSES	$1,002.46
	DIRECT JOB EXPENSES	$0.00
	SUBTOTAL CHANGE REQUEST	$1,002.46
0.00%		$0.00
0.10%	TEXTURA	$1.00
0.00%	BOND COSTS	$0.00
	CHANGE PROPOSAL TOTAL	$1,003

TAFT ELECTRIC COMPANY ELECTRICAL CONTRACTORS

HOME OFFICE: 1694 EASTMAN AVE., VENTURA, CA 93003, PHONE (805) 642-0121
P.O. BOX 3416, VENTURA, CA 93006

STATE LICENSE NO. 772245

Date Ordered October 24, 2018 Date Completed
Job No. 2251 W.O. No.
Job Name ELM Elementary F.A. No.
Address 450 E Elm St, Oxnard, Ca 93033

259

- CHARGE ACCUMULATION -

Layout/Rough-In furred walls MPR

MATERIAL	QUANTITY	UNIT PRICE	PER	EXTENSION
This was for rough-in for the fur walls that were added to accommodate the TV changes. TV's, projector control panels, etc..				

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 10/31/18

EQUIPMENT CHARGES

Date	Description	Hours	Rate	Amount
				-
				-
				-
				-
				-
	TOTAL EQUIPMENT CHARGE			$0.00

LABOR

Date	Name	Hours	Rate	Amount
10/24	Brandon Vidal	2		-
10/25	Brandon Vidal	4		-
10/26	James Pettit	4		-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL LABOR CHARGE			$0.00

Above work authorized by the undersigned; charges therefore to be billed to the undersigned for payment on regular 30 day terms.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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	$89.55
JOURNEYMAN	2.00	$83.60
APPRENTICE	1.00	$75.71
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$83.12

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
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
COMPOSITE RATE		$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNYMAN	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
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
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
COMPOSITE RATE		$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 9/25/2005

TAFT ELECTRIC CO.
Labor Rate
Jan 1 thru July 30 2019

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		**$79.24**	**$106.81**	**$147.78**	**$85.19**	**$122.39**	**$159.59**	**$91.14**	**$131.27**	**$171.40**
Small Tools	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Safety	**2.5%**	$1.98	$1.98	$1.98	$1.98	$1.98	$1.98	$1.98	$1.98	$1.98
Clean Up	**3.0%**	$2.38	$2.38	$2.38	$2.38	$2.38	$2.38	$2.38	$2.38	$2.38
Totals		$83.60	$111.17	$152.14	$89.55	$126.75	$163.95	$95.50	$135.63	$175.76
Mark Up	**0.0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**$83.60**	**$111.17**	**$152.14**	**$89.55**	**$126.75**	**$163.95**	**$95.50**	**$135.63**	**$175.76**

TAFT ELECTRIC COMPANY
Labor Rate
Jan 1 thru July 30 2019

VENTURA COUNTY
LOCAL 952
APPRENTICES

		JRYM	40%	45%	50%	60%	70%	85%			
Direct Cost		$79.24	$30.92	$33.61	$53.43	$58.79	$64.16	$71.35	$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%)	2.5%	$1.98	$1.98	$1.98	$1.98	$1.98	$1.98	$1.98			
Clean Up (3%)	3%	$2.38	$2.38	$2.38	$2.38	$2.38	$2.38	$2.38			
Sub Total		$83.60	$35.28	$37.97	$57.79	$63.15	$68.52	$75.71	$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	$0.00
Grand Total		**$83.60**	**$35.28**	**$37.97**	**$57.79**	**$63.15**	**$68.52**	**$75.71**	**$0.00**	**$0.00**	**$0.00**

VBURD002

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
Period of December 31, 2018 to July 28, 2019

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	$ 39.75	$ 59.63	$ 79.50	$ 44.24	$ 66.36	$ 88.48	$ 48.73	$ 73.10	$ 97.47
HEALTH & WELFARE	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46
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%)	0.40	0.60	0.80	0.44	0.66	0.88	0.49	0.73	0.97
NAT. PENSION (3%)	1.19	1.79	2.39	1.33	1.99	2.65	1.46	2.19	2.92
UNION BURDEN	$ 28.19	$ 37.31	$ 46.42	$ 28.37	$ 37.57	$ 46.78	$ 28.55	$ 37.84	$ 47.14
F.I.C.A. (7.65%)	$ 3.04	$ 4.56	$ 6.08	$ 3.38	$ 5.08	$ 6.77	$ 3.73	$ 5.59	$ 7.46
F.U.I. (0.8%)	0.32	0.48	0.64	0.35	0.53	0.71	0.39	0.58	0.78
S.U.I. (6.2%)	2.46	3.70	4.93	2.74	4.11	5.49	3.02	4.53	6.04
TAX BURDEN	$ 5.82	$ 8.74	$ 11.65	$ 6.48	$ 9.72	$ 12.96	$ 7.14	$ 10.71	$ 14.28
LIABILITY INSURANCE 11.899%	$ 4.73	$ 7.09	$ 9.46	$ 5.26	$ 7.90	$ 10.53	$ 5.80	$ 8.70	$ 11.60
WORKMAN'S COMP	0.75	0.75	0.75	0.83	0.83	0.83	0.92	0.92	0.92
INSURANCE BURDEN	$ 5.48	$ 7.84	$ 10.21	$ 6.10	$ 8.73	$ 11.36	$ 6.72	$ 9.62	$ 12.52
DIRECT COST PER HOUR	$ 79.24	$ 113.51	$ 147.78	$ 85.19	$ 122.39	$ 159.59	$ 91.14	$ 131.27	$ 171.40
DIRECT COST PER DAY	$ 633.94		$ 68.53	$ 681.53		$ 74.40	$ 729.12		$ 80.26
DIRECT COST PER WEEK	$ 3,169.72			$ 3,407.66			$ 3,645.61		

NOTES:
WORKMAN'S COMP RATES: LESS THAN $32.00/HOUR = 4.439%
WORKMAN'S COMP RATES: GREATER THAN $32.00/HOUR = 1.886%

12/28/18

appburdn

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
VENTURA COUNTY **Period of December 31, 2018 to July 28, 2019**
LOCAL 952
APPRENTICES - Indentured after 10/01/2012

		40%		45%		50%		60%		70%		85%	
		Reg.	O.T.	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.
WAGES		$ 15.90	$ 23.85	$ 17.89	$ 26.83	$ 19.88	$ 29.81	$ 23.85	$ 35.78	$ 27.83	$ 41.74	$ 33.79	$ 50.68
HEALTH & WELFARE		$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46
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%)		0.48	0.72	0.54	0.80	0.60	0.89	0.72	1.07	0.83	1.25	1.01	1.52
N.E.I.F. (1%)		0.16	0.24	0.18	0.27	0.20	0.30	0.24	0.36	0.28	0.42	0.34	0.51
UNION BURDEN		$ 10.10	$ 10.41	$ 10.18	$ 10.53	$ 27.40	$ 36.11	$ 27.55	$ 36.35	$ 27.71	$ 36.59	$ 27.95	$ 36.95
F.I.C.A. (7.65%)		$ 1.22	$ 1.82	$ 1.37	$ 2.05	$ 1.52	$ 2.28	$ 1.82	$ 2.74	$ 2.13	$ 3.19	$ 2.58	$ 3.88
F.U.I. (.8%)		0.13	0.19	0.14	0.21	0.16	0.24	0.19	0.29	0.22	0.33	0.27	0.41
S.U.I. (6.2%)		0.99	1.48	1.11	1.66	1.23	1.85	1.48	2.22	1.73	2.59	2.09	3.14
TAX BURDEN		$ 2.33	$ 3.49	$ 2.62	$ 3.93	$ 2.91	$ 4.37	$ 3.49	$ 5.24	$ 4.08	$ 6.11	$ 4.95	$ 7.42
LIABILITY INSURANC	11.9%	$ 1.89	$ 2.84	$ 2.13	$ 3.19	$ 2.36	$ 3.55	$ 2.84	$ 4.26	$ 3.31	$ 4.97	$ 4.02	$ 6.03
WORKMAN'S COMP		0.71	0.71	0.79	0.79	0.88	0.88	1.06	1.06	1.24	1.24	0.64	0.64
INSURANCE BURDEN		$ 2.60	$ 3.54	$ 2.92	$ 3.99	$ 3.25	$ 4.43	$ 3.90	$ 5.32	$ 4.55	$ 6.20	$ 4.66	$ 6.67
DIRECT COST PER HOUR		$ 30.92	$ 41.30	$ 33.61	$ 45.28	$ 53.43	$ 74.72	$ 58.79	$ 82.68	$ 64.16	$ 90.64	$ 71.35	$ 101.72
DIRECT COST PER DAY		$ 247.38	$ 330.41	$ 268.85	$ 362.26	$ 427.43	$ 597.78	$ 470.36		$ 513.28		$ 570.77	
DIRECT COST PER WEEK		$ 1,236.92	$ 1,652.07	$ 1,344.24	$ 1,811.28	$ 2,137.15	$ 2,988.89	$ 2,351.79		$ 2,566.42		$ 2,853.86	

NOTES:
WORKMAN'S COMP RATES: LESS THAN $32.00/HOUR = 4.439%
WORKMAN'S COMP RATES: GREATER THAN $32.00/HOUR = 1.886%

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 511

Project: Elm Elementary School Reconstruction Project

Date: 09-21-18
Discipline: Architectural

Subject: Furred Walls on MPR at Presentation Room and Gym

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A-61.2		
A2-11.1		

QUESTION

Ref. RFIR 111 MPR Plumbing Sewer Rough In

Per the response to RFIR 111, please confirm the furred wall adjustments in the MPR,(gym and presentation room wall) that the furred wall is to be full height and width of wall. See clouded on attached sketch511-SK-1.

ANSWER

Per the discussion after OAC meeting with Bernards, SVA and CFW, provide the furred walls as indicated on the sketch (shown in blue).

For the exposed pipes along the drinking fountain wall (Gym Wall). Relocate pipes so they are not exposed on wall. Penetrate pipes above roof line at Gym wall

For the exposed electrical conduits along the drinking fountain wall (Gym Wall).Penetrate conduits through wall, right below the trusses as currently installed, and run down on the exterior of the building. Provide a sheet metal housing to conceal all the conduits and attach housing to the exterior plaster with sheet metal screws. Paint sheet metal housing to match plaster finish

Tom Bardwell- SVA Architects 9/27/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Pacific Interiors	Curtis Dowell	9/27/2018
Percision Plumbing Mechanical	Daniel Bascom	9/27/2018
Abdellatif Enterprises	Hazem Abdellatif	9/27/2018
Taft Electric	Matt Gobuty	9/27/2018
Eberhard	Mike Williams	9/27/2018
Merit Metal	Steve Reno	9/27/2018

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 511

Project: Elm Elementary School Reconstruction Project

Date: 09-21-18
Discipline: Architectural

Subject: Furred Walls on MPR at Presentation Room and Gym

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.: 511

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 09-21-18
Discipline: Architectural

Subject: Furred Walls on MPR at Presentation Room and Gym

Response Requested By: 09-28-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A-61.2		
A2-11.1		

QUESTION

Ref. RFIR 111 MPR Plumbing Sewer Rough In

Per the response to RFIR 111, please confirm the furred wall adjustments in the MPR,(gym and presentation room wall) that the furred wall is to be full height and width of wall. See clouded on attached sketch511-SK-1.

ANSWER

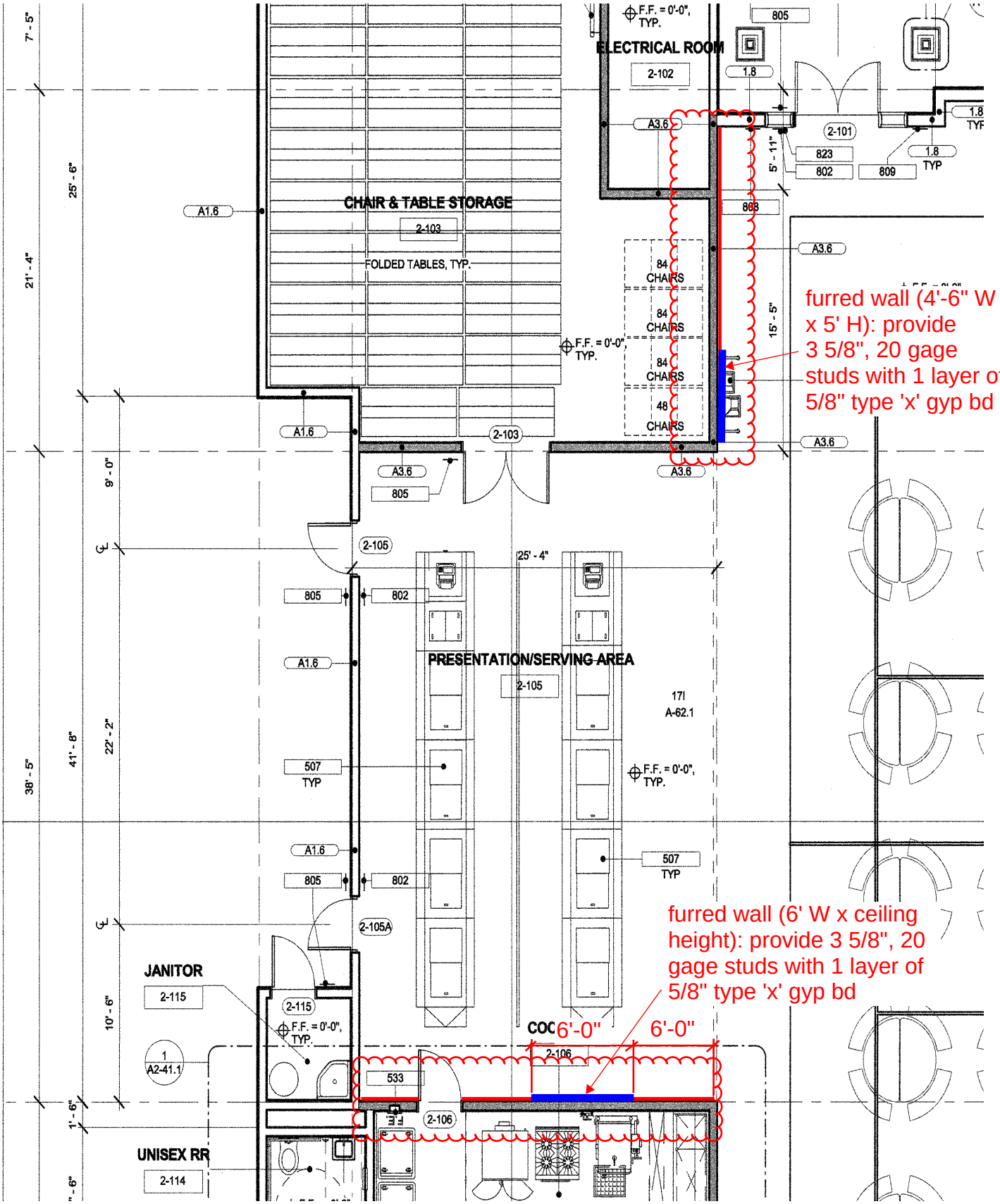
Per the discussion after OAC meeting with Bernards, SVA and CFW, provide the furred walls as indicated on the sketch (shown in blue).

For the exposed pipes along the drinking fountain wall (Gym Wall). Relocate pipes so they are not exposed on wall. Penetrate pipes above roof line at Gym wall.

For the exposed electrical conduits along the drinking fountain wall (Gym Wall). Penetrate conduits through wall, right below the trusses as currently installed, and run down on the exterior of the building. Provide a sheet metal housing to conceal all the conduits and attach housing to the exterior plaster with sheet metal screws. Paint sheet metal housing to match plaster finish.

Response Provided By:	Tom Bardwell	SVA Architects	9/27/18
	Name	Company	Date

Question Initiated By: Gina Sierra - Bernards
Submitted By: Gina Sierra - Bernards


ELECTRICAL ROOM
2-102
CHAIR & TABLE STORAGE
2-103
FOLDED TABLES, TYP.
84 CHAIRS
84 CHAIRS
84 CHAIRS
48 CHAIRS
F.F. = 0'-0", TYP.
PRESENTATION/SERVING AREA
2-105
JANITOR
2-115
UNISEX RR
2-114
2-105A
2-106
2-101
furred wall (4'-6" W x 5' H): provide 3 5/8", 20 gage studs with 1 layer of 5/8" type 'x' gyp bd
furred wall (6' W x ceiling height): provide 3 5/8", 20 gage studs with 1 layer of 5/8" type 'x' gyp bd
6'-0"
6'-0"

511-SK-1

CONTINGENCY ALLOCATION REQUEST

CAR No. 638 R1

Project: Elm Elementary School Reconstruction Project

Date: 3/22/2019

DESCRIPTION OF WORK

Rework Overhead For VAVs

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-1,540
	Subtotal:	-1,540

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to rework overhead conduit for VAVs per RFI 413. Reason: Directed in RFI 413 Requested By: MEOR Ref: RFI 413	Taft Electric Co	1,540
	Subtotal:	1,540

Total Change Order Request Amount: **0**

ACKNOWLEDGEMENT

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

PCO #058

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 #058: Rework Overhead for Clearance to VAVs per RFI#413

TO:	Bernards 555 1st St San Fernando, California, 91340	**FROM:**	Taft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	058 / 0	**CONTRACT:**	1 - Elm School Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	David Donelson **(Taft Electric Company)**
STATUS:	Pending - Proceeding	**CREATED DATE:**	3/11 /2019
REFERENCE:		**FIELD CHANGE:**	Yes
SCHEDULE IMPACT:		**LOCATION:**	
		TOTAL AMOUNT:	**$1,540.00**

POTENTIAL CHANGE ORDER TITLE: Rework Overhead for Clearance to VAVs per RFI#413

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 to Rework Overhead for Clearance to VAVs per RFI#413.

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.

EXCUSIONS

Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
Any weather proofing or sealing of exterior penetrations for water intrusion.
Any fire proofing or sealing complete.
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 abatement including asbestos removal or containment.
Any permits or fees.
Any costs associated with the design, engineering (including wet stamps), or approval process.
Any access panels.

ATTACHMENTS:

TEC COR 058 Rework Overhead for Clearance to VAVs per RFI#413.pdf

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Elm School Reconstruction JOB# 2251 TEC COR#: 058

CUST RFP#:

COR DESCRIPTION: Rework Overhead for Clearance to VAVs via RFI 413 DATE: 3/5/2019

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Rework Overhead for Clearance to VAVs via RFI 413	$0.00	16.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
TOTAL	$0.00	16.00

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$0.00
7.75%	SALES TAX	$0.00
3.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
	SUBTOTAL MATERIAL	$0.00
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL TAKEOFF MATERIAL	$0.00

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	$0.00
7.75%	SALES TAX	$0.00
3.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	$0.00
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL QUOTES	$0.00

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	$0.00
5.00%	OVERHEAD & PROFIT	$0.00
	TOTAL SUBCONTRACTS	$0.00

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
Foreman	0.00	$89.55	$0.00
Journeyman	16.00	$83.60	$1,337.60
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	SUBTOTAL LABOR		$1,337.60
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
	SUBTOTAL LABOR		$1,337.60
15.00%	OVERHEAD & PROFIT		$200.64
	TOTAL LABOR		$1,538.24

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	$0.00
0.00%	PERMIT FEES	$0.00
0.00%	ESTIMATING	$0.00
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
0.00%		$0.00
0.00%	EQUIPMENT RENTAL	$0.00
0.00%	CRANE / FORKLIFT	$0.00
0.00%	JOB TRUCK	$0.00
0.00%	MANLIFTS	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%	WARRANTY	$0.00
0.00%		$0.00
	SUBTOTAL DJE	$0.00
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL DJE	$0.00

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$0.00
	QUOTED MATERIAL	$0.00
	SUBCONTRACTORS	$0.00
	LABOR EXPENSES	$1,538.24
	DIRECT JOB EXPENSES	$0.00
	SUBTOTAL CHANGE REQUEST	$1,538.24
0.00%		$0.00
0.10%	TEXTURA	$1.54
0.00%	BOND COSTS	$0.00
	CHANGE PROPOSAL TOTAL	$1,540

TAFT ELECTRIC COMPANY

ELECTRICAL CONTRACTORS

HOME OFFICE: 1694 EASTMAN AVE., VENTURA, CA 93003, PHONE (805) 642-0121

P.O. BOX 3416, VENTURA, CA 93006

STATE LICENSE NO. 772245

Date Ordered October 25, 2025 Date Completed 10/25

Job No. 2251 W.O. No.

Job Name ELM Elementary F.A. No.

Address 450 E Elm St, Oxnard, Ca 93033

272 8

- CHARGE ACCUMULATION -

Rework overhead for clearance to VAV's - RFI # 413

MATERIAL	QUANTITY	UNIT PRICE	PER	EXTENSION
This was @ request by the IOR - AR				
Verify time only - AR 11/5/18				

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 11/5/18

AR
AR

EQUIPMENT CHARGES

Date	Description	Hours	Rate	Amount
				-
				-
				-
				-
				-
	TOTAL EQUIPMENT CHARGE			$0.00

LABOR

Date	Name	Hours	Rate	Amount
10/25	James Pettit	8		-
10/25	Mike Gooding	8		-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL LABOR CHARGE			$0.00

Above work authorized by the undersigned; charges therefore to be billed to the undersigned for payment on regular 30 day terms.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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	$89.55
JOURNEYMAN	2.00	$83.60
APPRENTICE	1.00	$75.71
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$83.12

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
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
COMPOSITE RATE		$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNYMAN	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
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
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
COMPOSITE RATE		$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 9/25/2005

TAFT ELECTRIC CO.
Labor Rate
Jan 1 thru July 30 2019

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		**$79.24**	**$106.81**	**$147.78**	**$85.19**	**$122.39**	**$159.59**	**$91.14**	**$131.27**	**$171.40**
Small Tools	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Safety	**2.5%**	$1.98	$1.98	$1.98	$1.98	$1.98	$1.98	$1.98	$1.98	$1.98
Clean Up	**3.0%**	$2.38	$2.38	$2.38	$2.38	$2.38	$2.38	$2.38	$2.38	$2.38
Totals		$83.60	$111.17	$152.14	$89.55	$126.75	$163.95	$95.50	$135.63	$175.76
Mark Up	**0.0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**$83.60**	**$111.17**	**$152.14**	**$89.55**	**$126.75**	**$163.95**	**$95.50**	**$135.63**	**$175.76**

TAFT ELECTRIC COMPANY
Labor Rate
Jan 1 thru July 30 2019

VENTURA COUNTY
LOCAL 952
APPRENTICES

		JRYM	40%	45%	50%	60%	70%	85%			
Direct Cost		$79.24	$30.92	$33.61	$53.43	$58.79	$64.16	$71.35	$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%)	**2.5%**	$1.98	$1.98	$1.98	$1.98	$1.98	$1.98	$1.98			
Clean Up (3%)	**3%**	$2.38	$2.38	$2.38	$2.38	$2.38	$2.38	$2.38			
Sub Total		$83.60	$35.28	$37.97	$57.79	$63.15	$68.52	$75.71	$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	$0.00
Grand Total		**$83.60**	**$35.28**	**$37.97**	**$57.79**	**$63.15**	**$68.52**	**$75.71**	**$0.00**	**$0.00**	**$0.00**

VBURD002

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
Period of December 31, 2018 to July 28, 2019

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	$ 39.75	$ 59.63	$ 79.50	$ 44.24	$ 66.36	$ 88.48	$ 48.73	$ 73.10	$ 97.47
HEALTH & WELFARE	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46
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%)	0.40	0.60	0.80	0.44	0.66	0.88	0.49	0.73	0.97
NAT. PENSION (3%)	1.19	1.79	2.39	1.33	1.99	2.65	1.46	2.19	2.92
UNION BURDEN	$ 28.19	$ 37.31	$ 46.42	$ 28.37	$ 37.57	$ 46.78	$ 28.55	$ 37.84	$ 47.14
F.I.C.A. (7.65%)	$ 3.04	$ 4.56	$ 6.08	$ 3.38	$ 5.08	$ 6.77	$ 3.73	$ 5.59	$ 7.46
F.U.I. (0.8%)	0.32	0.48	0.64	0.35	0.53	0.71	0.39	0.58	0.78
S.U.I. (6.2%)	2.46	3.70	4.93	2.74	4.11	5.49	3.02	4.53	6.04
TAX BURDEN	$ 5.82	$ 8.74	$ 11.65	$ 6.48	$ 9.72	$ 12.96	$ 7.14	$ 10.71	$ 14.28
LIABILITY INSURANCE 11.899%	$ 4.73	$ 7.09	$ 9.46	$ 5.26	$ 7.90	$ 10.53	$ 5.80	$ 8.70	$ 11.60
WORKMAN'S COMP	0.75	0.75	0.75	0.83	0.83	0.83	0.92	0.92	0.92
INSURANCE BURDEN	$ 5.48	$ 7.84	$ 10.21	$ 6.10	$ 8.73	$ 11.36	$ 6.72	$ 9.62	$ 12.52
DIRECT COST PER HOUR	$ 79.24	$ 113.51	$ 147.78	$ 85.19	$ 122.39	$ 159.59	$ 91.14	$ 131.27	$ 171.40
DIRECT COST PER DAY	$ 633.94		$ 68.53	$ 681.53		$ 74.40	$ 729.12		$ 80.26
DIRECT COST PER WEEK	$ 3,169.72			$ 3,407.66			$ 3,645.61		

NOTES:
WORKMAN'S COMP RATES: LESS THAN $32.00/HOUR = 4.439%
WORKMAN'S COMP RATES: GREATER THAN $32.00/HOUR = 1.886%

12/28/18

appburdn

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT
VENTURA COUNTY **Period of December 31, 2018 to July 28, 2019**
LOCAL 952
APPRENTICES - Indentured after 10/01/2012

		40%		45%		50%		60%		70%		85%	
		Reg.	O.T.	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.
WAGES		$ 15.90	$ 23.85	$ 17.89	$ 26.83	$ 19.88	$ 29.81	$ 23.85	$ 35.78	$ 27.83	$ 41.74	$ 33.79	$ 50.68
HEALTH & WELFARE		$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46	$ 8.46
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%)		0.48	0.72	0.54	0.80	0.60	0.89	0.72	1.07	0.83	1.25	1.01	1.52
N.E.I.F. (1%)		0.16	0.24	0.18	0.27	0.20	0.30	0.24	0.36	0.28	0.42	0.34	0.51
UNION BURDEN		$ 10.10	$ 10.41	$ 10.18	$ 10.53	$ 27.40	$ 36.11	$ 27.55	$ 36.35	$ 27.71	$ 36.59	$ 27.95	$ 36.95
F.I.C.A. (7.65%)		$ 1.22	$ 1.82	$ 1.37	$ 2.05	$ 1.52	$ 2.28	$ 1.82	$ 2.74	$ 2.13	$ 3.19	$ 2.58	$ 3.88
F.U.I. (.8%)		0.13	0.19	0.14	0.21	0.16	0.24	0.19	0.29	0.22	0.33	0.27	0.41
S.U.I. (6.2%)		0.99	1.48	1.11	1.66	1.23	1.85	1.48	2.22	1.73	2.59	2.09	3.14
TAX BURDEN		$ 2.33	$ 3.49	$ 2.62	$ 3.93	$ 2.91	$ 4.37	$ 3.49	$ 5.24	$ 4.08	$ 6.11	$ 4.95	$ 7.42
LIABILITY INSURANC	11.9%	$ 1.89	$ 2.84	$ 2.13	$ 3.19	$ 2.36	$ 3.55	$ 2.84	$ 4.26	$ 3.31	$ 4.97	$ 4.02	$ 6.03
WORKMAN'S COMP		0.71	0.71	0.79	0.79	0.88	0.88	1.06	1.06	1.24	1.24	0.64	0.64
INSURANCE BURDEN		$ 2.60	$ 3.54	$ 2.92	$ 3.99	$ 3.25	$ 4.43	$ 3.90	$ 5.32	$ 4.55	$ 6.20	$ 4.66	$ 6.67
DIRECT COST PER HOUR		$ 30.92	$ 41.30	$ 33.61	$ 45.28	$ 53.43	$ 74.72	$ 58.79	$ 82.68	$ 64.16	$ 90.64	$ 71.35	$ 101.72
DIRECT COST PER DAY		$ 247.38	$ 330.41	$ 268.85	$ 362.26	$ 427.43	$ 597.78	$ 470.36		$ 513.28		$ 570.77	
DIRECT COST PER WEEK		$ 1,236.92	$ 1,652.07	$ 1,344.24	$ 1,811.28	$ 2,137.15	$ 2,988.89	$ 2,351.79		$ 2,566.42		$ 2,853.86	

NOTES:
WORKMAN'S COMP RATES: LESS THAN $32.00/HOUR = 4.439%
WORKMAN'S COMP RATES: GREATER THAN $32.00/HOUR = 1.886%

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 413

Project: Elm Elementary School Reconstruction Project

Date: 04-13-18
Discipline: Electrical

Subject: Admin. VAV Circuits and Controller

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M003		
M3-1.1		

QUESTION

Ref. M003, M3-1.1

It has been brought to our attention that there are (11) VAV units in the Admin Building that require 120v power.
1. Please provide an updated panel schedule providing 120v 20A circuits for these VAVs. We will install a 20A motor rated switch in a 4S boxe with raised cover at each unit as a means of disconnect.

2. Please also provide a location and circuit for the Mitsubishi AE-200A HVAC controllers.

ANSWER

Power for VAV and HVAC controller location per attached drawing
Bahram Roshanian
04/26/2018

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	4/30/2018
Taft Electric Co	Matt Gobuty	4/30/2018

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: Matt Gobuty - Taft Electric Co - Author Number: 114
Submitted By: Gina Sierra - Bernards

BERNARDS
BUILDERS • MANAGEMENT SERVICES

REQUEST FOR INFORMATION

RFI No.: 413

To: Tom Bardwell
Company: SVA Architects
Project: Elm Elementary School Reconstruction Project

Date: 04-13-18
Discipline: Electrical

Subject: Admin. VAV Circuits and Controller

Response Requested By: 04-20-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M003		
M3-1.1		

QUESTION

Ref. M003, M3-1.1

It has been brought to our attention that there are (11) VAV units in the Admin Building that require 120v power.
1. Please provide an updated panel schedule providing 120v 20A circuits for these VAVs. We will install a 20A motor rated switch in a 4S boxe with raised cover at each unit as a means of disconnect.

2. Please also provide a location and circuit for the Mitsubishi AE-200A HVAC controllers.

ANSWER

Power for VAV and HVAC controller location per attached drawing.

Bahram Roshanian
04/26/2018

Response Provided By: _____ (Name) _____ (Company) _____ (Date)

Question Initiated By: Matt Gobuty - Taft Electric Co - Author Number: 114
Submitted By: Gina Sierra - Bernards

RFI #114

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

Admin VAV Circuits and Controller

TO:	Gina Sierra **(Bernards)**	**FROM:**	Matt Gobuty **(Taft Electric Company)** 1694 Eastman Avenue Ventura, California 93003
DATE INITIATED:	04/12/2018	**STATUS:**	Open
LOCATION:		**DUE DATE:**	04/17/2018
COST CODE:		**REFERENCE:**	
COST IMPACT:	Yes (Unknown)	**SCHEDULE IMPACT:**	Yes (Unknown)
DRAWING NUMBER:		**SPEC SECTION:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Matt Gobuty (Taft Electric Company) at 03:03 PM on 04/12/2018

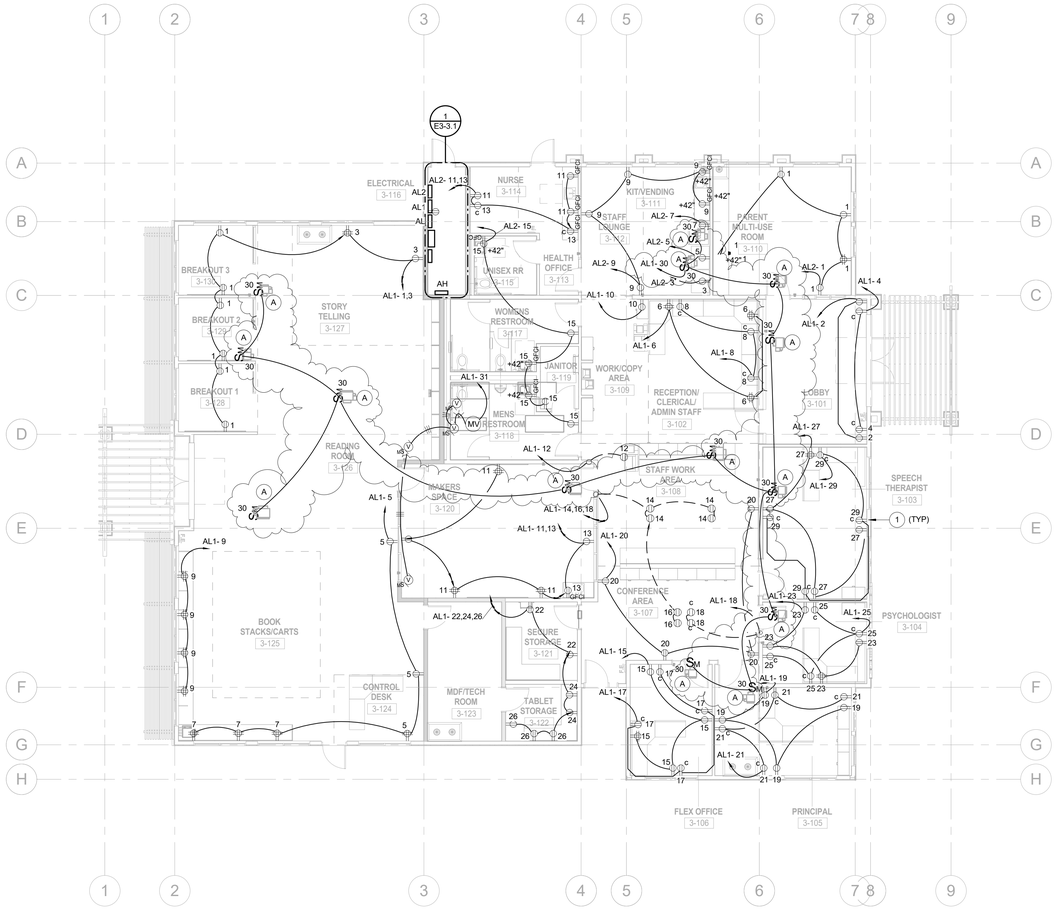
It has been brought to our attention that there are (11) VAV units in the Admin Building that require 120v power. Please provide an updated panel schedule providing 120v 20A circuits for these VAVs.
We will install a 20A motor rated switch in a 4S boxe with raised cover at each unit as a means of disconnect.

Please also provide a location and circuit for the Mitsubishi AE-200A HVAC controllers.

Awaiting an Official Response

All Replies:

BY **DATE** **COPIES TO**



REFERENCE NOTE:

(1) ROUTE CONTROLLED RECEPTACLES VIA LIGHTING CONTROL.

UNIT TAG LEGEND:

(A) VAV 3-8 SINGLE DUCT UNIT.

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

ROSHANIAN & ASSOCIATES, INC.
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
6404 WILSHIRE BLVD, SUITE #610 LOS ANGELES, CA 90048
TEL: (323) 933-5252 FAX: (323) 933-5589

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
14	RFI 413	04/23/2018

DATE ISSUED: Mar. 06, 2015

PROJECT NO: 1340159

SCALE: 1/8" = 1'-0"

SHEET NUMBER: E3-2.1P

SHEET TITLE:

ADMINISTRATION POWER PLAN

ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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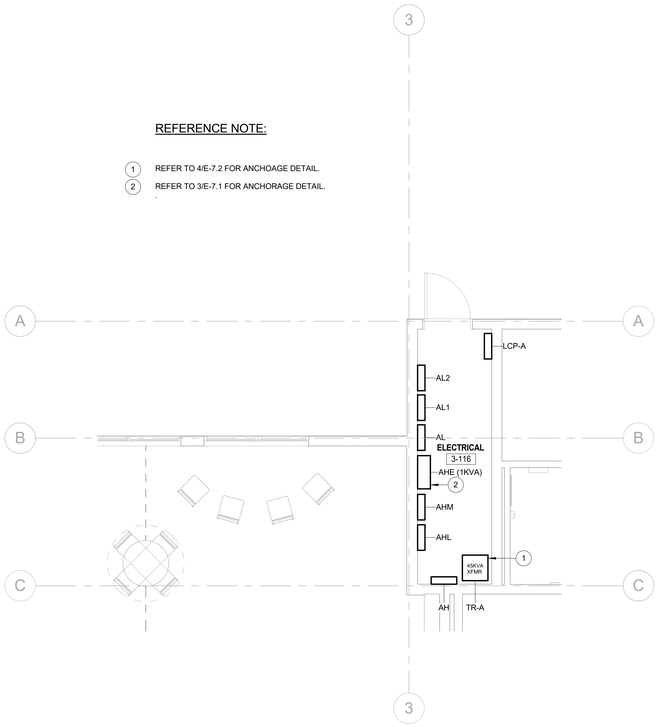
REFERENCE NOTE:

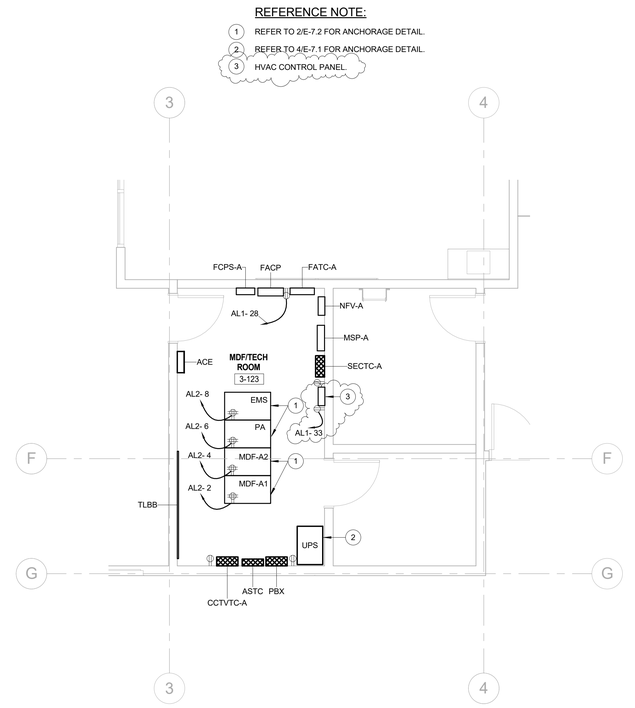
1. REFER TO 4/E-7.2 FOR ANCHOAGE DETAIL.
2. REFER TO 3/E-7.1 FOR ANCHORAGE DETAIL.



1 ENLARGED ELECTRICAL ROOM 3-116
1/4" = 1'-0"

REFERENCE NOTE:

1. REFER TO 2/E-7.2 FOR ANCHORAGE DETAIL.
2. REFER TO 4/E-7.1 FOR ANCHORAGE DETAIL.
3. HVAC CONTROL PANEL.



2 ENLARGED MDF/TECH ROOM 3-123
1/4" = 1'-0"

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

ROSHANIAN & ASSOCIATES, INC.
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
6404 WILSHIRE BLVD, SUITE #610 LOS ANGELES, CA 90048
TEL: (323) 933-5252 FAX: (323) 933-5589

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
14	RFI 413	04/23/2018

DATE ISSUED: Mar. 06, 2015

PROJECT NO: 1340159

SCALE: 1/4" = 1'-0"

SHEET NUMBER: E3-3.1

SHEET TITLE:

ADMINISTRATION BUILDING ENLARGED PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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Branch Panel: AL

Location: ELECTRICAL 3-116
Supply From: TR-A
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating:
Mains Type:
Mains Rating: 225 A
MCB Rating: 150 A

Notes:

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	AL1	100 A	3	8710 VA	4280 VA					3	100 A	AL2	2
3	--	--	--			7180 VA	3540 VA			--	--	--	4
5	--	--	--					7646 VA	1700 VA	--	--	--	6
7					816 VA					1	15 A	Roof Exhaust Fan	8
9							1227 VA			2	25 A	AC-6 ON THE ROOF	10
11									1227 VA	--	--	--	12
13	Roof Exhaust Fan	15 A	1	816 VA									14
15	Roof Exhaust Fan	15 A	1			816 VA							16
17													18
19													20
21													22
23													24
25													26
27													28
29													30
31													32
33													34
35													36
37													38
39													40
41													42
		Total Load:		14622 VA		12763 VA		10573 VA					
		Total Amps:		125 A		109 A		88 A					

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
HVAC	2448 VA	100.00%	2448 VA		
Other	1150 VA	100.00%	1150 VA	**Total Conn. Load:**	34798 VA
Power	28520 VA	100.00%	28520 VA	**Total Est. Demand:**	34798 VA
Receptacle	2680 VA	100.00%	2680 VA	**Total Conn.:**	97 A
				Total Est. Demand:	97 A

Notes:

Branch Panel: AL1

Location: ELECTRICAL 3-116
Supply From: AL
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating:
Mains Type:
Mains Rating: 225 A
MCB Rating:

Notes:

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	BREAKOUTS	20 A	1	1080...	360 VA					1	20 A	LOBBY	2
3	STORYTELLING	20 A	1			540 VA	360 VA			1	20 A	LOBBY CONTROLLED	4
5	CONTROL DESK	20 A	1					720 VA	1080...	1	20 A	RECEPTION/CLERICAL	6
7	BOOK STACKS COMPUTERS	20 A	1	1080...	540 VA					1	20 A	RECEPTION/CLERICAL	8
9	BOOK STACKS COMPUTERS	20 A	1			1440...	1000...			1	20 A	RECEPTION COPIER	10
11	MAKERS SPACE COMPUTERS	20 A	1					1080...	1000...	1	20 A	STAFF WORK COPIER	12
13	MAKERS SPACE	20 A	1	720 VA	720 VA					1	20 A	STAFF WORK FLOOR	14
15	FLEX OFFICE 3-106	20 A	1			900 VA	360 VA			1	20 A	CONFERENCE	16
17	FLEX OFFICE 3-106 CONTROLLED	20 A	1					720 VA	360 VA	1	20 A	CONFERENCE CONTROL	18
19	PRINCIPAL 3-105	20 A	1	720 VA	720 VA					1	20 A	STAFF WORK/CONFERENCE C.O.	20
21	PRINCIPAL 3-105 CONTROLLED	20 A	1			720 VA	360 VA			1	20 A	SECURE STORAGE	22
23	PSYCHIATRIST 3-104	20 A	1					900 VA	360 VA	1	20 A	TABLET STORAGE	24
25	PSYCHIATRIST 3-104 CONTROLLED	20 A	1	720 VA	540 VA					1	20 A	TABLET STORAGE	26
27	SPEECH THERAPIST 3-103	20 A	1			900 VA	400 VA			1	20 A	FIRE ALARM PANELS (1)	28
29	SPEACH THERAPIRST 3-103 CONTROLLED	20 A	1					720 VA	706 VA	1	20 A	VAV UNITS	30
31	CESD (1)	20 A	1	1150...	360 VA					1	20 A	Roof Receptacle	32
33	HVAC CONTROL PANEL	20 A	1			200 VA							34
35													36
37													38
39													40
41													42
		Total Load:		8710 VA		7180 VA		7646 VA					
		Total Amps:		73 A		60 A		64 A					

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Other	1150 VA	100.00%	1150 VA		
Power	20680 VA	100.00%	20680 VA	**Total Conn. Load:**	22830 VA
Receptacle	1000 VA	100.00%	1000 VA	**Total Est. Demand:**	22830 VA
				Total Conn.:	63 A
				Total Est. Demand:	63 A

Notes:
(1) PROVIDE LOCK-ON DEVICE FOR THESE CIRCUITS.

Branch Panel: AL2

Location: ELECTRICAL 3-116
Supply From: AL
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating:
Mains Type:
Mains Rating: 225 A
MCB Rating:

Notes:

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	PARENT MULTI-USE ROOM	20 A	1	1260...	1200...					1	20 A	MDF-A1	2
3	VENDING MACHINE	20 A	1			360 VA	1200...			1	20 A	MDF-A2	4
5	VENDING MACHINE	20 A	1					360 VA	800 VA	1	20 A	PA RACK	6
7	REFRIGERATOR	20 A	1	960 VA	500 VA					1	20 A	EMS RACK	8
9	STAFF LOUNGE	20 A	1			900 VA							10
11	NURSE	20 A	1					540 VA					12
13	NURSE CONTROLLED	20 A	1	360 VA									14
15	RESTROOMS	20 A	1			1080...							16
17													18
19													20
21													22
23													24
25													26
27													28
29													30
31													32
33													34
35													36
37													38
39													40
41													42
		Total Load:		4280 VA		3540 VA		1700 VA					
		Total Amps:		38 A		32 A		14 A					

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
Power	7840 VA	100.00%	7840 VA		
Receptacle	1680 VA	100.00%	1680 VA	**Total Conn. Load:**	9520 VA
				Total Est. Demand:	9520 VA
				Total Conn.:	26 A
				Total Est. Demand:	26 A

Notes:

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

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AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
14	RFI 413	04/23/2018

DATE ISSUED: Mar. 06, 2015
PROJECT NO: 1340159
SCALE:

SHEET NUMBER: E3-5.2

SHEET TITLE:

ADMINISTRATION PANEL SCHEDULE

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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CONTINGENCY ALLOCATION REQUEST

CAR No. 661 R1

Project: Elm Elementary School Reconstruction Project

Date: 4/2/2019

DESCRIPTION OF WORK

Reroute Domestic Water Lines

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-6,275
	Subtotal:	-6,275

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to move water line on north side of Classroom Building. Reason: Water line was installed per oroginal plan. HVAC units were moved in Bulletin 20 and the HVAC pads were in conflict with the water line location. Water line needed to be relocated. This is additional/rework that is not part of the original scope. Requested By: SVA Architects Ref: C-08 of Bid Set and Bulletin 20	J Vega Engineering Inc	6,275
	Subtotal:	6,275

Total Change Order Request Amount: **0**

ACKNOWLEDGEMENT

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

INVOICE

J. VEGA ENGINEERING, INC.
PO BOX 6910 Oxnard, CA 93031
P: 805-479-6563
E: JVEGAENGINEERING@YAHOO.COM
State Contractor Lic # A-885900

Date: 1-22-19

C.O.R. # 15

RE-ROUTE 2" DOMESTIC WATER

Job: PER BULLETIN 3-1

To

Bernards Bros. Inc.
555 First Street
San Fernando CA, 91340
818-898-1521

C.O. Number	Terms	Rep	Ship	Via	F.O.B	Project
201	T & M				Site Utilities	Elm Elementary School

INV. DATE	DESCRIPTION	LABORER	MATERIAL	EQUIPMENT AND TOOLS	TOTAL
5-31-18 INV. 201	Re-routed 2 ½" PVC sch. 40 domestic water service to Class rom Building per bulletin 3.1	-Laborer: 16 hrs. @ 62.47 T: $999.52 -Operator: 8 hrs. @ 83.57 T: $668.56 Total: $1668.00	2"-20 L.F. PVC pipe, 2-2" pvc elbows, pipe glue. Sand Shade. Total: $143.00	Cat Backhoe: 1 day @ $350.00 Tool Truck: 1 day @ $445.00 Dirt compactor: I day @ $120.00 TOTAL: $915.00	Total: $2,726.00
6-04-18 Inv. 202	Extend 2" PVC sch. 40 domestic water service from meter box to MPR Building. Relocate 2" domestic backflow and 1.5" irrigation line.	-Laborer: 16 hrs @ 62.47 T: $999.52 -Operator: 8 Hrs. @ 83.57 T: $668.56 Total: $1,668.00	35- LF 2" PVC Pipe, 4-2" PVC elbows, 10 LF 2" copper tubing, 2-2" copper elbows, Sutter. Sand shade pipes Total: $498.00	Tool Truck: 1 day @ $445.00 Dirt compactor: 1 day @ $120.00 Total: $565.00	Total: $2,731.00
				SUBTOTAL:	$5,457.00
				15% MARK UP:	$818.55
				INVOICE TOTAL:	**$6,275.00**

ADDITIONAL WORK AUTHORIZATION

J. VEGA ENGINEERING, INC.
General Engineering Contractors
Lic # A-885900
805-479-6563

CHANGE ORDER #	DATE
201	5-31-18
CUSTOMER NAME	
Bernards Bros. Inc.	
STREET	
555 1st St.	
CITY	STATE/ZIP
San Fernando	CA

Original Job Information:

JOB NAME Elm School Reconstruction	LOCATION 450 E. Elm St. Oxnard, CA
JOB/CONTRACT # ~~Alex Rivera~~ 2" Domestic Water Re-Route	DATE

We hereby submit the following specifically described additional work:	
- On Date. 5-31-18	
Scope of Work: Re-routed 2.5" PVC. Sch. 40 Domestic	
water service to classrom Building +- 20 LF,	
Sand shade pipe, Backfill and Compact.	
1-One Foreman/Operator T: 8 hrs.	8 hrs.
2-Laborers @ 8 hrs T: 16 hrs.	16 hrs.
Equipment Cat Backhoe 8 hr.	1 DAY
Tool Truck 8 hr.	1 DAY
Compactor 8 hr:	1 DAY
Materials - 20Lf Sch. 40 2" PVC pipe, 2-2" Elbows, MJxFL	
adapters, 2" gate Valve, glue,	
Additional charge for above described work is: $ _____ Dollars with payments to be made as follows:	**TOTAL**

Additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
We propose hereby to furnish material and labor - complete in accordance with these specifications at above stated price.
Refer to bulletin that changed location of mechanical pads & had to move BW to accomodate that - AR

Respectfully submitted Juan Vega

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/7/18

ACCEPTANCE OF ADDITIONAL WORK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlline above.

Date of Acceptance

Signature

ADDITIONAL WORK AUTHORIZATION

J. VEGA ENGINEERING, INC.
General Engineering Contractors
Lic # A-885900
805-479-6563

CHANGE ORDER #	DATE
202	6-04-18
CUSTOMER NAME: Bernards Bros. Inc.	
STREET: 555 1st Street.	
CITY: San Fernando.	STATE/ZIP: CA

Original Job Information:

JOB NAME: Elm School Reconstruction LOCATION: 450 E. Elm St. Oxnard, CA

JOB/CONTRACT #: 2" Domestic Water Re-route DATE:

We hereby submit the following specifically described additional work:	
• Hand dig and Installed Underground 2" sch. 40 PVC Water Service From Meter Box to MPR Building Wall	
• Extend 2" Back Flow away From side walk and Re-route 1.5" PVC Irrigation Line	
2 Laborers @ 8 hrs EA	16 Hrs.
Foreman / Operator 8 hrs.	8 hrs.
Equipment: Tool truck 8 hr.	1 Day
Compactor 8 hr.	1 DAY
Materials: 2" PVC pipe 2 LF; 2" PVC sch 40 Elbows 1-2" gate Valve. Sand Shade, Tape	
Additional charge for above described work is: $ _____ Dollars with payments to be made as follows:	**TOTAL**

Additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
We propose hereby to furnish material and labor - complete in accordance with these specifications at above stated price.
This work had to happen because of the discrepancy between the size of the sidewalks in the civil drawings & in the B-Permit - AR

Respectfully submitted Juan Vega

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/7/18

ACCEPTANCE OF ADDITIONAL WORK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outline above.

Date of Acceptance

Signature

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	J VEGA ENGINEERING, INC	**Trade:**	Operating Engineer
Date:	6/23/2017	**Classification:**	Backhoe Operator
Project:	ELM ST, ELEMENTARY		
Rate Effective Through:	July 2, 2017	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$44.74	$ 93.00	$ 115.37
	Vacation & Holiday Accrual	$3.45		
	Hourly Taxable Wage Costs Subtotal	**$ 48.19**	**$ 93.00**	**$ 115.37**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.77	$ 5.77	$ 7.15
	Medicare	$ 0.65	$ 1.35	$ 1.67
	FUI	$ 0.05	$ 0.11	$ 0.14
	SUI	$ 0.39	$ 0.82	$ 1.02
	Workers Compensation Insurance	$ 9.46	$ 9.46	$ 9.46
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 13.33**	**$ 17.50**	**$ 19.44**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 11.45	$ 11.45	$ 11.45
	Pension & Retirement (or equivalent)	$ 9.65	$ 9.65	$ 9.65
	Training (or equivalent)	$ 0.95	$ 0.95	$ 0.95
	Hourly Benefits Subtotal	**$ 22.05**	**$ 22.05**	**$ 22.05**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 83.57**	**$ 132.55**	**$ 156.86**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	J VEGA ENGINEERING, INC	**Trade:**	Laborer (Group 3)
Date:	6/23/2017	**Classification:**	Journeyman
Project:	ELM ST, ELEMENTARY		
Rate Effective Through:	July 2, 2017	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$33.44	$ 50.16	$ 66.88
	Vacation & Holiday Accrual	$4.57	$4.57	$ 4.57
	Hourly Taxable Wage Costs Subtotal	**$ 38.01**	**$ 54.73**	**$ 71.45**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.07	$ 3.11	$ 4.15
	Medicare	$ 0.48	$ 0.73	$ 0.97
	FUI	$ 0.04	$ 0.06	$ 0.08
	SUI	$ 0.29	$ 0.44	$ 0.59
	Workers Compensation Insurance	$ 7.07	$ 7.07	$ 7.07
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 9.96**	**$ 11.41**	**$ 12.85**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.06	$ 7.06	$ 7.06
	Pension & Retirement (or equivalent)	$ 6.75	$ 6.75	$ 6.75
	Training (or equivalent)	$ 0.69	$ 0.69	$ 0.69
	Hourly Benefits Subtotal	**$ 14.50**	**$ 14.50**	**$ 14.50**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 62.47**	**$ 80.64**	**$ 98.80**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

ARCHITECTS

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 # 20 Narrative

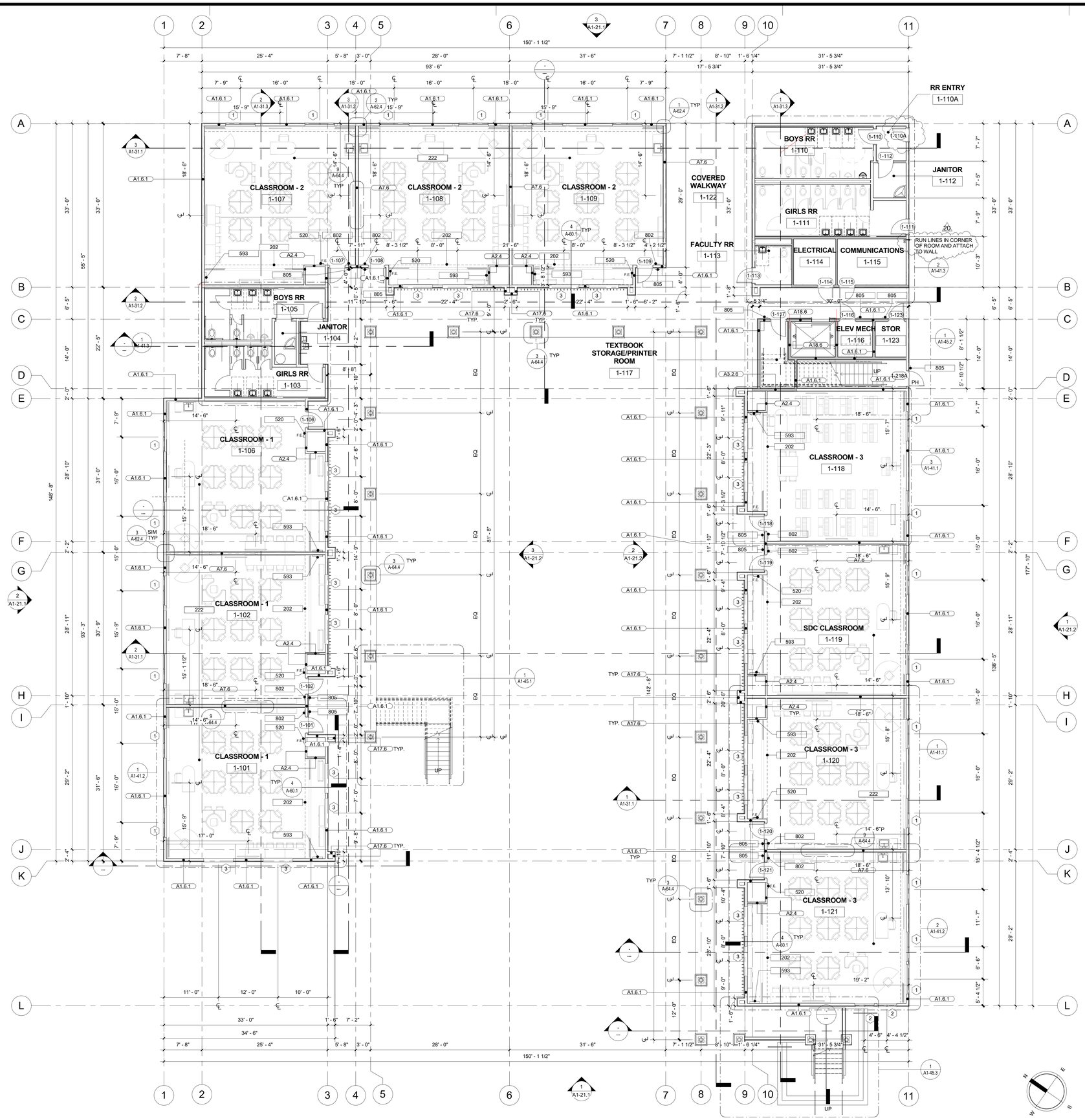
Revision: 01/05/2018

Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. It is ***not*** *an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin.* ***Do not proceed*** *with any items described in this Bulletin without written authorization from the Owner.*

Changes to Drawings and/or Specifications:
Revisions to Architecture sheets:
A1-11.1: Room 1-115, run exposed lines in corner of room and attach to the wall.
A1-11.2: Added chase to classroom 1-206. For room 1-211, run all line sets from communication room (1-115) below into mechanical closet on second floor. (1-211)
A-61.2: Wall types for reference.
M1-1.1: Revised locations of the condensate units and heat pump to be closer to the interior chase walls.
M1-2.0: Shown location of routed lines in mechanical closet in room 1-211.

Drawings
Sheet A1-11.1
Sheet A1-11.2
Sheet A-61.2
Sheet M1-1.1
Sheet M1-2.0

Distribution:
District
Contractor
IOR



?	DESCRIPTION
202	SOFFIT ABOVE - REFER TO REFLECTED CEILING PLANS
222	ONE HOUR RATED HORIZONTAL ASSEMBLY PER DETAIL 6/A-60.1
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
593	WALL RACK PER ELECTRICAL DRAWINGS
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3

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 A1-52.1
X	NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A1-52.2
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.

FLOOR PLAN - CLASSROOM BUILDING - LEVEL 1 | 1/8" = 1'-0" | 1 | **FLOOR PLAN LEGEND**

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMON No. C-18311 JAN. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
	RFI 122	8/21/17
20	BULLETIN #20	01/05/18

DATE ISSUED: APRIL 8, 2016
PROJECT NO: 1340159-Bldg 1
SCALE: As indicated

SHEET NUMBER: A1-11.1

SHEET TITLE:

CLASSROOM - BLDG 1 - FLOOR PLAN - LEVEL 1

SVA ARCHITECTS
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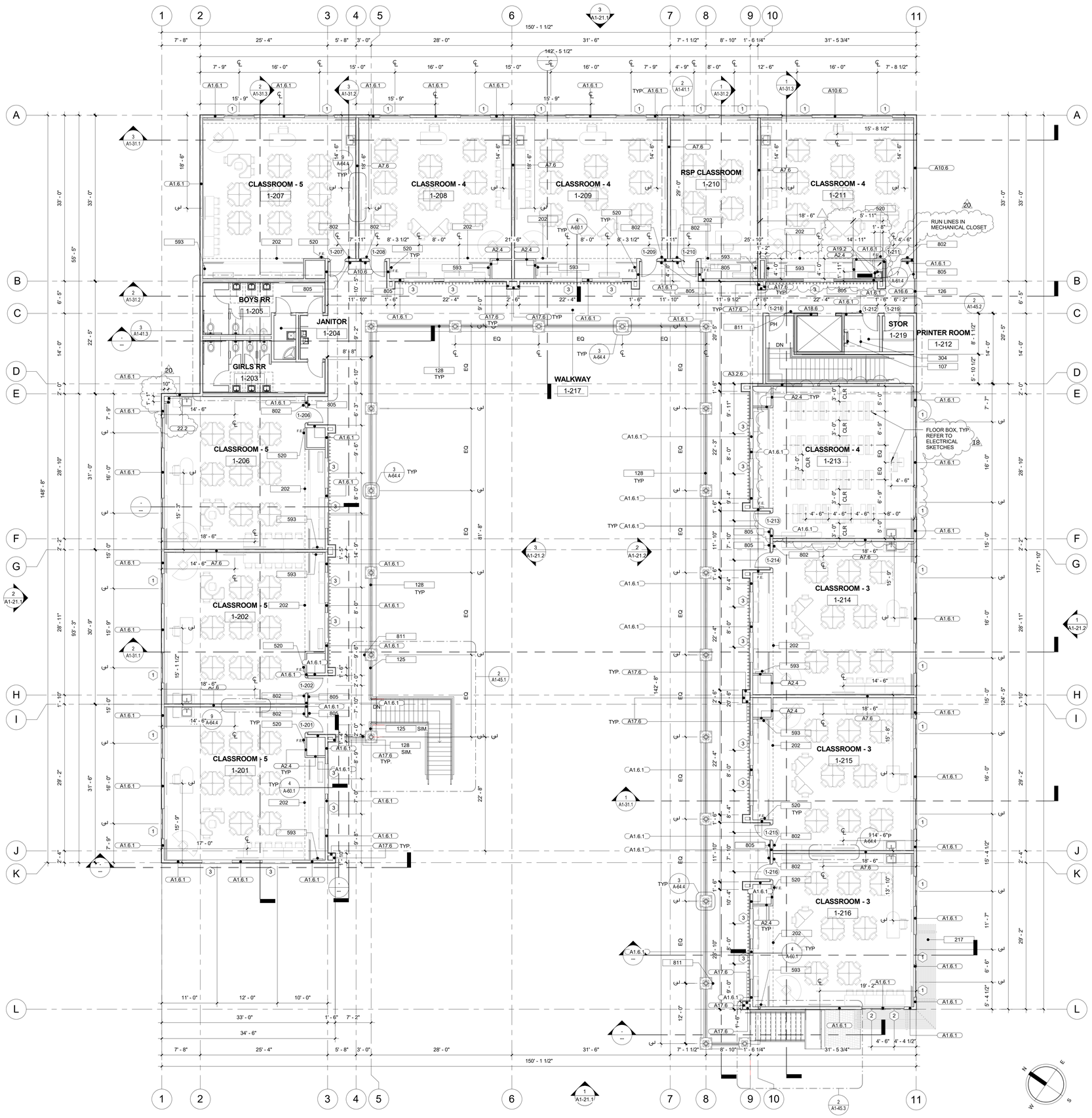

KEYNOTE LEGEND

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
101	NUMBER INDICATES DOOR PER SCHEDULE, REFER TO A1-52.1
X	NUMBER INDICATES WINDOW PER SCHEDULE, REFER TO A1-52.2
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
107	ROOF LADDER PER DETAIL 2/A-64.4
125	GUARDRAIL PER DETAIL 8/A-63.2
126	GUARDRAIL PER DETAIL 10/A-63.2
128	GUARDRAIL PER DETAIL 12/A-63.2
202	SOFFIT ABOVE - REFER TO REFLECTED CEILING PLANS
217	SUN SHADE AT ENTRANCE OF CLASSROOM BUILDING PER DETAIL 5/A-64.6
304	ROOF HATCH, SEE DETAIL 9/A-63.1
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
593	WALL RACK PER ELECTRICAL DRAWINGS
802	TACTILE EXIT SIGN, SEE DET. 9/GEN-3
805	ROOM IDENTIFICATION SIGN, SEE DET. 5/GEN-3
811	TACTILE EXIT STAIR DOWN SIGNAGE, SEE DET. 11/GEN-3

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMON No. C-18311 JAN. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
13	CCD # 13	10/27/17
18	BULLETIN #18	12/04/17
20	BULLETIN #20	01/05/18

DATE ISSUED: APRIL 8, 2016

PROJECT NO: 1340159-Bldg 1

SCALE: As indicated

SHEET NUMBER: A1-11.2

SHEET TITLE:

CLASSROOM - BLDG 1 - FLOOR PLAN - LEVEL 2

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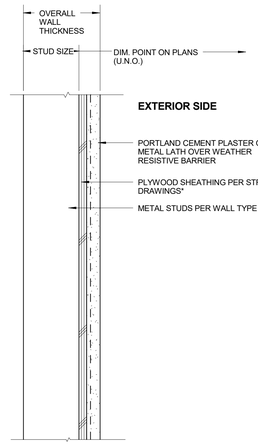
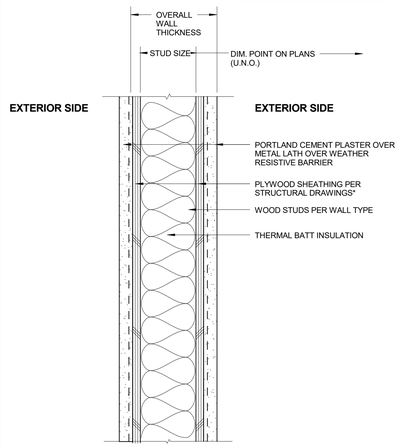
THIS SHEET IS FOR REFERENCE



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/S-621

TYPICAL FURRED WALL - PLASTER 3" = 1'-0" **21**



NOTE:
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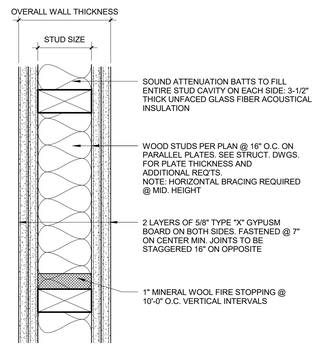
EXTERIOR PLASTER WALL (BOTH SIDES) 3" = 1'-0" **16**



NOTE:
1. SEE SHEET A-61.4 FOR PENETRATION ASSEMBLY DETAILS

FIRE WALL @ ADMIN 3" = 1'-0" **13**

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 / -	-

6 7/8"

A16 EXTERIOR WALL FINSIH (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

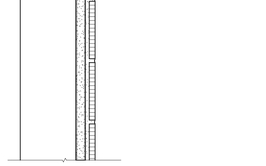
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
20.2	2 1/2"	16 GA.	16" O.C.	4"	-	20/ -	-

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"	16 GA.	16" O.C.	4"	-	21/ -	-

A22 TYPICAL FURRED WALL

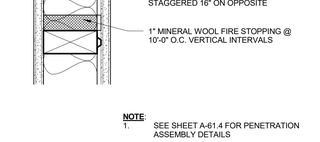
WALL TYPE	STUD SIZE	STUD TYPE	STUD SPACING	OVERALL WALL THK	DESIGN HT. LIMITS	DETAIL	REMARKS
22.2	2 1/2"	16 GA.	16" O.C.	4"	-	22/ -	-



TYPICAL FURRED WALL - TILE 3" = 1'-0" **20**

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/S-621

EXTERIOR PLASTER POP-OUT WALL 3" = 1'-0" **17**



NOTE:
1. SEE SHEET A-61.4 FOR PENETRATION ASSEMBLY DETAILS

FIRE WALL @ ADMIN 2 3" = 1'-0" **14**

TYPICAL FURRED WALL 3" = 1'-0" **22**

SHAFT WALL (ONE HOUR) 3" = 1'-0" **19**

ELEVATOR WALL (ONE HOUR) 3" = 1'-0" **18**

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/S-621

PLAN

FIRE WALL @ ADMIN - STAGGER'D STUDS 3" = 1'-0" **15**

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

6. ALL FIRE RATED WALLS SHALL TERMINATE AT STRUCTURE ABOVE UNLESS NOTED OTHERWISE. ALL FIRE RATED WALLS SHALL COMPLY WITH CBC CHAPTER 7

7. REFER TO SPECIFICATION DIVISIONS 22, 23 AND 26 FOR HVAC, PLUMBING, AND ELECTRICAL PENETRATION OF WALLS.

8. 2 1/2" X 14 GA. STUDS TO HAVE 1 3/8" FLANGE.

9. ALL STUD GAUGE AND SPACING TO BE MAINTAINED OR ADJUSTED TO MANUFACTURER'S DESIGN CRITERIA WHICHEVER IS MORE RESTRICTIVE. ALL LIMITING HEIGHTS ARE BASED ON SSMA (STEEL STUD MANUFACTURERS ASSOCIATION) SYSTEM. THE ALLOWABLE DEFLECTION FOR STUD WALLS SHALL BE:

L/360 - FOR EXTERNAL WALLS
L/360 - FOR INTERIOR WALLS WITH TILE OR WOOD PANEL FINISH
L/240 - ALL OTHER INTERIOR WALLS.

CONTRACTOR USING AN APPROVED EQUAL PRODUCT MUST SUBMIT FOR ARCHITECTS REVIEW A WALL TYPE SHEET. THIS SUBMITTAL TO INDICATE PROPER STUD GAUGE ND 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 GENERAL NOTES

TYPICAL WALLS

WALL TYPE SYMBOL LEGEND

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMONDS No. C-18501 JAN. 31, 2019 STATE OF CALIFORNIA

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A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
20	BULLETIN 20	01/05/18

DATE ISSUED: 01/08/16
PROJECT NO: 1340159
SCALE: 3" = 1'-0"
SHEET NUMBER: A-61.2
SHEET TITLE:

WALL TYPES - WOOD FRAMING

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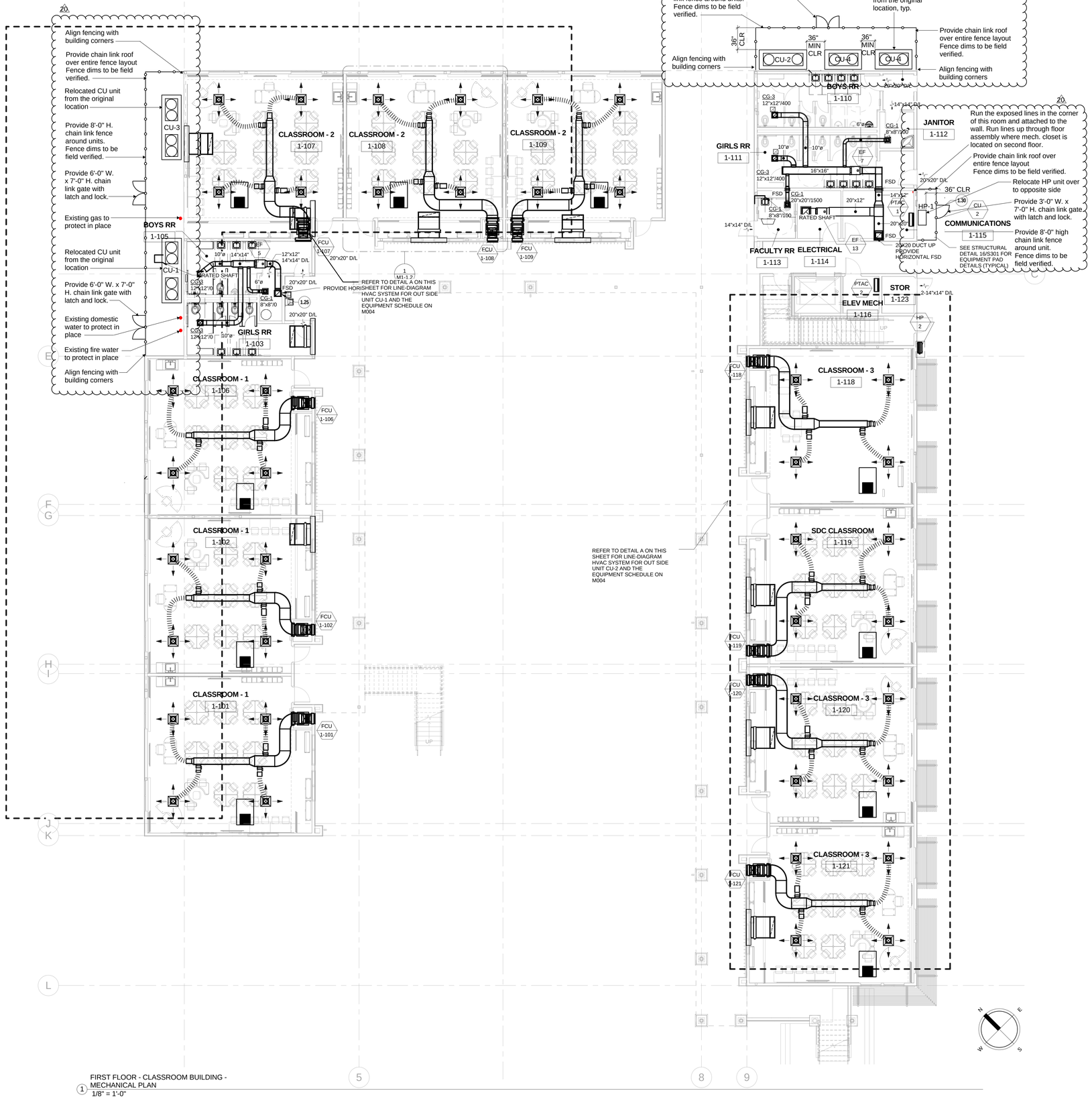


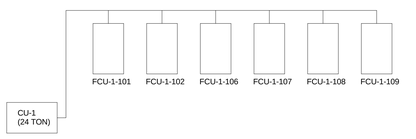
FIRST FLOOR - CLASSROOM BUILDING - MECHANICAL PLAN
1/8" = 1'-0"

KEYNOTES :

MARK

1.25 12"X12" DUCT UP THRU SECOND FLOOR TO F- SEE DETAIL #16 ON SHEET S-301.

1.30 6" DEEP PAD FOR MECHANICAL EQUIPMENT



1. THIS DIAGERAM INDICATES A TYPICAL SYSTEM FOR WEST AND NORTH CALSSROOMS ON THE 1ST LEVEL.

ALSO , THE FOLLOWING ARE SIMILAR GROUPINGS:

2. A 16 TON CU-2 OUTDOOR CONDENSING UNIT SERVING FCU-1-118, 119, 120, 121 FAN COIL UNITS IN EAST CLASSROOMS ON 1ST LEVEL.
3. A 24 TON CU-3 OUTDOOR CONDENSING UNIT SERVING FCU-1-201, 202, 206, 207, 208, 209 FAN COIL UNITS IN WEST AND PART NORTH CLASSROOMS ON THE 2ND LEVEL.
4. A 22 TON CU-4 OUTDOOR CONDENSING UNIT SERVING FCU-1-210, 211, 213, 214, 215, 216 FAN COIL UNITS IN NORTH AND EAST CLASSROOMS ON THE 2ND LEVEL.

A TYPICAL HVAC SYSTEM - SAMPLE LINE DIAGRAM

DESCRIPTION

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT ROBERT M. SVRE No. C-19571 JAN. 31, 2017 STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER JEREMIAH MEZA No. 22288 EXP. 12-31-17 MECHANICAL STATE OF CALIFORNIA

ROSHANIAN & ASSOCIATES, INC.
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
6404 WILSHIRE BLVD, SUITE #610 LOS ANGELES, CA 90048
TEL: (323) 933-5252 FAX: (323) 933-5589

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A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
20	BULLETIN 20	01/05/18

DATE ISSUED: 10/24/2014

PROJECT NO: 1340159

SCALE: 1/8" = 1'-0"

SHEET NUMBER: M1-1.1

SHEET TITLE: CLASSROOM BLDG - FIRST FLOOR - MECHANICAL PLAN

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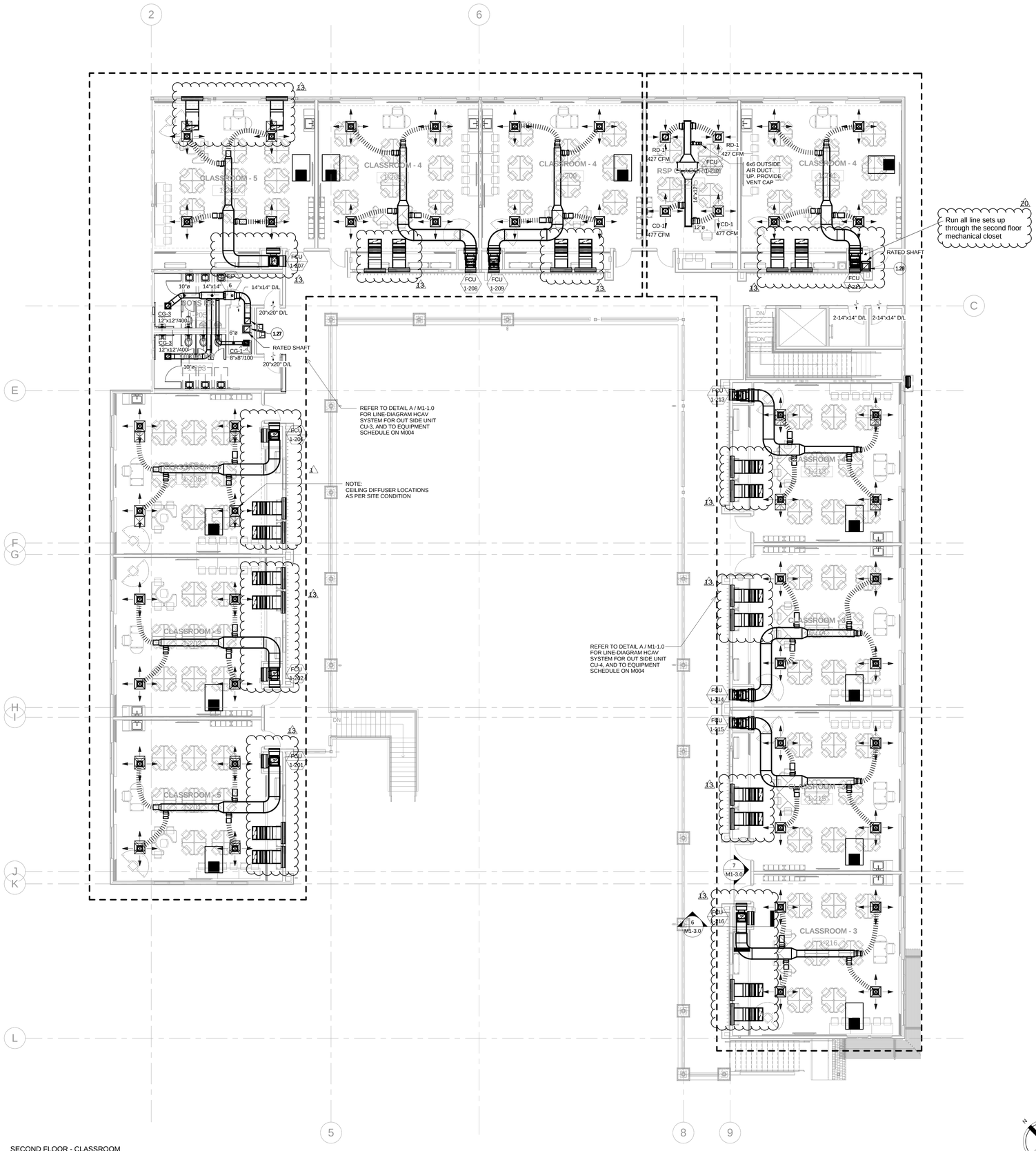

1 SECOND FLOOR - CLASSROOM BUILDING - MECHANICAL PLAN
1/8" = 1'-0"

KEYNOTES :

MARK	DESCRIPTION
1.27	12"X12" DUCT UP THRU ROOF
1.28	12"X14" DUCT UP THRU ROOF
4.11	3/4" CW DOWN TO L-2 (TYP.)
4.12	3/4" CW & HW DOWN TO SS-1
4.17	2" CW LINE UP TO RESTROOM GROUP ABOVE
4.18	3/4" HW LINE UP TO SS-1 ABOVE
4.20	1-1/2" CW DOWN TO WC-1 (TYP.)
4.21	1-1/2" CW DOWN TO WC-2
4.40	3/4" CW DOWN TO DRINKING FOUNTAINS
4.50	1" CW DOWN AND 1" HW UP FROM WATER HEATER
4.60	PROVIDE CW BALL VALVE IN CEILING WITH ACCESS HATCH
4.70	RESTROOM GROUP #1

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

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REVISIONS:

	DESCRIPTION	DATE
13	BULLETIN 13	10/26/17
20	BULLETIN 20	01/05/18

DATE ISSUED: 10/24/2014

PROJECT NO: 1340159

SCALE: 1/8" = 1'-0"

SHEET NUMBER: M1-2.0

SHEET TITLE:

CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN

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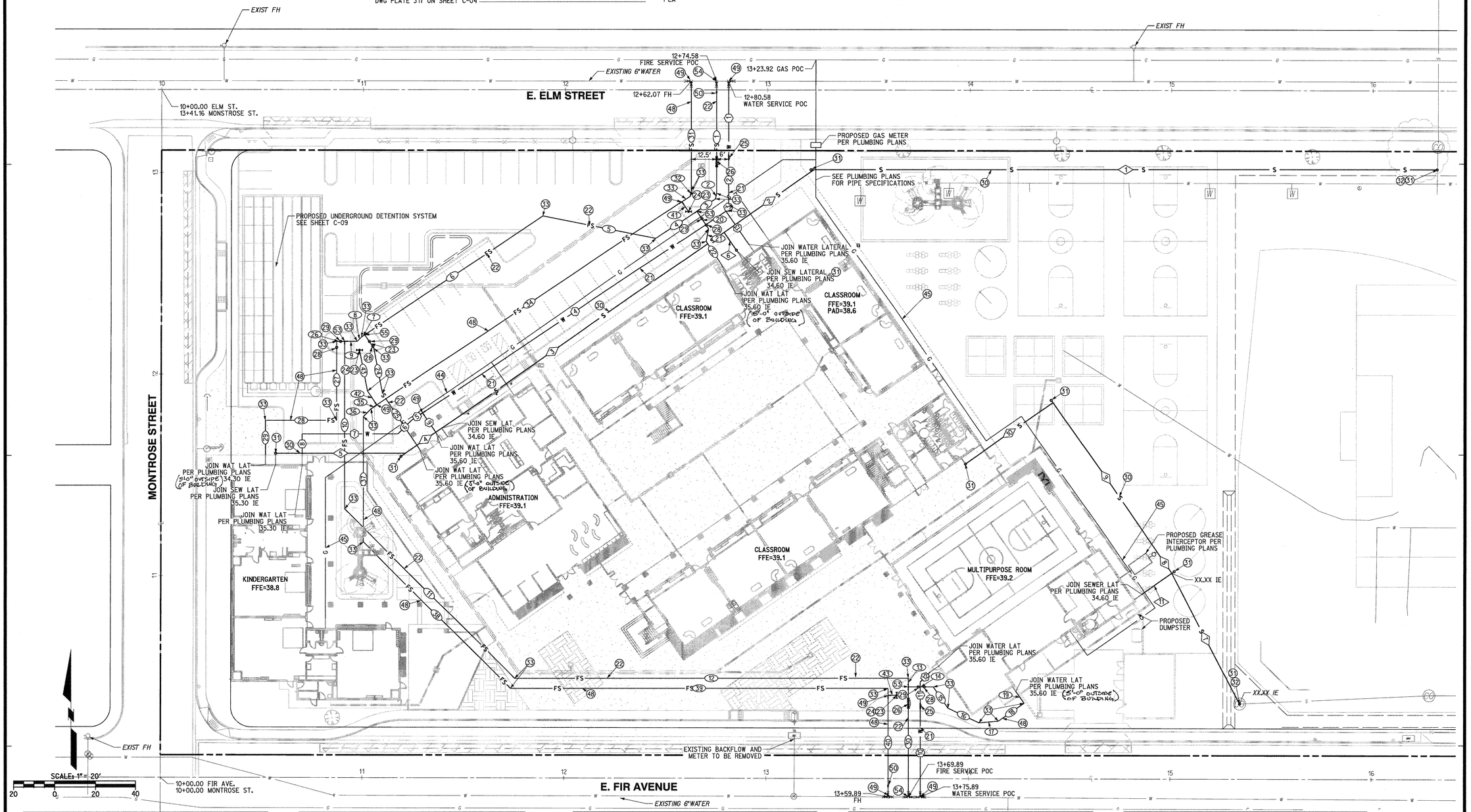
UTILITY CONSTRUCTION NOTES AND QUANTITY ESTIMATES

(21) INSTALL 6"PVC WATER SERVICE	397 LF	(28) INSTALL FIRE DEPARTMENT CONNECTIONS (FDC) PER NFPA 24 STANDARDS	1 EA
(22) INSTALL 8"PVC FIRE SERVICE WATER LINE	825 LF	(29) INSTALL POST INDICATOR VALVE (PIV) PER NFPA 24 STANDARDS	3 EA
(23) INSTALL FIRE HYDRANT PER CITY OF OXNARD STD DWG PLATE 300 ON SHEET C-04	2 EA	(30) INSTALL 6"PVC SEWER	920 LF
(24) INSTALL TYPICAL BARRICADES FOR FIRE HYDRANTS CITY OF OXNARD STD DWG PLATE 301 ON SHEET C-04	2 EA	(31) INSTALL 6"SEWER CLEANOUT PER CITY OF OXNARD STD DWG PLATE 407	4 EA
(25) INSTALL 6" WATER SERVICE, METER AND BACKFLOW PER PER CITY OF OXNARD STD DWG 310 ON SHEET C-04	2 EA	(32) CONNECT TO EXISTING SEWER PER CITY OF OXNARD STD DWG PLATE 401	2 EA
(26) INSTALL FIRE LINE SERVICE PER CITY OF OXNARD STD DWG PLATE 311 FEBCO 8"DOUBLE CHECK DETECTOR BACKFLOW 856ST ON SHEET C-04	2 EA	(33) INSTALL THRUST BLOCK PER CITY OF OXNARD STD DWG PLATE 320	23 EA
(27) INSTALL IRRIGATION WATER SERVICE AND METER PER CITY OF OXNARD STD DWG PLATE 317 ON SHEET C-04	1 EA	(45) INSTALL GAS SERVICE	800 LF
		(48) INSTALL 6"PVC FIRE SERVICE	330 LF
		(49) INSTALL 6"X6"X6" TEE	6 EA
		(50) INSTALL 8"TO 6" REDUCER	2 EA
		(51) INSTALL 90° BEND	7 EA
		(52) INSTALL 45° BEND	14 EA
		(53) INSTALL 8"X8"X6" TEE	1 EA
		(54) INSTALL 6"X6"X8" TEE	1 EA
		(55) INSTALL 8"X8"X8" TEE	1 EA



SEWER DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
1	N 90°00'00" W		310.62'	6" PVC
2	N 55°09'36" E		54.98'	6" PVC
3	N 55°09'36" E		176.91'	6" PVC
4	N 55°09'36" E		17.35'	6" PVC
5	N 90°00'00" W		64.81'	6" PVC
6	N 34°50'24" W		10.73'	6" PVC
7	N 27°45'19" W		73.32'	6" PVC
8	N 34°50'24" W		12.90'	6" PVC
9	N 34°50'24" W		91.70'	6" PVC
10	N 55°09'36" E		52.65'	6" PVC
11	N 55°09'36" E		19.79'	6" PVC

WATER LINE ANNOTATION

No.	DELTA OR BEARING	RADIUS	LENGTH	REMARKS
1	N00°00'00"E		36.78'	6" PVC
2	N00°00'00"E		24.45'	6" PVC
3	N11°15'00"E		2.80'	6" PVC
4	N56°15'00"E		180.98'	6" PVC
5	N56°15'00"E		6.71'	6" PVC
6	N45°00'00"E		9.39'	6" PVC
7	N90°00'00"W		47.96'	6" PVC
8	N00°00'00"W		10.00'	6" PVC
9	N33°45'00"W		11.53'	6" PVC
10	N00°00'00"W		44.04'	6" PVC
11	N00°00'00"W		13.11'	6" PVC
12	N45°00'00"E		6.93'	6" PVC
13	N34°49'35"W		20.11'	6" PVC

FIRE WATER DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
1	N 0°00'00" E		55.58'	8" PVC
2	N 11°15'00" E		2.89'	8" PVC
3	N 56°15'00" E		11.09'	8" PVC
4	N 56°15'00" E		24.07'	8" PVC
5	N 78°45'00" W		57.03'	8" PVC
6	N 56°15'00" E		106.07'	8" PVC
7	N 56°15'00" E		2.00'	8" PVC
8	N 45°00'00" E		3.00'	8" PVC
9	N 90°00'00" W		6.24'	8" PVC
10	N 0°00'00" E		83.06'	8" PVC
11	N 45°00'00" W		119.00'	8" PVC
12	N 90°00'00" W		194.33'	8" PVC
13	N 0°00'00" E		4.31'	8" PVC
14	N 90°00'00" W		12.44'	8" PVC
15	N 34°50'24" W		12.88'	8" PVC
16	N 64°50'24" W		17.13'	8" PVC
17	N 85°09'36" E		10.02'	8" PVC
18	N 55°09'36" E		15.51'	8" PVC
19	N 34°50'24" W		7.21'	6" PVC

FIRE WATER DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
20	N 33°45'00" W		10.44'	8" PVC
21	N 11°15'00" E		6.35'	8" PVC
22	N 33°45'00" W		12.39'	8" PVC
23	N 33°45'00" W		8.10'	8" PVC
24	N 11°15'00" W		22.96'	8" PVC
25	N 33°45'00" W		32.73'	8" PVC
26	N 90°00'00" W		4.00'	8" PVC
27	N 0°00'00" E		39.19'	8" PVC
28	N 90°00'00" W		35.41'	8" PVC
29	N 0°00'00" E		17.15'	8" PVC
30	N 0°00'00" E		54.65'	8" PVC
31	N 0°00'00" E		54.29'	6" PVC
32	N 11°15'00" E		2.89'	6" PVC
33	N 56°15'00" E		4.91'	6" PVC
34	N 56°15'00" E		181.33'	6" PVC
35	N 56°15'00" E		3.41'	6" PVC
36	N 45°00'00" E		5.47'	6" PVC
37	N 0°00'00" E		62.08'	6" PVC
38	N 45°00'00" W		102.90'	6" PVC

FIRE WATER DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
39	N 90°00'00" W		186.40'	6" PVC
40	N 0°00'00" E		53.90'	6" PVC
41	N 33°45'00" W		5.84'	6" PVC
42	N 33°45'00" W		8.34'	6" PVC
43	N 11°15'00" W		20.72'	6" PVC
44	N 90°00'00" W		4.25'	6" PVC

811 Know what's below. Call before you dig. Call at least 2 working days prior to excavating.

CAUTION: EXACT LOCATION OF EXISTING UNDERGROUND FACILITIES IS UNKNOWN. CONTRACTOR TO VERIFY IN FIELD.

REGISTERED PROFESSIONAL ENGINEER ROBERT A. STOCKTON No. C033591 Exp. 6-30-16 CIVIL STATE OF CALIFORNIA

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA, 93033

LICENSED ARCHITECT ROBERT M. SIMARD No. C-18571 Jan. 31, 2013 STATE OF CALIFORNIA

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: APRIL 08, 2016
PROJECT NO: 1340159
SCALE: 1"=20'
SHEET NUMBER: C-08
SHEET TITLE:

UTILITY PLAN

RICK ENGINEERING COMPANY
1770 IOWA AVENUE
SUITE 100
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
San Diego - Orange - San Luis Obispo
Sacramento - Bakersfield - Tucson - Phoenix
rickengineering.com

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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G:\17139\Civil\17139grd08.dgn PLOT DATE: 01-JUN-2016 JN 17139

CONTINGENCY ALLOCATION REQUEST

CAR No. 662 R2

Project: Elm Elementary School Reconstruction Project

Date: 4/2/2019

DESCRIPTION OF WORK

Relocate FW Backflow

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-9,617
	Subtotal:	-9,617

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to relocate FW backflow preventer along Fir St. Reason: Backflow preventer was installed behind sidewalk per bid documents. Bulletin 8 changed width of bus turnout sidewalk from 5 feet to 7 feet, after backflow preventer had been installed. Backflow preventer needed to be moved back 2 feet. This is additional work/rework not included in the original scope. Requested By: SVA Architects. Ref: Bid Set C-08, Bid Set Offsite Plan Sheet 4, Bulletin 8	J Vega Engineering Inc	9,617
	Subtotal:	9,617

Total Change Order Request Amount: **0**

ACKNOWLEDGEMENT

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

INVOICE

J. VEGA ENGINEERING, INC.
PO BOX 6910 Oxnard, CA 93031
P: 805-479-6563
E: JVEGAENGINEERING@YAHOO.COM
State Contractor Lic # A-885900

Date: 5-31-18

C.O.R #16

8" Backflow Relocation

To

Bernards Bros. INC
555 First Street, San Fernando, CA

Ticket Number	Terms	Rep	Ship	Via	F.O.B	Project
204,205,206 PER B PERMIT	T & M				Site Utilities	ELM ELEM. SCHOOL

INV. D	DESCRIPTION	LABORER	EQUIPMENT	MATERIALS	Amount
204 6-05-18	Worked on relocating 8" Fire Backflow on Fir Ave. approx. 5' north. Of existing location due to new side walk width increase per B Permit. To include disassemble and additional 8" D.I fittings.	-Laborer: 16 hrs. @ $62.47 T: $999.52 -Operator: 8 hrs. @ $83.57 T: $668.56 Total: $1,668.00	Tool Truck: 1 day @ $445.00 Cat Backhoe: 1 day @ 350.00 Total: $795.00	Excavation and disassemble of unit only. Total: $00.00	Total: $2,463.00
205 6-06-18	Bolted together 8" Backflow with additional fittings and trust blocks to new location.	Laborer: 16 hrs. @ $62.47 T: $999.52 Operator: 8 hrs. @ $83.57 T: $668.56	Tool Truck: 1 day @ $445.00 Cat Backhoe: 1 day $350.00 Dirt compactor: 1 day @ $120.00	-3-8" D.I. spools, -4-90* elbows -1-36" FXF spool, 6 sets of nuts and bolts w/ gaskets, concrete.	

		Total: $1,668.00	Total: $915.00	Total: $1,853.00	Total: $4,436.00
206 6-07-18	Finished 8" Backflow installation to include backfill and compaction of trenches.	Laborer: 8 hrs. @ $62.47 T: $499.76 Operator: 4 hrs. @ $83.57 T: $334.28 Total: $ 834.04	-Cat Backhoe: ½ day T: $175.00 -Tool Truck: ½ day $230.00 Air Compressor and pounder puff: ½ day T: $225.00 Total: $630.00	Fill sand T: $00.00	Total: $1,464.00

Subtotal	$8,363.00
15% mark up	$1,254.00
Total	**$9,617.00**

Make all checks payable to J. VEGA ENGINEERING, INC.

Thank you for your business!

ADDITIONAL WORK AUTHORIZATION

J. VEGA ENGINEERING, INC.
General Engineering Contractors
Lic # A-885900
805-479-6563

CHANGE ORDER # 204	DATE 6-05-18
CUSTOMER NAME Bernards Bros. Inc.	
STREET 555 1st Street	
CITY San Fernando	STATE/ZIP CA

Original Job Information:

JOB NAME Elm School Reconstruction	LOCATION 450 E. Elm St. Ontario, CA
JOB/CONTRACT # 8" BACKFLOW 8" FIRE LINE EXTENSION	DATE

We hereby submit the following specifically described additional work:	
Re-Locate 8" Back Flow Preventer on First St.	
- Moved Back 3' Away From Side Walk.	
(to Include Disassembled of 8" Back Flow and Spools)	
- Get Materials Needed to Extend Unit	
2 Laborers @ 8 hrs. EA	16 hrs.
Foreman / Operator 8 hrs.	8 hrs.
Equipment: Tool truck	8 hr.
Back hoe	8 hr.
Materials: N/A 0.0	
This work had to happen because of the discrepancy in the width of the sidewalks between the civil & B-Permits -AR	
Additional charge for above described work is: $ _____ Dollars with payments to be made as follows:	**TOTAL**

Additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
We propose hereby to furnish material and labor - complete in accordance with these specifications at above stated price.

Respectfully submitted Juan Vega

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/7/18

ACCEPTANCE OF ADDITIONAL WORK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlline above.

Date of Acceptance

Signature

ADDITIONAL WORK AUTHORIZATION

J. VEGA ENGINEERING, INC.
General Engineering Contractors
Lic # A-885900
805-479-6563

CHANGE ORDER # 205	DATE 6-06-18
CUSTOMER NAME Bernards Bros. Inc.	
STREET 555 1st. Street	
CITY San Fernando	STATE/ZIP CA

Original Job Information:

JOB NAME 8" Backflow Relocation LOCATION 450 E. Elm St. Oxnard, CA

JOB/CONTRACT # Elm school Reconstruction DATE

We hereby submit the following specifically described additional work:

- Put together 8" DDC Backflow 3' Away From Back of Side walk with (4) 8" 45° Elbows, 2-36" x 8" spools, 55 nuts, Gaskets	
- Poured 2 trust Blocks Behind elbows,	
- Backfill and Compact to Finish job.	
2 Laborers @ 8 hrs. EA.	16 hrs.
Foreman/operator	8 hrs.
Equipment: Backhoe 8hr. Tool truck 8 hrs	8 hrs
Compactor 8 hr.	8 hrs.
Materials: (4) 8" 90° Elbows, (3) 12" x 8" spools, (2) 36" x 8"	
spools: Bolts and Gasquets, 1 Cy. Concrete	

Additional charge for above described work is: $ _____ Dollars with payments to be made as follows:

TOTAL

Additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
We propose hereby to furnish material and labor - complete in accordance with these specifications at above stated price.
This had to be done because of the changes in sidewalk width between civil & B-Permit -AR

Respectfully submitted Juan Vega

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/7/18

ACCEPTANCE OF ADDITIONAL WORK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlline above.

Date of Acceptance

Signature

ADDITIONAL WORK AUTHORIZATION

J. VEGA ENGINEERING, INC.
General Engineering Contractors
Lic # A-885900
805-479-6563

CHANGE ORDER #	DATE
206	6-07-18
CUSTOMER NAME: Bernards Bros. Inc.	
STREET: 555 1st Street	
CITY: San Fernando	STATE/ZIP: CA

Original Job Information:

JOB NAME: Elm School Reconstruction LOCATION: 450 E. Elm Street, Oxnard, CA

JOB/CONTRACT #: D.D.C. 8" Fire/Gas Reroute DATE:

We hereby submit the following specifically described additional work:		
- Finish Backfill and Compaction on 8" DDC		
Backflow Preventer on Fir Street.		
~~Worker on Relocate and Fuse Weld 2" Gas Riser @ M.P.K Building~~		
2 Laborers @ ~~8~~ hr. EA.	8	~~16~~ 16 hrs.
Foreman Operator ~~8 hr.~~ Hours Adjusted AR	4	~~8~~ hrs.
Equipment: Cat Backhoe 8 hr.		1 day
Tool Truck, Compactor		1 day
Air Compressor, Powder Puf		1 Day
Materials: 2-2" PVC TEE, 6-2" 90° elbow PVC.		
~~For Gas Line~~ Gas Pipe Fuse Machine		1 Day
Additional charge for above described work is: $ _____ Dollars with payments to be made as follows:		**TOTAL**

Additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
We propose hereby to furnish material and labor - complete in accordance with these specifications at above stated price.
Had to be done because of the changes in sidewalk width between Civil & B-permit AR

Respectfully submitted Juan Vega

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/7/18

ACCEPTANCE OF ADDITIONAL WORK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlline above.

Date of Acceptance

Signature

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	J VEGA ENGINEERING, INC	**Trade:**	Operating Engineer
Date:	6/23/2017	**Classification:**	Backhoe Operator
Project:	ELM ST, ELEMENTARY		
Rate Effective Through:	July 2, 2017	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$44.74	$ 93.00	$ 115.37
	Vacation & Holiday Accrual	$3.45		
	Hourly Taxable Wage Costs Subtotal	**$ 48.19**	**$ 93.00**	**$ 115.37**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.77	$ 5.77	$ 7.15
	Medicare	$ 0.65	$ 1.35	$ 1.67
	FUI	$ 0.05	$ 0.11	$ 0.14
	SUI	$ 0.39	$ 0.82	$ 1.02
	Workers Compensation Insurance	$ 9.46	$ 9.46	$ 9.46
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 13.33**	**$ 17.50**	**$ 19.44**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 11.45	$ 11.45	$ 11.45
	Pension & Retirement (or equivalent)	$ 9.65	$ 9.65	$ 9.65
	Training (or equivalent)	$ 0.95	$ 0.95	$ 0.95
	Hourly Benefits Subtotal	**$ 22.05**	**$ 22.05**	**$ 22.05**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 83.57**	**$ 132.55**	**$ 156.86**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	J VEGA ENGINEERING, INC	**Trade:**	Laborer (Group 3)
Date:	6/23/2017	**Classification:**	Journeyman
Project:	ELM ST, ELEMENTARY		
Rate Effective Through:	July 2, 2017	**Union :** [X]	**Non Union:** [ ]

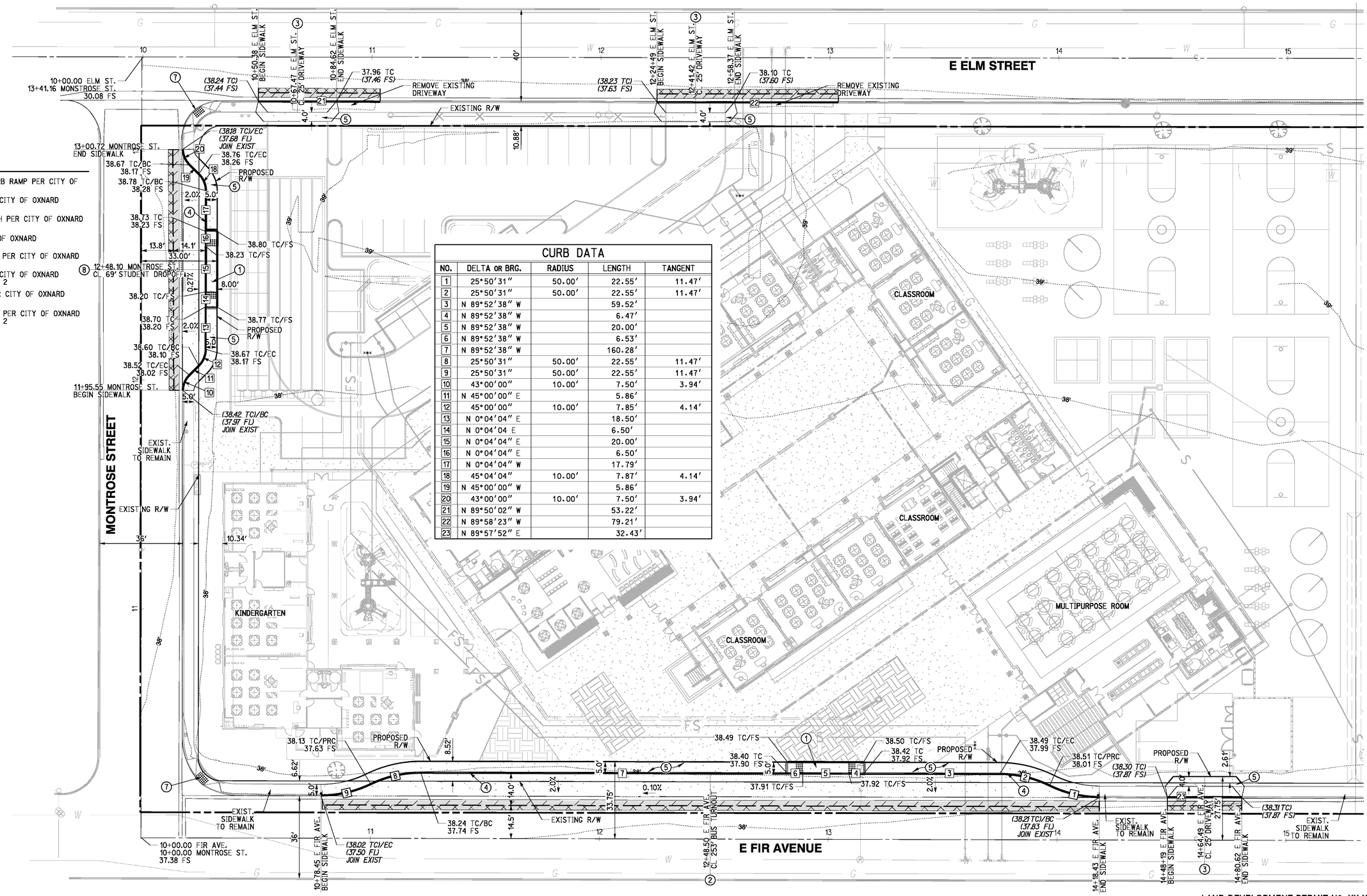
		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$33.44	$ 50.16	$ 66.88
	Vacation & Holiday Accrual	$4.57	$4.57	$ 4.57
	Hourly Taxable Wage Costs Subtotal	**$ 38.01**	**$ 54.73**	**$ 71.45**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.07	$ 3.11	$ 4.15
	Medicare	$ 0.48	$ 0.73	$ 0.97
	FUI	$ 0.04	$ 0.06	$ 0.08
	SUI	$ 0.29	$ 0.44	$ 0.59
	Workers Compensation Insurance	$ 7.07	$ 7.07	$ 7.07
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 9.96**	**$ 11.41**	**$ 12.85**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.06	$ 7.06	$ 7.06
	Pension & Retirement (or equivalent)	$ 6.75	$ 6.75	$ 6.75
	Training (or equivalent)	$ 0.69	$ 0.69	$ 0.69
	Hourly Benefits Subtotal	**$ 14.50**	**$ 14.50**	**$ 14.50**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 62.47**	**$ 80.64**	**$ 98.80**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

CONSTRUCTION NOTES

1. CONSTRUCT CASE B, TYPE 1 CURB RAMP PER CITY OF OXNARD PLATE 110 ON SHEET 2
2. CONSTRUCT BUS TURNOUT PER CITY OF OXNARD PLATE 200 ON SHEET 2
3. CONSTRUCT DRIVEWAY APPROACH PER CITY OF OXNARD PLATE 115 ON SHEET 2
4. CONSTRUCT 6"CURB PER CITY OF OXNARD PLATE 111 ON SHEET 3
5. PLACE 4"PCC SIDEWALK, JOINTS PER CITY OF OXNARD PLATE 113 ON SHEET 3
6. CONSTRUCT BUS TURNOUT PER CITY OF OXNARD MODIFIED PLATE 200 ON SHEET 2
7. INSTALL TRUNCATED DOMES PER CITY OF OXNARD PLATE 110 ON SHEET 2
8. CONSTRUCT STUDENT DROP OFF PER CITY OF OXNARD MODIFIED PLATE 200 ON SHEET 2



CURB DATA				
NO.	DELTA OR BRG.	RADIUS	LENGTH	TANGENT
1	25°50'31"	50.00'	22.55'	11.47'
2	25°50'31"	50.00'	22.55'	11.47'
3	N 89°52'38" W		59.52'	
4	N 89°52'38" W		6.47'	
5	N 89°52'38" W		20.00'	
6	N 89°52'38" W		6.53'	
7	N 89°52'38" W		160.28'	
8	25°50'31"	50.00'	22.55'	11.47'
9	25°50'31"	50.00'	22.55'	11.47'
10	43°00'00"	10.00'	7.50'	3.94'
11	N 45°00'00" E		5.86'	
12	45°00'00"	10.00'	7.85'	4.14'
13	N 0°04'04" E		18.50'	
14	N 0°04'04 E		6.50'	
15	N 0°04'04" E		20.00'	
16	N 0°04'04" E		6.50'	
17	N 0°04'04" W		17.79'	
18	45°04'04"	10.00'	7.87'	4.14'
19	N 45°00'00" W		5.86'	
20	43°00'00"	10.00'	7.50'	3.94'
21	N 89°50'02" W		53.22'	
22	N 89°58'23" W		79.21'	
23	N 89°57'52" E		32.43'	

SCALE: 1" = 20'

20 0 20 40

LAND DEVELOPMENT PERMIT NO. XX-XXX-XX

PRELIMINARY
NOT FOR CONSTRUCTION

NOTE:
THIS PLAN IS APPROVED FOR CONSTRUCTION WHEN SIGNED BY THE PERMITTING AGENCY AND CIVIL ENGINEER, AND A PERMIT IS ISSUED.

PREPARED BY:

RICK ENGINEERING COMPANY
1770 IOWA AVENUE - SUITE 100
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
rickengineering.com
Riverside San Diego-Orange-San Luis Obispo-Bakersfield-Sacramento-Phoenix-Tucson

ROBERT A STOCKTON, R.C.E. No. 33591 DATE

REGISTERED PROFESSIONAL ENGINEER
ROBERT A. STOCKTON
No. C033591
Exp. 6-30-18
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY:
DATE
DATE

CITY OF OXNARD CALIFORNIA DEVELOPMENT SERVICES DEPARTMENT

STREET IMPROVEMENTS
ELM STREET ELEMENTARY SCHOOL

APPROVED: CITY ENGINEER R.C.E. 46333 DATE

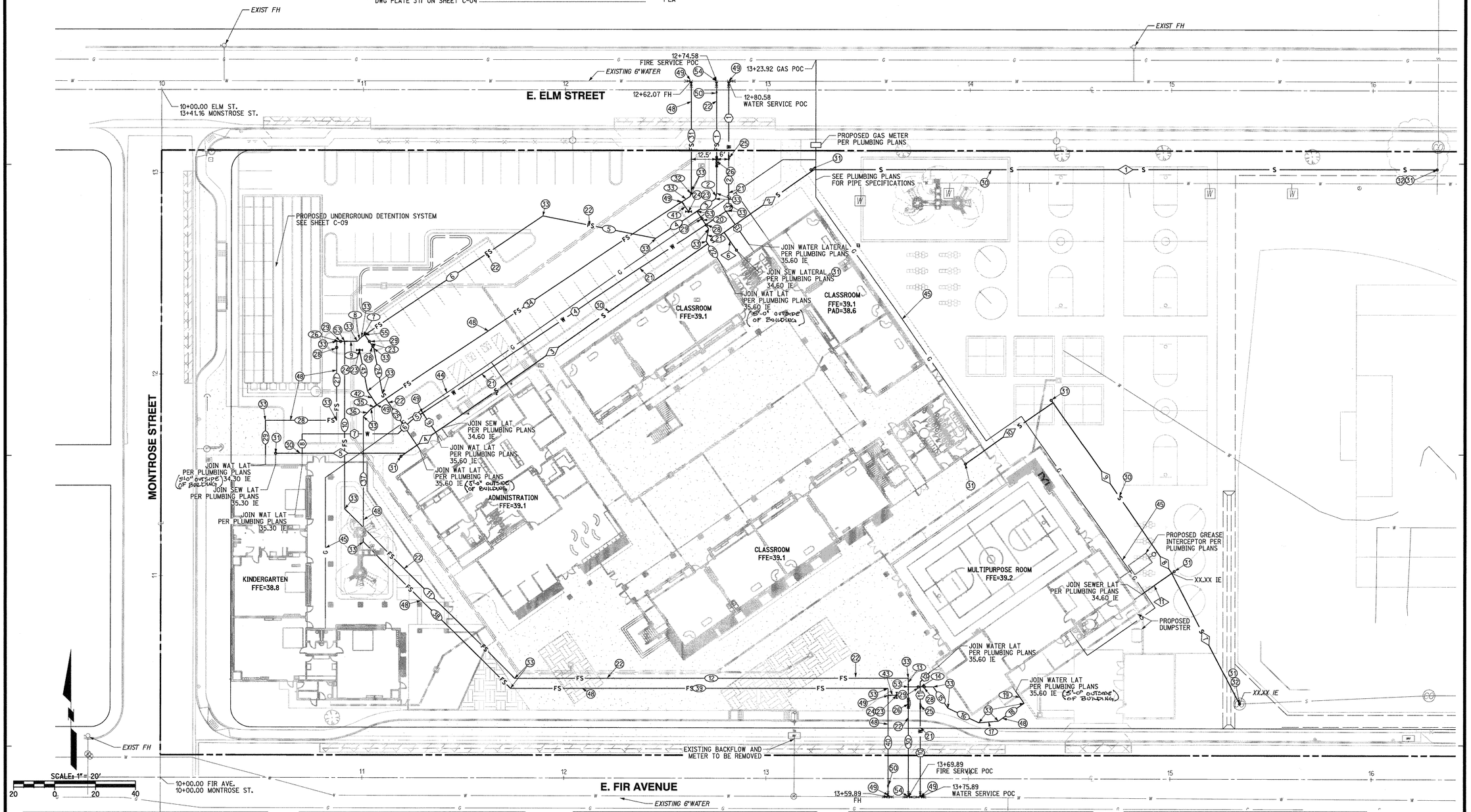
SCALE: HORIZ.: 1"=20' VERT.: NONE
SHEET No. 4 OF 4
DESIGN BY: EB
DRAWING NUMBER
CHECKED BY: JB/KW

G:\17139\Civil\17139Imp04.dgn
G:\17139\Administration\Send\20161010 Off Site to Tom\RIV CorpSide 2005.dscript
10-OCT-2016 16:46

305

UTILITY CONSTRUCTION NOTES AND QUANTITY ESTIMATES

21	INSTALL 6"PVC WATER SERVICE	397 LF
22	INSTALL 8"PVC FIRE SERVICE WATER LINE	825 LF
23	INSTALL FIRE HYDRANT PER CITY OF OXNARD STD DWG PLATE 300 ON SHEET C-04	2 EA
24	INSTALL TYPICAL BARRICADES FOR FIRE HYDRANTS CITY OF OXNARD STD DWG PLATE 301 ON SHEET C-04	2 EA
25	INSTALL 6" WATER SERVICE, METER AND BACKFLOW PER PER CITY OF OXNARD STD DWG 310 ON SHEET C-04	2 EA
26	INSTALL FIRE LINE SERVICE PER CITY OF OXNARD STD DWG PLATE 311 FEBCO 8"DOUBLE CHECK DETECTOR BACKFLOW 856ST ON SHEET C-04	2 EA
27	INSTALL IRRIGATION WATER SERVICE AND METER PER CITY OF OXNARD STD DWG PLATE 317 ON SHEET C-04	1 EA
28	INSTALL FIRE DEPARTMENT CONNECTIONS (FDC) PER NFPA 24 STANDARDS	1 EA
29	INSTALL POST INDICATOR VALVE (PIV) PER NFPA 24 STANDARDS	3 EA
30	INSTALL 6"PVC SEWER	920 LF
31	INSTALL 6"SEWER CLEANOUT PER CITY OF OXNARD STD DWG PLATE 407	4 EA
32	CONNECT TO EXISTING SEWER PER CITY OF OXNARD STD DWG PLATE 401	2 EA
33	INSTALL THRUST BLOCK PER CITY OF OXNARD STD DWG PLATE 320	23 EA
45	INSTALL GAS SERVICE	800 LF
48	INSTALL 6"PVC FIRE SERVICE	330 LF
49	INSTALL 6"X6"X6" TEE	6 EA
50	INSTALL 8"TO 6" REDUCER	2 EA
51	INSTALL 90° BEND	7 EA
52	INSTALL 45° BEND	14 EA
53	INSTALL 8"X8"X6" TEE	1 EA
54	INSTALL 6"X6"X8" TEE	1 EA
55	INSTALL 8"X8"X8" TEE	1 EA



SEWER DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
1	N 90°00'00" W		310.62'	6" PVC
2	N 55°09'36" E		54.98'	6" PVC
3	N 55°09'36" E		176.91'	6" PVC
4	N 55°09'36" E		17.35'	6" PVC
5	N 90°00'00" W		64.81'	6" PVC
6	N 34°50'24" W		10.73'	6" PVC
7	N 27°45'19" W		73.32'	6" PVC
8	N 34°50'24" W		12.90'	6" PVC
9	N 34°50'24" W		91.70'	6" PVC
10	N 55°09'36" E		52.65'	6" PVC
11	N 55°09'36" E		19.79'	6" PVC

WATER LINE ANNOTATION

No.	DELTA OR BEARING	RADIUS	LENGTH	REMARKS
1	N00°00'00"E		36.78'	6" PVC
2	N00°00'00"E		24.45'	6" PVC
3	N11°15'00"E		2.80'	6" PVC
4	N56°15'00"E		180.98'	6" PVC
5	N56°15'00"E		6.71'	6" PVC
6	N45°00'00"E		9.39'	6" PVC
7	N90°00'00"W		47.96'	6" PVC
8	N00°00'00"W		10.00'	6" PVC
9	N33°45'00"W		11.53'	6" PVC
10	N00°00'00"W		44.04'	6" PVC
11	N00°00'00"W		13.11'	6" PVC
12	N45°00'00"E		6.93'	6" PVC
13	N34°49'35"W		20.11'	6" PVC

FIRE WATER DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
1	N 0°00'00" E		55.58'	8" PVC
2	N 11°15'00" E		2.89'	8" PVC
3	N 56°15'00" E		11.09'	8" PVC
4	N 56°15'00" E		24.07'	8" PVC
5	N 78°45'00" W		57.03'	8" PVC
6	N 56°15'00" E		106.07'	8" PVC
7	N 56°15'00" E		2.00'	8" PVC
8	N 45°00'00" E		3.00'	8" PVC
9	N 90°00'00" W		6.24'	8" PVC
10	N 0°00'00" E		83.06'	8" PVC
11	N 45°00'00" W		119.00'	8" PVC
12	N 90°00'00" W		194.33'	8" PVC
13	N 0°00'00" E		4.31'	8" PVC
14	N 90°00'00" W		12.44'	8" PVC
15	N 34°50'24" W		12.88'	8" PVC
16	N 64°50'24" W		17.13'	8" PVC
17	N 85°09'36" E		10.02'	8" PVC
18	N 55°09'36" E		15.51'	8" PVC
19	N 34°50'24" W		7.21'	6" PVC

FIRE WATER DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
20	N 33°45'00" W		10.44'	8" PVC
21	N 11°15'00" E		6.35'	8" PVC
22	N 33°45'00" W		12.39'	8" PVC
23	N 33°45'00" W		8.10'	8" PVC
24	N 11°15'00" W		22.96'	8" PVC
25	N 33°45'00" W		32.73'	8" PVC
26	N 90°00'00" W		4.00'	8" PVC
27	N 0°00'00" E		39.19'	8" PVC
28	N 90°00'00" W		35.41'	8" PVC
29	N 0°00'00" E		17.15'	8" PVC
30	N 0°00'00" E		54.65'	8" PVC
31	N 0°00'00" E		54.29'	6" PVC
32	N 11°15'00" E		2.89'	6" PVC
33	N 56°15'00" E		4.91'	6" PVC
34	N 56°15'00" E		181.33'	6" PVC
35	N 56°15'00" E		3.41'	6" PVC
36	N 45°00'00" E		5.47'	6" PVC
37	N 0°00'00" E		62.08'	6" PVC
38	N 45°00'00" W		102.90'	6" PVC

FIRE WATER DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
39	N 90°00'00" W		186.40'	6" PVC
40	N 0°00'00" E		53.90'	6" PVC
41	N 33°45'00" W		5.84'	6" PVC
42	N 33°45'00" W		8.34'	6" PVC
43	N 11°15'00" W		20.72'	6" PVC
44	N 90°00'00" W		4.25'	6" PVC

811 Know what's below. Call before you dig.
Call at least 2 working days prior to excavating.

CAUTION:
EXACT LOCATION OF EXISTING UNDERGROUND FACILITIES IS UNKNOWN. CONTRACTOR TO VERIFY IN FIELD.

REGISTERED PROFESSIONAL ENGINEER ROBERT A. STOCKTON No. C033591 Exp. 6-30-16 CIVIL STATE OF CALIFORNIA

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA, 93033

LICENSED ARCHITECT ROBERT M. SIMARD No. C-18571 Jan. 31, 2013 STATE OF CALIFORNIA

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: APRIL 08, 2016
PROJECT NO: 1340159
SCALE: 1"=20'
SHEET NUMBER: C-08
SHEET TITLE:

UTILITY PLAN

RICK ENGINEERING COMPANY
1770 IOWA AVENUE
SUITE 100
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
San Diego - Orange - San Luis Obispo
Sacramento - Bakersfield - Tucson - Phoenix
rickengineering.com

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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G:\17139\Civil\17139grd08.dgn
PLOT DATE: 01-JUN-2016 JN 17139

ARCHITECTS

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 # 8 Narrative

Revision: 8/14/2017

*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:
Final off-site Street Improvement Plans

Drawings
Sheet 1 – Title Sheet
Sheet 2 – Street Improvement Plan
Sheet 3 – Street Improvement Plan and Details

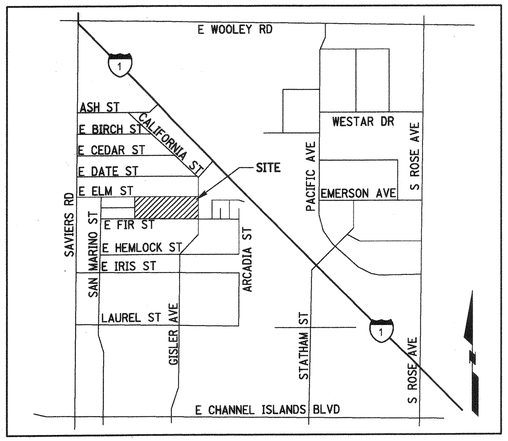
Distribution:
District
Contractor
IOR

CITY OF OXNARD CALIFORNIA

IN THE CITY OF OXNARD, CALIFORNIA

STREET IMPROVEMENT PLAN

ELM STREET ELEMENTARY SCHOOL: 450 E. ELM STREET OXNARD, CA 93033



VICINITY MAP

N.T.S.

SHEET INDEX

TITLE SHEET 1
STREET IMPROVEMENT PLAN 2-3

LEGEND

LIMITS OF REMOVAL

SAWCUT

CURB AND GUTTER

PROPOSED GRIND & OVERLAY

PROPOSED A.C. PAVEMENT

PROPOSED SIDEWALK

PROPOSED FLOW LINE

PROJECT BOUNDARY

CENTERLINE

PROPOSED GATE VALVE

THIS PLAN IS ACCEPTABLE IN REGARD TO SOILS (AND GEOLOGIC,... IF APPLICABLE) CONDITIONS AND CONFORMS TO THE RECOMMENDATIONS OF SUPPORTIVE REPORTS.

SOILS ENGINEERING REPORT(S) No. _____ DATED _____

_____ DATED _____

_____ DATED _____

ENGINEERING GEOLOGIC REPORT No. _____

_____ DATED _____

BY: _____
SOILS ENGINEER R.C.E.

COMPANY: _____, 20____

BY: _____
ENGINEERING GEOLOGIST CERT. No.

COMPANY: _____, 20____

GENERAL NOTES

1. THE STREETS SHALL BE IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CITY OF OXNARD DEPARTMENT OF PUBLIC WORKS STANDARDS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC), AND THE CITY OF OXNARD STANDARD LAND DEVELOPMENT SPECIFICATIONS.
2. CONTRACTOR SHALL NOTIFY THE CITY INSPECTION DIVISION AND ALL OTHER INTERESTED PARTIES AND ARRANGE FOR A PRECONSTRUCTION CONFERENCE 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION. (PHONE 385-7840)
3. AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA U.S.A. AT 1-800-422-4133) TO OBTAIN AN INQUIRY IDENTIFICATION NUMBER AND TO REQUEST THE UTILITY OWNERS TO MARK OR OTHERWISE INDICATE THE LOCATION OF THEIR SUBSURFACE FACILITIES. THE CONTRACTOR SHALL DETERMINE THE LOCATION AND DEPTH OF ALL UTILITIES, INCLUDING ALL SERVICE CONNECTIONS, WHICH HAVE BEEN MARKED BY THE RESPECTIVE OWNERS AND WHICH MAY AFFECT OR BE AFFECTED BY ITS OPERATIONS. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL UTILITIES AND ALL STRUCTURES FOUND AT THE SITE.
4. ALL PERMITS NECESSARY PRIOR TO BEGINNING CONSTRUCTION SHALL BE OBTAINED BY THE CONTRACTOR.
5. THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, UNTIL FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND DEBRIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE BY CLEANING, SWEEPING AND SPRINKLING WITH WATER AND USING DUST FENCES OR OTHER METHODS AS DIRECTED BY THE CITY THROUGHOUT THE CONSTRUCTION OPERATION.
6. THE CONTRACTOR SHALL KEEP A STRICT RECORD OF ALL CHANGES AND SUBMIT THIS RECORD TO THE CITY OF OXNARD DEVELOPMENT SERVICES DEPARTMENT. CERTIFIED "AS-BUILT" PLANS SHALL BE PROVIDED TO THE CITY OF OXNARD BY THE DEVELOPER'S ENGINEER BEFORE THE RELEASE FOR OCCUPANCY WILL BE ISSUED.
7. ALL DAMAGE CAUSED TO PUBLIC STREETS, INCLUDING HAUL ROUTES, ALLEYS, SIDEWALKS, CURBS OR STREET FURNISHINGS, OR TO PRIVATE PROPERTY SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ENGINEER'S SATISFACTION.
8. THE CONTRACTOR SHALL REMOVE AND REPLACE ANY EXISTING BROKEN OR DAMAGED SIDEWALK, CURB,GUTTER OR ASPHALT PAVING (PATCH, REPAIR OR OVERLAY) AND UPGRADE THE ALLEY ADJACENT TO THE PROPERTY TO CURRENT CITY STANDARDS AS DIRECTED BY THE ENGINEER.
9. SAWCUTTING OF EXISTING PAVEMENT SHALL BE TO A CLEAN STRAIGHT EDGE AS DIRECTED BY THE CITY INSPECTOR.
10. PAVEMENT REMOVAL AND REPLACEMENT SHALL BE IN CONFORMANCE WITH THE CITY OF OXNARD STANDARDS AND SPECIFICATIONS. COMPACTION EFFORTS SHALL NOT DISTURB ADJACENT STREET STRUCTURAL SECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SUCH DAMAGE.
11. ALL UNDERGROUND SEWER, STORM DRAIN, AND WATER PIPELINES, ELECTRIC POWER, TELEPHONE OR CABLE TV CONDUITS AND CABLE AND GAS PIPELINES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF CURBS, GUTTERS, SIDEWALKS AND PAVEMENT.
12. WHERE JOINING THE EXISTING PAVEMENT, SAWCUT TO SOUND PAVEMENT AND OVERLAY AS REQUIRED TO PROVIDE PROPER GRADE AND 2% CROSS-SLOPE. ANY UNSOUND PAVEMENT SHALL BE REPLACED.
13. THE DEVELOPER SHALL OBTAIN FINAL APPROVAL OF REIMBURSEMENT AMOUNTS PRIOR TO BEGINNING CONSTRUCTION ON REIMBURSABLE ITEMS.
14. ALL WATER WELLS LOCATED WITHIN THE SITE SHALL BE REPORTED TO THE CITY OF OXNARD WATER SUPERINTENDENT PRIOR TO THEIR MODIFICATION OR DESTRUCTION (CITY OF OXNARD ORDINANCE NO. 2219).
15. STATIONS SHOWN ON STREET IMPROVEMENT DRAWINGS ARE ALONG CENTERLINE OF THE STREET.
16. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTATION DURING GRADING AND ALL SUBSEQUENT CONSTRUCTION. CONTRACTOR SHALL GIVE THE ENGINEER ADEQUATE NOTICE, BEFORE DISTURBING SAID MONUMENTS, SO THE ENGINEER CAN REPLACE OR RELOCATE ANY EXISTING SURVEY MONUMENTATION.
17. ALL MANHOLE RIMS, LIDS, VALVE BOXES AND OTHER STREET APPURTENANCES SHALL BE SET TO FINISH GRADE BY THE CONTRACTOR AS PART OF THIS PROJECT.
18. STREETLIGHTS, STREET NAME SIGNS AND TRAFFIC SIGNS SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY STANDARDS AND SUBJECT TO THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. CONSTRUCT STANDARD ACCESS RAMPS FOR THE PHYSICALLY DISABLED PER CITY STANDARD PLAN PLATE 110 AT EACH CURB RETURN AT EVERY INTERSECTION HAVING A SIDEWALK

WATER GENERAL NOTES

1. THE WATER SYSTEM SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CITY OF OXNARD DEPARTMENT OF PUBLIC WORKS STANDARDS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC), AND THE CITY OF OXNARD STANDARD LAND DEVELOPMENT SPECIFICATIONS.
11. AT LEAST TWO (2) WORKING DAYS BEFORE COMMENCING EXCAVATION FOR THE WATER, THE CONTRACTOR SHALL POTHOLE AND EXPOSE THE EXISTING UTILITIES AT ALL CROSSINGS AND AT THE POINT OF TIE-IN; THEN CONTACT THE ENGINEER SO THE ELEVATION OF THE EXISTING FACILITIES CAN BE VERIFIED.
13. ALL WATER WELLS LOCATED WITHIN THE SITE SHALL BE REPORTED TO THE CITY OF OXNARD WATER SUPERINTENDENT PRIOR TO THEIR MODIFICATION OR DESTRUCTION (CITY OF OXNARD ORDINANCE NO. 2219) A SEPARATE PERMIT FROM THE CITY IS REQUIRED PRIOR TO DRILLING, ALTERING OR ABANDONING A WATER WELL.
14. STATIONS SHOWN ON WATER DRAWINGS ARE ALONG CENTERLINE OF WATER MAIN
15. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTATION DURING GRADING AND ALL SUBSEQUENT CONSTRUCTION. CONTRACTOR SHALL GIVE THE ENGINEER ADEQUATE NOTICE, BEFORE DISTURBING SAID MONUMENTS, SO THE ENGINEER CAN REPLACE OR RELOCATE ANY EXISTING SURVEY MONUMENTATION.
16. SEPARATION OF SEWER AND WATER SHALL BE IN CONFORMANCE WITH THE LATEST REQUIREMENTS OF THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH
17. VERTICAL TRENCH SHORING SHALL CONFORM WITH THE ORDERS OF THE STATE OF CALIFORNIA, DIVISION OF INDUSTRIAL SAFETY (D.I.S.) AND OSHA STANDARDS. CONTRACTOR SHALL HAVE D.I.S. EXCAVATION PERMIT (COPY TO CITY).
18. TRENCHES SHALL BE BACKFILL IN ACCORDANCE WITH CITY OF OXNARD STANDARD PLATES.
19. STERALIZATION AND TESTING THE NEW INSTALLATION SHALL BE COMPLETED PRIOR TO MAKING FINAL CONNECTION TO THE EXISTING SYSTEM. THE CONTRACTOR SHALL SEE THAT ALL VALVES IN THE SYSTEM REMAIN OPEN AFTER THE TEST.
20. WATER SERVICES WITH DOUBLE METER STOPS, TAIL ASSEMBLY AND METER BOX SHALL BE INSTALLED PER CITY OF OXNARD STANDARD PLAN PLATES BY THE CONTRACTOR. THE CITY OF OXNARD WILL SET THE METERS AFTER FINANCIAL ARRANGEMENTS ARE MADE.
21. ALL VALVES SHALL BE MUELLER RS GATE VALVES OR APPROVED EQUAL AND SHOP COATED WITH AN APPROVED THERMO TYPE EPOXY.
22. ALL VALVE BOXES SHALL BE SET TO FINISH GRADE BY THE CONTRACTOR AS A PART OF THIS PROJECT.
23. 12 GAUGE COPPER LOCATION WIRE SHALL BE INSTALLED ON ALL PVC PIPE MAINS AND ON 14 GAUGE INSULATED POLYETHYLENE WATER SERVICES.
24. ALL FIRE HYDRANTS SHALL BE BRONZE. BURYS AND SPOOLS SHALL BE COATED ON THE INTERIOR FERROUS SURFACES WITH AN APPROVED THERMO TYPE EPOXY.
25. ADEQUATE FIRE PROTECTION AS DETERMINED BY THE FIRE CHIEF SHALL BE AVAILABLE PRIOR TO ISSUANCE OF BUILDING PERMIT.
26. CONTRACTOR SHALL PROVIDE THE WATER DIVISION WITH 48 HOURS ADVANCED NOTICE WHEN REQUESTING VALVE CLOSURES.

WORK TO BE DONE

THESE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, THE CURRENT CITY OF OXNARD STANDARDS AND SPECIFICATIONS, AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORK CONSTRUCTION ("GREEN BOOK").

PRIVATE ENGINEER'S NOTE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS. THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR'S AND SUBCONTRACTOR'S COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTION FOR LIABILITY RISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HERE ON, AND FOR ANY DAMAGE OR PROTECTION TO THESE LINES.

ABBREVIATIONS

FLOW LINE ELEVATION ..... FL
FINISHED SURFACE ELEVATION ..... FS
TOP OF CURB ELEVATION ..... TC

CONSTRUCTION NOTES AND QUANTITY ESTIMATES

1	CONSTRUCT CASE B, TYPE 1 CURB RAMP PER CITY OF OXNARD PLATE 110	2 EA
2	CONSTRUCT BUS TURNOUT PER CITY OF OXNARD PLATE 200	1 EA
3	CONSTRUCT DRIVEWAY APPROACH PER CITY OF OXNARD PLATE 115	3 EA
4	CONSTRUCT 6"CURB A2-6 PER CITY OF OXNARD PLATE 111	430 LF
5	PLACE 4"PCC SIDEWALK, JOINTS PER CITY OF OXNARD PLATE 113 *NOTE: SIDEWALK/ADA PATH OF TRAVEL SHALL BE CONSTRUCTED PER PLATE 115 FOR COMMERCIAL DRIVEWAYS IN AREAS WHERE COMMERCIAL VEHICLES WILL BE DRIVING	4,000 SF
6	CONSTRUCT BUS TURNOUT PER CITY OF OXNARD MODIFIED PLATE 200	1 EA
7	INSTALL TRUNCATED DOMES PER CITY OF OXNARD PLATE 110	30 SF
8	PAINT YELLOW THERMOPLASTIC LADDER TYPE CROSSWALK, 10' WIDE, 24"WIDE STRIPES, 24" APART	875 LF
9	INSTALL 8"C-900 PVC FIRE SERVICE	90 LF
10	INSTALL 6"C-900 PVC FIRE SERVICE	675 EA
11	INSTALL 4"C-900 PVC DOMESTIC WATER SERVICE	45 LF
12	INSTALL FIRE LINE SERVICE PER CITY OF OXNARD STD DWG PLATE 311 REBCO 8"DOUBLE CHECK DETECTOR BACKFLOW 856ST	1 EA
13	INSTALL 2"DOMESTIC WATER SERVICE, METER AND FEBCO LF860 PREDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY OF OXNARD STD DWGS 304 AND 309	1 EA
14	INSTALL "NO PARKING SCHOOL DAYS - BUS PARKING ONLY" SIGN PER CITY OF OXNARD PLATE 203	3 EA
15	REPLACE EXISTING SIGN WITH "NO PARKING SCHOOL DAYS 7 AM TO 4 PM" PER DETAIL ON SHEET 3	2 EA
16	INSTALL "NO PARKING SCHOOL DAYS - STUDENT DROP OFF ONLY" SIGN PER CITY OF OXNARD PLATE 203	2 EA
17	INSTALL 2"IRRIGATION WATER METER IN EXISTING METER BOX PER CITY OF OXNARD STANDARD; FEBCO 860U REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY OF OXNARD STANDARD 304 AND 309	1 EA
18	APPLY THERMOPLASTIC WHITE "STOP" PAVEMENT MARKING PER DETAIL ON SHEET 3	1 EA
19	INSTALL 2"SCH 40 PVC DOMESTIC WATER SERVICE	40 LF
20	INSTALL FIRE HYDRANT AND 4"X4"X2.5" JONES J-3775 PER CITY OF OXNARD PLATE 300	3 EA
21	GATE VALVE FOR FIRE HYDRANT CONNECTION PER CITY OF OXNARD PLATE 300	3 EA
22	INSTALL 8"TO 6"REDUCER	2 EA
23	HOT TAP PER CITY OF OXNARD PLATE 304	1 EA
24	INSTALL 6"X6"X4" TEE; MATERIAL TO BE VERIFIED IN FIELD	1 EA
25	INSTALL 6"X6"X6" TEE; MATERIAL TO BE VERIFIED IN FIELD	4 EA
26	INSTALL STOP SIGN R1-1 PER CITY OF OXNARD PLATE 203	1 EA
27	INSTALL 4"DOMESTIC WATER SERVICE, METER AND FEBCO LF860 REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY OF OXNARD STD DWG 310	1 EA
28	WIDEN SIDEWALK PER DETAIL ON SHEET 3	12 EA
29	CONSTRUCT 6"CURB A3-6 PER CITY OF OXNARD PLATE 111	230 LF

OWNER

OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD, CA
805-385-1501
PROJECT CONTACT: LISA CLINE

ENGINEER

RICK ENGINEERING COMPANY
1770 IOWA AVE, SUITE 100
RIVERSIDE, CA. 92507
PHONE: (951) 782-0707
FAX: (951) 782-0723
PROJECT CONTACT: JOSH BARRETT

BASIS OF BEARING:

THE BEARING OF N89°55'30"W ON THE SOUTHERLY LINE OF ELM STREET, 60' WIDE, AS SHOWN ON MAP OF OXNARD DEVELOPMENT SUBDIVISION UNIT NO. 3, RECORDED IN BOOK 13, PAGES 87 AND 88, OF MISCELLANEOUS MAPS, RECORDS OF VENTURA COUNTY

BENCH MARK:

CITY OF OXNARD BENCHMARK SAV-5, ELEVATION=35.387', BRASS CAP MONUMENT SET FLUSH IN TOP OF CURB MEDIAN STRIP AT INTERSECTION OF SAVIERS ROAD AND IRIS STREET 44 FEET SOUTH ON SAVIERS ROAD THEN 7 FEET WEST. NAVD 1988

NOTE: PLANS REVIEWED FOR PUBLIC UTILITY AND STREET IMPROVEMENTS

NOTE: THIS PLAN IS APPROVED FOR CONSTRUCTION WHEN SIGNED BY THE PERMITTING AGENCY AND CIVIL ENGINEER, AND A PERMIT IS ISSUED.

16-4380 NP 16-04

DIGALERT — DIAL TOLL FREE 811 AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT(USA) OF SOUTHERN CALIFORNIA

CAUTION: UNDERGROUND STRUCTURES

ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR THOSE SHOWNN ON RECORDS EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE DEVELOPER, BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO, UNDERSTANDS THAT THEY AGREE TO ASSUME LIABILITY, AND AGREE TO HOLD THE UNDERSIGNED HARMLESS FOR ANY LIABILITY FOR DAMAGE RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED, NOT INDICATED ON THE PUBLIC RECORDS EXAMINED, LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No. _____ SHEET No. ____ THROUGH ____, MARKED AS "RECORD DRAWING", HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES AS SHOWN ON SAID PLANS, DRAWINGS, REFERENCED SPECIFICATIONS, AND APPROVED CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.

DATE _____ SIGNATURE _____

NAME _____ INSPECTOR _____

PREPARED BY:

RICK ENGINEERING COMPANY
1770 IOWA AVENUE - SUITE 100
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
rickengineering.com
Riverside San Diego-Orange-San Luis Obispo-Bakersfield-Sacramento-Phoenix-Tucson

ROBERT A STOCKTON, R.C.E. No. 33591 DATE 7/24/17

REGISTERED PROFESSIONAL ENGINEER — ROBERT A. STOCKTON — No. C033591 — Exp. 6-30-18 — CIVIL — STATE OF CALIFORNIA

RECOMMENDED FOR APPROVAL

DEPARTMENT	SIGNATURE	TITLE	DATE
PUBLIC WORKS			7-25-17
TRAFFIC			7-24-17
FIRE			7-24-17

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY: _____ 7-24-17 DATE
_____ DATE

CITY OF OXNARD CALIFORNIA — DEVELOPMENT SERVICES DEPARTMENT

STREET IMPROVEMENTS
ELM STREET ELEMENTARY SCHOOL
TITLE SHEET

APPROVED: _____ CITY ENGINEER 7-25-17 DATE 46333

SCALE: HORIZ.: 1"=40' VERT.: NONE — SHEET No. 1 OF 3

DESIGN BY: EB — DRAWING NUMBER 16-24A

CHECKED BY: JB/KW

JN 17139A

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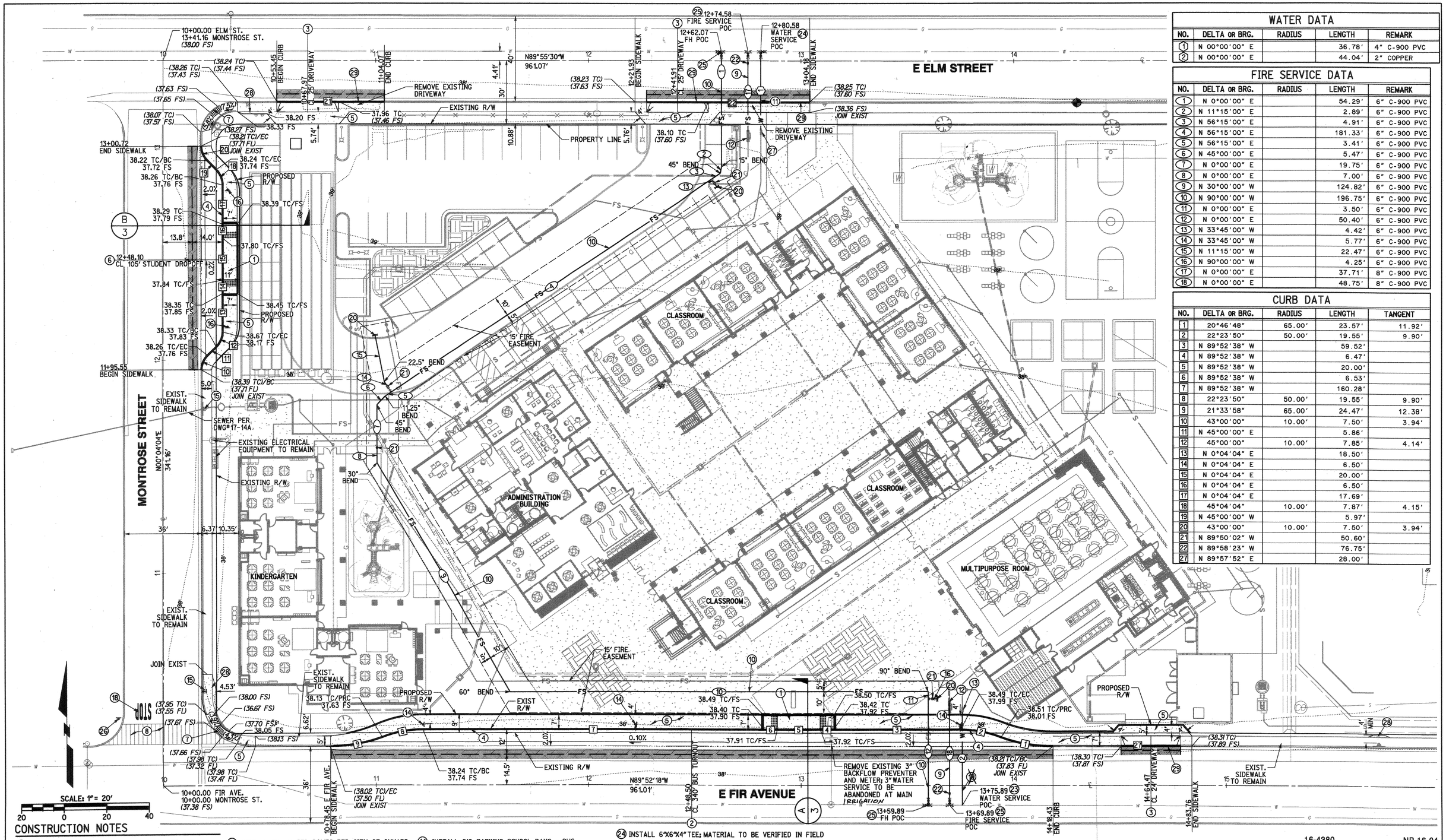

WATER DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
1	N 00°00'00" E		36.78'	4" C-900 PVC
2	N 00°00'00" E		44.04'	2" COPPER

FIRE SERVICE DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
1	N 0°00'00" E		54.29'	6" C-900 PVC
2	N 11°15'00" E		2.89'	6" C-900 PVC
3	N 56°15'00" E		4.91'	6" C-900 PVC
4	N 56°15'00" E		181.33'	6" C-900 PVC
5	N 56°15'00" E		3.41'	6" C-900 PVC
6	N 45°00'00" E		5.47'	6" C-900 PVC
7	N 0°00'00" E		19.75'	6" C-900 PVC
8	N 0°00'00" E		7.00'	6" C-900 PVC
9	N 30°00'00" W		124.82'	6" C-900 PVC
10	N 90°00'00" W		196.75'	6" C-900 PVC
11	N 0°00'00" E		3.50'	6" C-900 PVC
12	N 0°00'00" E		50.40'	6" C-900 PVC
13	N 33°45'00" W		4.42'	6" C-900 PVC
14	N 33°45'00" W		5.77'	6" C-900 PVC
15	N 11°15'00" W		22.47'	6" C-900 PVC
16	N 90°00'00" W		4.25'	6" C-900 PVC
17	N 0°00'00" E		37.71'	8" C-900 PVC
18	N 0°00'00" E		48.75'	8" C-900 PVC

CURB DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	TANGENT
1	20°46'48"	65.00'	23.57'	11.92'
2	22°23'50"	50.00'	19.55'	9.90'
3	N 89°52'38" W		59.52'	
4	N 89°52'38" W		6.47'	
5	N 89°52'38" W		20.00'	
6	N 89°52'38" W		6.53'	
7	N 89°52'38" W		160.28'	
8	22°23'50"	50.00'	19.55'	9.90'
9	21°33'58"	65.00'	24.47'	12.38'
10	43°00'00"	10.00'	7.50'	3.94'
11	N 45°00'00" E		5.86'	
12	45°00'00"	10.00'	7.85'	4.14'
13	N 0°04'04" E		18.50'	
14	N 0°04'04" E		6.50'	
15	N 0°04'04" E		20.00'	
16	N 0°04'04" E		6.50'	
17	N 0°04'04" E		17.69'	
18	45°04'04"	10.00'	7.87'	4.15'
19	N 45°00'00" W		5.97'	
20	43°00'00"	10.00'	7.50'	3.94'
21	N 89°50'02" W		50.60'	
22	N 89°58'23" W		76.75'	
27	N 89°57'52" E		28.00'	

CONSTRUCTION NOTES

1. CONSTRUCT CASE B, TYPE 1 CURB RAMP PER CITY OF OXNARD PLATE 110
2. CONSTRUCT BUS TURNOUT PER CITY OF OXNARD PLATE 200
3. CONSTRUCT DRIVEWAY APPROACH PER CITY OF OXNARD PLATE 115 FOR COMMERCIAL PURPOSES
4. CONSTRUCT 6" CURB A3-6 PER CITY OF OXNARD PLATE 111
5. PLACE 4" PCC SIDEWALK, JOINTS PER CITY OF OXNARD PLATE 113
   *NOTE: SIDEWALK/ADA PATH OF TRAVEL AT DRIVEWAY LOCATIONS SHALL BE CONSTRUCTED PER PLATE 115 FOR COMMERCIAL DRIVEWAYS
6. CONSTRUCT BUS TURNOUT PER CITY OF OXNARD MODIFIED PLATE 200
7. INSTALL TRUNCATED DOMES PER CITY OF OXNARD PLATE 110
8. PAINT YELLOW THERMOPLASTIC LADDER TYPE CROSSWALK, 10' WIDE, 24" WIDE STRIPES, 24" APART
9. INSTALL 8"C-900 PVC FIRE SERVICE
10. INSTALL 6"C-900 PVC FIRE SERVICE
11. INSTALL 4"C-900 DOMESTIC WATER SERVICE
12. INSTALL 8"FIRE LINE SERVICE PER CITY OF OXNARD STD DWG PLATE 311 FEBCO 8" DOUBLE CHECK DETECTOR BACKFLOW 856ST
13. INSTALL 2" DOMESTIC WATER SERVICE, METER AND FEBCO LF860 REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY OF OXNARD STD DWGS 304 AND 309
14. INSTALL "NO PARKING SCHOOL DAYS - BUS PARKING ONLY" SIGN PER CITY OF OXNARD PLATE 203
15. REPLACE EXISTING SIGN WITH "NO PARKING SCHOOL DAYS 7 AM TO 4 PM" PER DETAIL ON SHEET 3
16. INSTALL "NO PARKING SCHOOL DAYS - STUDENT DROP OFF ONLY" SIGN PER CITY OF OXNARD PLATE 203
17. APPLY THERMOPLASTIC WHITE "STOP" PAVEMENT MARKING PER DETIAL ON SHEET 3
18. ~~INSTALL 2" SCH 40 PVC DOMESTIC WATER SERVICE~~
20. INSTALL FIRE HYDRANT AND 4"X4"X2.5" JONES J-375 PER CITY OF OXNARD PLATE 300
21. GATE VALVE FOR FIRE HYDRANT CONNECTION PER CITY OF OXNARD PLATE 300
22. INSTALL 8" TO 6" REDUCER
23. HOT TAP PER CITY OF OXNARD PLATE 304
24. INSTALL 6"X6"X4" TEE; MATERIAL TO BE VERIFIED IN FIELD
25. INSTALL 6"X6"X6" TEE; MATERIAL TO BE VERIFIED IN FIELD
26. INSTALL STOP SIGN R1-1 PER CITY OF OXNARD PLATE 203
27. INSTALL 4" DOMESTIC WATER SERVICE, METER AND FEBCO LF860 REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY OF OXNARD STD DWG 310
28. WIDEN SIDEWALK PER DETAIL ON SHEET 3
29. CONSTUCT 6" CURB A2-6 PER CITY OF OXNARD PLATE 111

NOTE:
THIS PLAN IS APPROVED FOR CONSTRUCTION WHEN SIGNED BY THE PERMITTING AGENCY AND CIVIL ENGINEER, AND A PERMIT IS ISSUED.

PREPARED BY:
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ROBERT A STOCKTON, R.C.E. No. 33591 DATE 7/25/17

REGISTERED PROFESSIONAL ENGINEER ROBERT A. STOCKTON No. C033591 Exp. 6-30-18 CIVIL STATE OF CALIFORNIA

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY: 7.24.17 DATE
DATE

CITY OF OXNARD DEVELOPMENT SERVICES DEPARTMENT

STREET IMPROVEMENTS
ELM STREET ELEMENTARY SCHOOL

APPROVED: CITY ENGINEER 46333 7.25.17 DATE

SCALE: HORIZ.: 1"=20' VERT.: NONE
DESIGN BY: EB
CHECKED BY: JB/KW
SHEET No. 2 OF 3
DRAWING NUMBER 16-24A

16-4380 NP 16-04

JN 17139A

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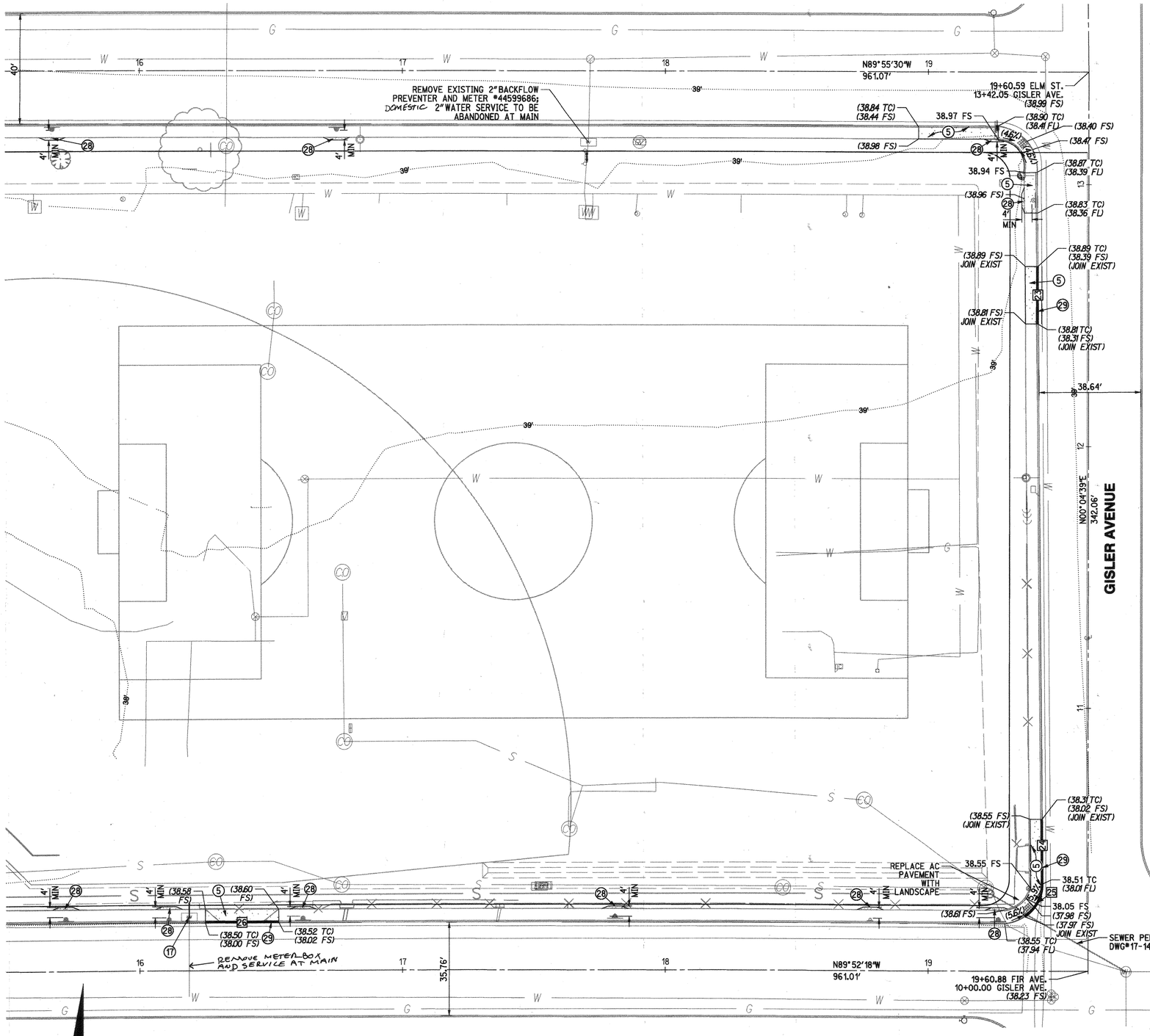


CONSTRUCTION NOTES

(5) PLACE 4"PCC SIDEWALK, JOINTS PER CITY OF OXNARD PLATE 113
•NOTE: SIDWALK/ADA PATH OF TRAVEL AT DRIVEWAY LOCATIONS SHALL BE CONSTRUCTED PER PLATE 115 FOR COMMERCIAL DRIVEWAYS

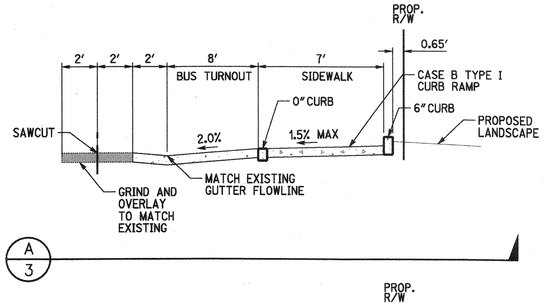
(17) INSTALL 2" IRRIGATION WATER METER ~~IN EXISTING METER BOX~~ AND SERVICE PER CITY OF OXNARD STANDARD; FEBCO 860U REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY OF OXNARD STANDARD DWG 304 AND 309

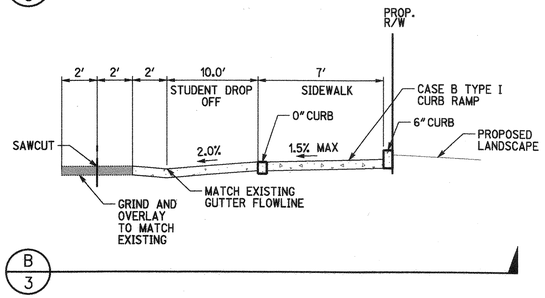
(28) WIDEN SIDEWALK PER DETAIL HEREON

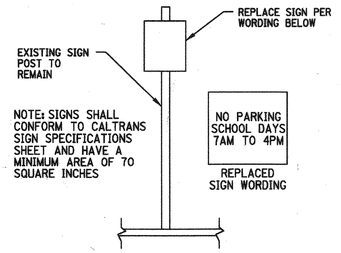
(29) CONSTRUCT 6" CURB A2-6 PER CITY OF OXNARD PLATE 111

CURB DATA

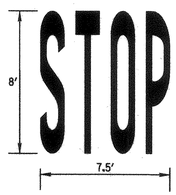
NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
23	N 0°12'10" E		21.52'	
24	N 0°28'06" W		24.66'	
25	36°41'06"	15.00'	14.89'	4.97'
26	N 89°49'23" E		27.98'	



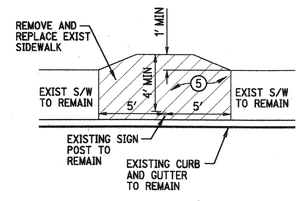




REPLACED SIGN DETAIL (15)
NOT TO SCALE



PAVEMENT MARKING DETAIL (18)
NOT TO SCALE



WIDENED SIDEWALK DETAIL (28)
NOT TO SCALE

16-4380 NP 16-04

NOTE:
THIS PLAN IS APPROVED FOR CONSTRUCTION WHEN SIGNED BY THE PERMITTING AGENCY AND CIVIL ENGINEER, AND A PERMIT IS ISSUED.

PREPARED BY:

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Riverside San Diego-Orange-San Luis Obispo-Bakersfield-Sacramento-Phoenix-Tucson

7/19/17
ROBERT A STOCKTON, R.C.E. No. 33591 DATE

REGISTERED PROFESSIONAL ENGINEER
ROBERT A. STOCKTON
No. C033591
Exp. 6-30-18
CIVIL
STATE OF CALIFORNIA

REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY: 7-24-17 DATE
DATE

CITY OF OXNARD CALIFORNIA DEVELOPMENT SERVICES DEPARTMENT

STREET IMPROVEMENTS
ELM STREET ELEMENTARY SCHOOL

APPROVED: 7-25-17
CITY ENGINEER DATE
46333

SCALE: HORIZ.: 1"=20' VERT.: NONE
SHEET No. 3 OF 3
DESIGN BY: EB
DRAWING NUMBER 16-24A
CHECKED BY: JB/KW

JN 17139A

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06-JUL-2017 07:43

CONTINGENCY ALLOCATION REQUEST

CAR No. 667 R1

Project: Elm Elementary School Reconstruction Project

Date: 4/2/2019

DESCRIPTION OF WORK

Add SD Catch Basins Between Classroom Building and MPR

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-5,545
	Subtotal:	-5,545

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add two catch basins and related storm drain between Classroom Building and MPR. Reason: Added in Bulletin 22. This is additional work not included in the original scope. Requested By: SVA Architects Ref: Bulletin 22	J Vega Engineering Inc	5,545
	Subtotal:	5,545

Total Change Order Request Amount: **0**

ACKNOWLEDGEMENT

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

INVOICE

J. VEGA ENGINEERING, INC.
PO BOX 6910 Oxnard, CA 93031
P: 805-479-6563
E: JVEGAENGINEERING@YAHOO.COM
State Contractor Lic # A-885900

Date: 1-25-19
C.O.R #24
CATCH BASINS PER BULLETIN #22

To Bernards Bros. INC
555 First Street, San Fernando, CA

Ticket Number	Terms	Rep	Ship	Via	F.O.B	Project
215	T & M				Site Utilities	ELM ELEM. SCHOOL

INV. DATE	DESCRIPTION	LABORER	EQUIPMENT	MATERIALS	AMOUNT
#215 10-29-18	1- Install additional 12" X 12" X 30" deep catch basin and 10 LF of 8" HDPE lateral to connect to existing line. 2- Install additional 4" HDPE Storm drain lateral with 4" NDS round grate and connect to existing line. (Work done between classroom & MPR)	-Laborer: 16 hrs. @ $62.47 T: $999.52 -Operator: 16 hrs. @ $83.57 T: $1,337.12 Total: $2,336.00	-Cat backhoe: 2 days @ $350.00 EA T: $700.00 -Gang Truck & Tool: 2 days @ $445.00 T: $890.00 Total: $1,590.00	1-12"X12" concrete catch basin,1-8"x6 HDPE "Tee, 1-8"x4 HDPE" Tee, 2-8" couplings,10 LF of 6" pipe, 15 LF 4" HDPE pipe, 1-4" 90* HDPE elbow, 2 6" 45* elbows, 1-4" round NDS drain. Total: $896.00	Total: $4,822.00
				Sub Total:	$4,822.00
				Mark up 15%	$723.00
				Invoice Total:	**$5,545.00**

ADDITIONAL WORK ORDER

J. VEGA ENGINEERING, INC.
General Engineering Contractors
Lic # A-885900
805-479-6563

CHANGE ORDER # 215	DATE 10-29-2018
CUSTOMER NAME Bernards Bros, Inc.	
STREET 555 1st Street	
CITY San Fernando	STATE/ZIP CA

Original Job Information:

JOB NAME Elm School Reconstruction	LOCATION 450 E. Elm Street, Oxnard, CA
JOB/CONTRACT # C.O. for Bulletin #22	DATE

We hereby submit the following specifically described additional work:

- Per Bulletin #22

1) - Install 12"x12" Catch Basin with 6" HDPE Storm Drain Pipe and connect to existing.

2). Install 4" NDS Round drain with 4" HDPE Storm Drain Pipe and connect to existing.

Total 16 ↓

- Laborer: 1 Operator/Foreman	2 DAYS	16 hrs.
1 Laborer	2 DAYS	16 hrs.
Equipment: Tool truck	2 days	2 days
Backhoe	2 days	2 days

Materials: 12"x12" Concrete Catch Basin, 6" NDS Grate, 10' LF 6" PVC HDPE Pipe, 10 LF 4" HDPE Pipe, 8x6 Tee, 8"x6" Tee & Fittings

Additional charge for above described work is: $ _____ Dollars **TOTAL**
with payments to be made as follows:

additional catch basins between classroom 8 MPR

Additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
We propose hereby to furnish material and labor - complete in accordance with these specifications at above stated price.

Respectfully submitted Juan Vega

Verification of Terms Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/7/18

ACCEPTANCE OF ADDITIONAL WORK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlline above.

Date of Acceptance

Signature _____

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	J VEGA ENGINEERING, INC	**Trade:**	Operating Engineer
Date:	6/23/2017	**Classification:**	Backhoe Operator
Project:	ELM ST, ELEMENTARY		
Rate Effective Through:	July 2, 2017	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$44.74	$ 93.00	$ 115.37
	Vacation & Holiday Accrual	$3.45		
	Hourly Taxable Wage Costs Subtotal	**$ 48.19**	**$ 93.00**	**$ 115.37**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.77	$ 5.77	$ 7.15
	Medicare	$ 0.65	$ 1.35	$ 1.67
	FUI	$ 0.05	$ 0.11	$ 0.14
	SUI	$ 0.39	$ 0.82	$ 1.02
	Workers Compensation Insurance	$ 9.46	$ 9.46	$ 9.46
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 13.33**	**$ 17.50**	**$ 19.44**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 11.45	$ 11.45	$ 11.45
	Pension & Retirement (or equivalent)	$ 9.65	$ 9.65	$ 9.65
	Training (or equivalent)	$ 0.95	$ 0.95	$ 0.95
	Hourly Benefits Subtotal	**$ 22.05**	**$ 22.05**	**$ 22.05**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 83.57**	**$ 132.55**	**$ 156.86**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	J VEGA ENGINEERING, INC	**Trade:**	Laborer (Group 3)
Date:	6/23/2017	**Classification:**	Journeyman
Project:	ELM ST, ELEMENTARY		
Rate Effective Through:	July 2, 2017	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$33.44	$ 50.16	$ 66.88
	Vacation & Holiday Accrual	$4.57	$4.57	$ 4.57
	Hourly Taxable Wage Costs Subtotal	**$ 38.01**	**$ 54.73**	**$ 71.45**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.07	$ 3.11	$ 4.15
	Medicare	$ 0.48	$ 0.73	$ 0.97
	FUI	$ 0.04	$ 0.06	$ 0.08
	SUI	$ 0.29	$ 0.44	$ 0.59
	Workers Compensation Insurance	$ 7.07	$ 7.07	$ 7.07
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 9.96**	**$ 11.41**	**$ 12.85**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.06	$ 7.06	$ 7.06
	Pension & Retirement (or equivalent)	$ 6.75	$ 6.75	$ 6.75
	Training (or equivalent)	$ 0.69	$ 0.69	$ 0.69
	Hourly Benefits Subtotal	**$ 14.50**	**$ 14.50**	**$ 14.50**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 62.47**	**$ 80.64**	**$ 98.80**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

ARCHITECTS

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 # 22 Narrative

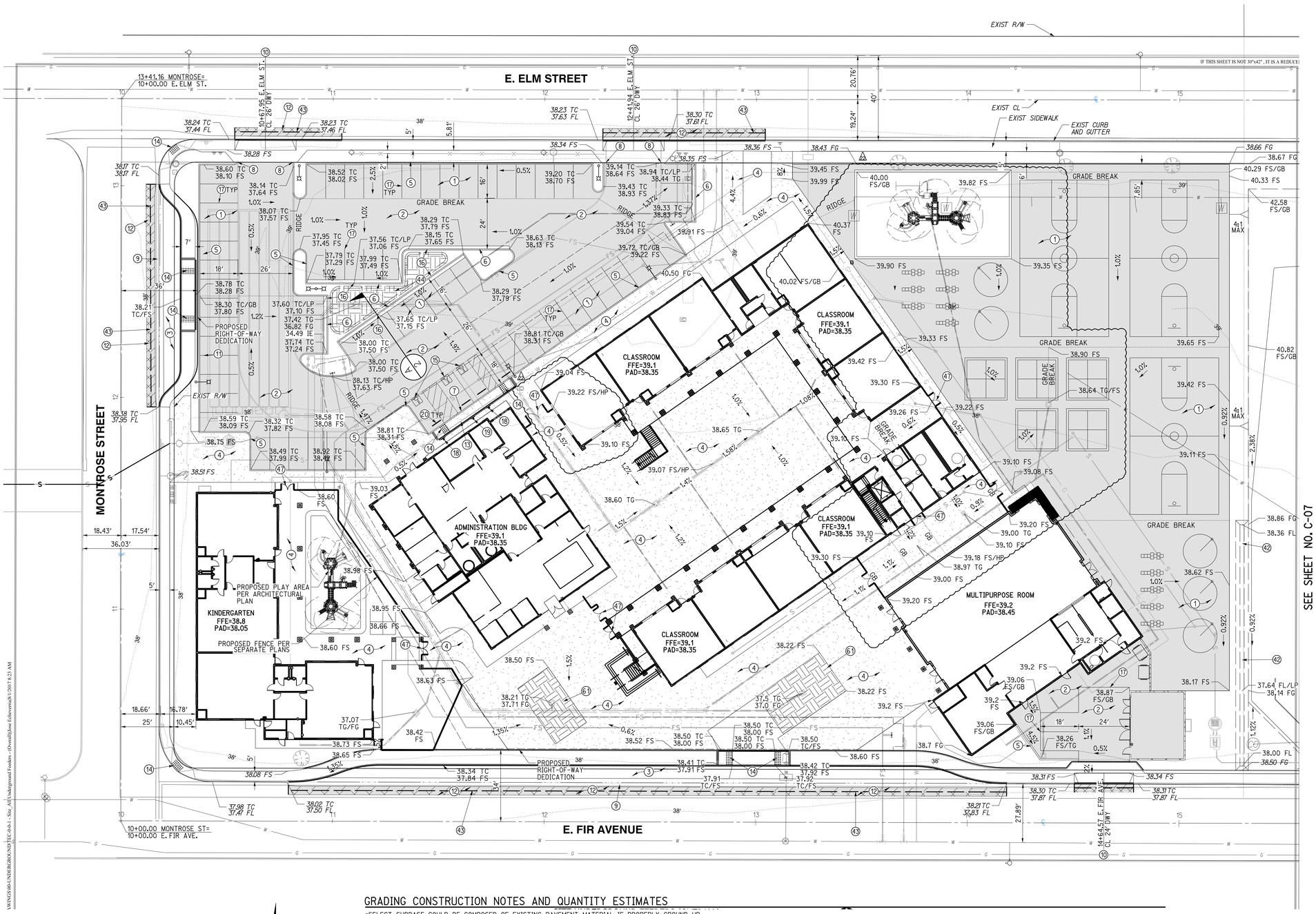
Revision: 02/05/2018

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 Civil sheets:
C-06 – Revision to the grading plan between the Classroom and MPR Building and Classroom and Admin Building.
C-09 – Revisions to the storm drainage lines between the Classroom and MPR Building from grading adjustments.

Drawings
C-06 – Precise Grading
C-09 – Storm Drain Plan

Distribution:
District
Contractor
IOR



GRADING CONSTRUCTION NOTES AND QUANTITY ESTIMATES

•SELECT SUBBASE COULD BE COMPOSED OF EXISTING PAVEMENT MATERIAL IF PROPERLY GROUND UP.

(1)	PLACE 0.25' A.C. OVER 5"CLASS II A.B. OVER 3.5"SELECT SUBBASE•	33,000 SF
(2)	PLACE 0.25' A.C. OVER 5"CLASS II A.B. OVER 4"SELECT SUBBASE•	15,340 SF
(3)	PLACE 0.25' A.C. OVER 5"CLASS II A.B. OVER 8"SELECT SUBBASE•	4,520 SF
(4)	CONSTRUCT 4"PCC SIDEWALK WITH NO. 3 REBAR AT 18"OCED UNDERLINED BY 4"LAYER OF SAND, CONSTRUCT THICKENED EDGE WHEN ADJACENT TO LANDSCAPE AREAS PER DETAIL 8 ON SHEET C-02	37,600 SF
(5)	CONSTRUCT 6"CURB (TYPE A1-6) PER CITY OF OXNARD STD DWG PLATE 111 ON SHEET C-03	900 LF
(6)	CONSTRUCT 6"CURB AND GUTTER (TYPE A2-6) PER CITY OF OXNARD STD DWG PLATE 111 ON SHEET C-03	240 LF
(7)	CONSTRUCT 0"CURB PER DETAIL 12 ON SHEET C-02	31 LF
(8)	CONSTRUCT CURB END PER DETAIL 7 ON SHEET C-02	4 EA
(9)	CONSTRUCT 4' RIBBON GUTTER PER CITY OF OXNARD STD DWG PLATE 117 ON SHEET C-03	400 LF
(10)	CONSTRUCT DRIVEWAY PER CITY OF OXNARD STD DWG PLATE 115 ON SHEET C-03	3 EA
(11)	CONSTRUCT CONCRETE BLOCK RETAINING WALL PER CITY OF OXNARD STD DWG PLATE 600 ON SHEET C-04	60 LF
(12)	GRIND AND OVERLAY EXISTING PAVEMENT PER DETAIL 9 ON SHEET C-02	1,070 SF
(13)	CONSTRUCT ACCESSIBLE CURB RAMP PER DETAIL 6 ON SHEET C-02	525 SF
(14)	INSTALL TRUNCATED DOMES PER DETAIL 6 ON SHEET C-02	250 SF
(15)	APPLY ACCESSIBLE PARKING STRIPING PER DETAIL 3 ON SHEET C-02	90 LF
(16)	CONSTRUCT 1' CURB CUT WITH GRAVEL PAD PER DETAIL 14 ON SHEET C-02	4 EA
(17)	APPLY 4"WHITE PARKING STRIPING PER CA-MUTCD AND DETAIL 4 ON SHEET C-02	960 LF
(18)	INSTALL ACCESSIBLE PARKING SIGNAGE PER DETAIL 1 ON SHEET C-02	2 EA
(19)	INSTALL VAN ACCESSIBLE PARKING SIGNAGE PER DETAIL 2 ON SHEET C-02	1 EA
(20)	INSTALL WHEELSTOP PER DETAIL 7 ON SHEET GEN-5	4 EA
(42)	CONSTRUCT VEGETATED SWALE PER DETAIL 15 ON SHEET C-02	200 LF
(43)	SAWCUT EXISTING PAVEMENT PER DETAIL 9 ON SHEET C-02	575 LF
(44)	CONSTRUCT BIOFILTRATION AREA PER DETAIL 11 ON SHEET C-02	580 SF
(47)	INSTALL GATE PER ARCHITECTURAL PLAN	7 EA
(61)	CONSTRUCT BIOFILTRATION AREA PER DETAIL 16 ON SHEET C-02	1,360 SF

SCALE: 1" = 20'
20 0 20 40

811 Know what's below. Call before you dig. Call at least 2 working days prior to excavating.

CAUTION: EXACT LOCATION OF EXISTING UNDERGROUND FACILITIES IS UNKNOWN. CONTRACTOR TO VERIFY IN FIELD.

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA, 93033

LICENSED ARCHITECT ROBERT M. SIMMONS No. C-18911 Jan. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
A# 03-116407
AC_____ FLS_____ SS_____
DATE _____

REVISIONS:

	DESCRIPTION	DATE
1	BULLETIN 3	5-12-2017
2	BULLETIN 3.1	7-6-2017
22	BULLETIN 22	2-5-2018

DATE ISSUED: MAY 12, 2017
PROJECT NO: 1340159
SCALE: 1"=20'
SHEET NUMBER: C-06
SHEET TITLE:

PRECISE GRADING

RICK ENGINEERING COMPANY
1770 IOWA AVENUE
SUITE 100
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
San Diego - Orange - San Luis Obispo
Sacramento - Bakersfield - Tucson - Phoenix
rickengineering.com

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

REGISTERED PROFESSIONAL ENGINEER ROBERT A. STOCKTON No. C033591 Exp. 6-30-18 CIVIL STATE OF CALIFORNIA

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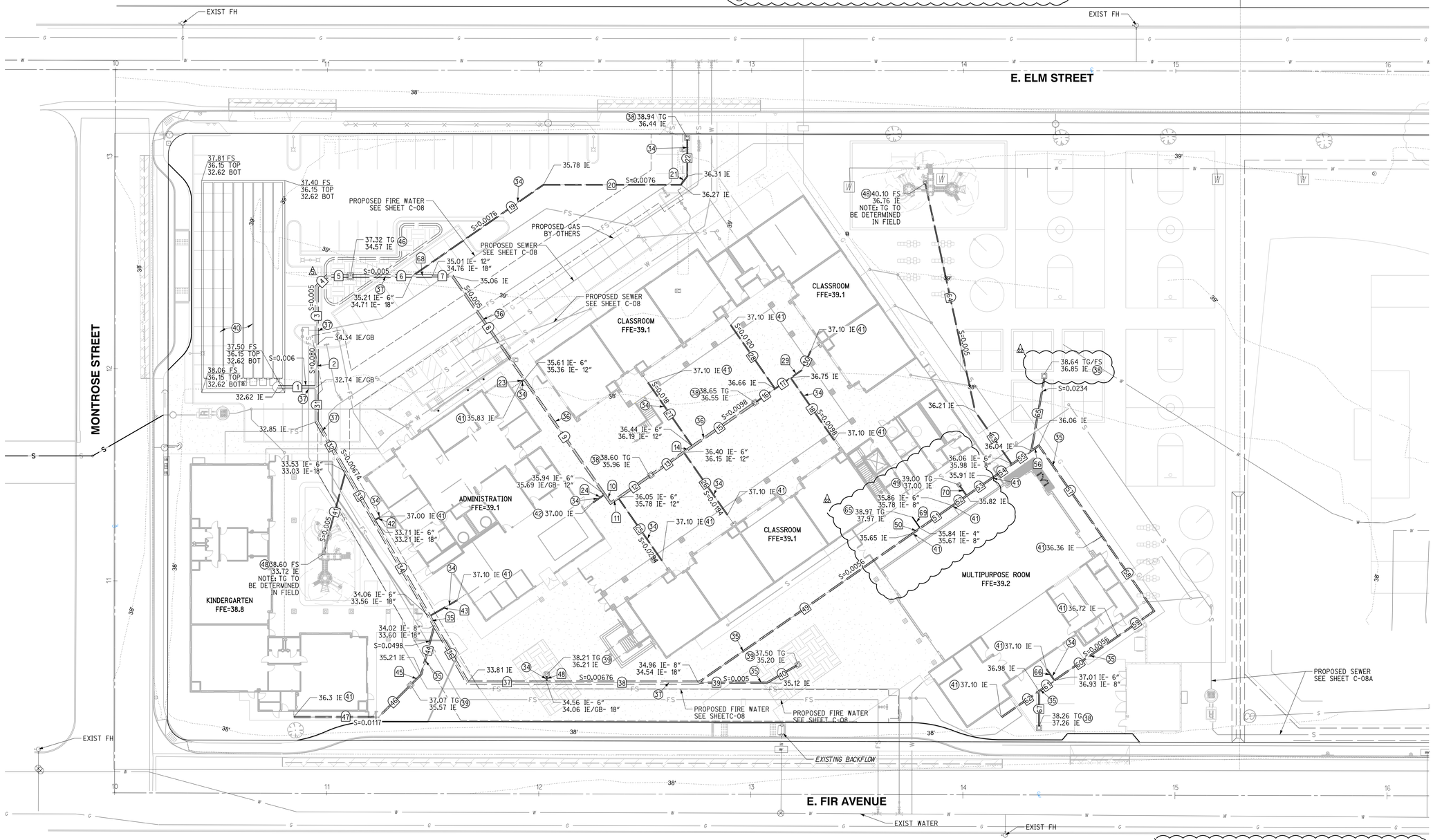
G:\17139\CIVIL\17139grd06.dgn PLOT DATE: 05-FEB-2018 JN 17139

STORM DRAIN CONSTRUCTION NOTES AND QUANTITY ESTIMATES

34	INSTALL 6"HDPE STORM DRAIN PIPE	600 LF
35	INSTALL 8"HDPE STORM DRAIN PIPE	575 LF
36	INSTALL 12"HDPE STORM DRAIN PIPE	225 LF
37	INSTALL 18"HDPE STORM DRAIN PIPE	400 LF
38	INSTALL 18"X18"DROP INLET PER DETAIL 10 ON SHEET C-02	4 EA
39	INSTALL 18"X18"DROP INLET PER DETAIL 11 ON SHEET C-02	3 EA
40	INSTALL CONTECH UNDERGROUND DETENTION SYSTEM PER DETAILS ON SHEETS C-10 THROUGH C-13	1 EA
41	ROOF DRAIN CONNECTION	18 EA
46	INSTALL 24"X24"DROP INLET PER DETAIL 11 ON SHEET C-02	1 EA
48	INSTALL 12"X12"BROOKS BOX UNDER RUBBER PLAY SURFACE PER ARCHITECT'S PLANS	2 EA
64	INSTALL 12"X12"BROOKS BOX WITH ADA "HEEL PROOF"GRATE	2 EA
65	INSTALL 4" AREA DRAIN, NDS PART NO. 11, OR APPROVED EQUAL	1 EA



SCALE: 1"= 20'
20 0 20 40

811 Know what's below. Call before you dig. Call at least 2 working days prior to excavating.

CAUTION: EXACT LOCATION OF EXISTING UNDERGROUND FACILITIES IS UNKNOWN. CONTRACTOR TO VERIFY IN FIELD.

STORM DRAIN DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
1	N 90°00'00" W		18.27'	18"HDPE
2	N 0°00'00" E		20.00'	18"HDPE
3	N 0°00'00" E		27.41'	18"HDPE
4	N 45°00'00" E		7.07'	18"HDPE
5	N 90°00'00" W		10.85'	18"HDPE
6	N 90°00'00" W		29.19'	18"HDPE
7	N 90°00'00" W		9.48'	12"HDPE
8	N 34°50'24" W		59.41'	12"HDPE
9	N 34°50'24" W		66.13'	12"HDPE
10	N 34°50'24" W		4.98'	12"HDPE
11	N 55°09'36" E		4.38'	12"HDPE
12	N 55°09'36" E		18.73'	12"HDPE
13	N 55°09'36" E		18.92'	12"HDPE
14	N 55°09'36" E		4.93'	12"HDPE
15	N 55°09'36" E		36.00'	12"HDPE
16	N 55°09'36" E		11.51'	6"HDPE
17	N 55°09'36" E		8.98'	6"HDPE
18	N 34°50'24" W		35.82'	6"HDPE
19	N 55°09'36" E		75.37'	6"HDPE
20	N 90°00'00" W		64.82'	6"HDPE

STORM DRAIN DATA CONT.

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
21	N 36°52'11" E		5.00'	6"HDPE
22	N 00°00'00" W		17.37'	6"HDPE
23	N 55°09'36" E		2.00'	6"HDPE
24	N 55°09'36" E		6.64'	6"HDPE
25	N 34°50'24" W		36.07'	6"HDPE
26	N 34°50'24" W		36.07'	6"HDPE
27	N 34°50'24" W		36.63'	6"HDPE
28	N 34°50'24" W		36.63'	6"HDPE
29	N 55°09'36" E		6.28'	6"HDPE
30	N 25°09'36" E		10.21'	6"HDPE
31	N 0°00'00" E		16.22'	18"HDPE
32	N 30°00'00" W		27.24'	18"HDPE
33	N 30°00'00" W		26.70'	18"HDPE
34	N 30°00'00" W		52.16'	18"HDPE
35	N 30°00'00" W		4.90'	18"HDPE
36	N 30°00'00" W		31.20'	18"HDPE
37	N 90°00'00" W		37.32'	18"HDPE
38	N 90°00'00" W		71.44'	18"HDPE
39	N 90°00'00" W		32.53'	8"HDPE
40	N 60°00'00" E		16.07'	8"HDPE

STORM DRAIN DATA CONT.

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
41	N 15°00'00" E		38.91'	6"HDPE
42	N 60°00'00" E		3.17'	6"HDPE
43	N 60°00'00" E		15.34'	6"HDPE
44	N 15°00'00" E		23.94'	8"HDPE
45	N 45°00'00" E		7.15'	8"HDPE
46	N 45°00'00" E		21.33'	8"HDPE
47	N 90°00'00" W		39.98'	8"HDPE
48	N 0°00'00" E		3.00'	6"HDPE
49	N 55°09'36" E		123.23'	8"HDPE
50	N 55°09'36" E		4.29'	8"HDPE
51	N 55°09'36" E		18.60'	8"HDPE
52	N 55°09'36" E		8.17'	8"HDPE
53	N 55°09'36" E		14.80'	8"HDPE
54	N 55°09'36" E		11.16'	8"HDPE
55	N 55°09'36" E		11.16'	8"HDPE
56	N 55°09'36" E		4.32'	8"HDPE
57	N 34°50'24" W		52.11'	8"HDPE
58	N 34°50'24" W		43.02'	8"HDPE
59	N 55°09'36" E		20.91'	8"HDPE
60	N 55°09'36" E		36.33'	8"HDPE

STORM DRAIN DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
61	N 55°09'36" E		8.83'	8"HDPE
62	N 55°09'36" E		21.62'	8"HDPE
63	N 34°50'24" W		30.33'	6"HDPE
64	N 12°20'24" W		109.81'	6"HDPE
65	N 10°09'36" E		34.63'	8"HDPE
66	N 34°50'24" W		6.50'	6"HDPE
67	N 0°00'00" E		16.61'	8"HDPE
68	N 90°00'00" W		9.48'	18"HDPE
69	N 34°50'24" W		6.12'	4"HDPE
70	N 34°50'24" W		5.79'	6"HDPE

REGISTERED PROFESSIONAL ENGINEER ROBERT A. STOCKTON No. C033591 Exp. 6-30-18 CIVIL STATE OF CALIFORNIA

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA, 93033

LICENSED ARCHITECT ROBERT M. SIMONDS No. C-18911 Jan. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
A# 03-116407
AC_____ FLS_____ SS_____
DATE _____

REVISIONS:

	DESCRIPTION	DATE
1	BULLETIN 3	5-12-2017
2	BULLETIN 3.1	7-6-2017
22	BULLETIN 22	2-5-2018

DATE ISSUED: MAY 12, 2017
PROJECT NO: 1340159
SCALE: 1"=20'
SHEET NUMBER: C-09
SHEET TITLE:

STORM DRAIN PLAN

RICK ENGINEERING COMPANY
1770 IOWA AVENUE
SUITE 100
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
San Diego - Orange - San Luis Obispo
Sacramento - Bakersfield - Tucson - Phoenix
rickengineering.com

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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G:\17139\Civil\17139pgrd09_sd.dgn PLOT DATE: 05-FEB-2018 JN 17139

CONTINGENCY ALLOCATION REQUEST

CAR No. 669 R1

Project: Elm Elementary School Reconstruction Project

Date: 4/2/2019

DESCRIPTION OF WORK

Adjust Catch Drain Elevations And Add Drains In Courtyard Planter

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-4,084
	Subtotal:	-4,084

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to adjust the elevations of the catch basins in the bioretention basins and add two drains in planter in courtyard. Reason: Catch basins were installed per elevations shown on bid documents. After witnessing the operation of the bioretention basins after a rain event, it was noticed the catch basins were not effectively draining water. After confering with CEOR, we were directed to adjust elevations of catch basins. Drains were added in courtyard planter because they weren't included in original scope. Requested By: CEOR Ref: Attached email, Bulletin 37	J Vega Engineering Inc	4,084
	Subtotal:	4,084

Total Change Order Request Amount: **0**

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

BERNARDS

CONTINGENCY ALLOCATION REQUEST

Signature	Signature
Printed Name & Title	Printed Name & Title
Date	Date

INVOICE

J. VEGA ENGINEERING, INC.
PO BOX 6910 Oxnard, CA 93031
P: 805-479-6563
E: JVEGAENGINEERING@YAHOO.COM
State Contractor Lic # A-885900

Date: 1-25-19
C.O.R #26
CATCH BASINS TO GRADE
PER BULLETIN 37

To Bernards Bros. INC
555 First Street, San Fernando, CA

Ticket Number	Terms	Rep	Ship	Via	F.O.B	Project
217,218,219	T & M				Site Utilities	ELM ELEM. SCHOOL

INV. DATE	DESCRIPTION	LABORER	EQUIPMENT	MATERIALS	AMOUNT
#217 1-03-19	Dig and removed, saw cut to lower to new elevation 24"X24" catch basing at front parking lot bio swale.	-Laborer: 4 hrs. @ $62.47 T: $249.88 -Operator: 4 hrs. @ $83.57 T: $334.28 Total: $584.16	-Cat backhoe: ½ day @ $200.00 EA -Tool Truck & Tools: 1 day @ $250.00 -Cut off saw w/ diamond blade: $100.00 Total: $550.00	Brick and mortar: T: $48.00	Total: $1,182.00
#219 1-3-19	Dig and exposed 18"X18" catch basin S.E. of kinder garden building and rise 10" up to grade with new extension.	Laborer: 2 hrs. @ 62.47 T: $124.94 Operator: 2 hrs. @ $83.57 T: $167.14 Total: $292.08	Cat backhoe: 2 hrs. T: $87.00 Tool truck: 2 hrs. T: $111.00 Total: $198.00	18"X18" concrete catch basin w/ metal frame, Brick and mortar T: $1,065.00	Total: $1,555.00

#218 1-03-19	Hand dig and extend above ground (2) 6" HDPE storm laterals w/ 4" reducer to include 4" NDS drains for planters at court yard per Bulletin 3.1	Laborer: 2 hrs. @ $62.47 T: $124.94 Operator: 2hrs. @ $83.57 T: $167.14 Total: $292.08	Tool truck: 2 hrs. @ $125.00 Backhoe: 2 hrs. $100.00 Total: $225.00	20 LF-4" SDR 25 PIPE, 2-6" TO 4" pipe adapters, 2-4" couplings,2-4" 45* elbows, 2-4" caps, 1-6" HDPE cap Total: $297.00	Total: $814.00
				Subtotal: 15% Mark up: **Invoice Total:**	$3,551.00 $533.00 **$4,084.00**
Comments:- Extension of existing box @ planter @ rear kinder garden per Bulletin 37. *-Raising (2) drain inlets to grade at planter per bulletin 31-AR* *-Lowering 24"x24" S.D. inlet box in parking lot bio swale to lower elevation per e-mail from Civil Engineer.*					

Make all checks payable to J. VEGA ENGINEERING, INC.

Thank you for your business!

ADDITIONAL WORK ORDER

J. VEGA ENGINEERING, INC.

General Engineering Contractors
Lic # A-885900
805-479-6563

217

CHANGE ORDER # per Architect E-mail	DATE 1-3-19
CUSTOMER NAME Bernards Bros Inc.	
STREET 555 1st Street	
CITY San Fernando.	STATE/ZIP CA

Original Job Information:

JOB NAME Elm Elementary Sch.	LOCATION 450 E. Elm Street
JOB/CONTRACT #	DATE Oxnard, CA 93033

We hereby submit the following specifically described additional work:

Dig and Remove Existing 24"x24" Concrete Box.	
Saw Cut and Adjust to new Grade Per Architect's Email.	
Materials: Concrete, Rapid Set Mortar	
Equipment: Tool truck.	
Cut off Saw w/ Dimond Blade	6 hrs
Cat 420 Backhoe	
Laborer: 1- Laborer	6 hrs.
1- Operator/Foreman	6 hrs.
	total ↑

Additional charge for above described work is: $ _____ Dollars **TOTAL**

with payments to be made as follows:

lowering 24x24 SD inlet box in parking lot bioswale to lower elevation per email from civil engineer

Additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
We propose hereby to furnish material and labor - complete in accordance with these specifications at above stated price.

Respectfully submitted Juan Vega

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 1/3/19

ACCEPTANCE OF ADDITIONAL WORK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlline above.

Date of Acceptance

Signature _____

ADDITIONAL WORK ORDER #218

J. VEGA ENGINEERING, INC.

General Engineering Contractors
Lic # A-885900
805-479-6563

Per: RFI #22

CHANGE ORDER # RFI #22	DATE 1-3-19 2019
CUSTOMER NAME Bernards Bros. Inc.	
STREET 555 1st Street	
CITY San Fernando,	STATE/ZIP CA

Original Job Information: Bulletin 31

JOB NAME Elm Elementary Sch. LOCATION 450 E. Elm Street
JOB/CONTRACT # DATE Oxnard. CA 93033

We hereby submit the following specifically described additional work:

Hand Dig and Expose (2) ex. 6" stub HDPE Pipe - Reduce to 4" and stubed 2" Below Finish Grade.
Install 4" NDS Grate.
Materials: 20 LF 4" SDR 35 PVC Pipe. 6" HDPE to 4" SDR 35 Reducer (2), 2-4" couplings, 2- 4" 45° elbows, 2- 4" 90° elbows, 2- 4" SDR35 Caps, 1- 6" HDPE Plug/cap.

Laborer: 1- Laborer — 4 hrs.
1- Operator Foreman — 4 hrs.
Tool truck — 4 hrs

Additional charge for above described work is: $ _____ Dollars **TOTAL**
with payments to be made as follows:
Raising (2) 4" Drain inlets to grade @ U-shaped planter per bulletin 31 -AR

Additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
We propose hereby to furnish material and labor - complete in accordance with these specifications at above stated price.

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 1/3/19

Respectfully submitted Juan Vega

ACCEPTANCE OF ADDITIONAL WORK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlline above.

Date of Acceptance _____ Signature _____

ADDITIONAL WORK ORDER

J. VEGA ENGINEERING, INC.

General Engineering Contractors
Lic # A-885900
805-479-6563

#219

CHANGE ORDER # RFI #37	DATE 1-03-19
CUSTOMER NAME Bernards Bros.	
STREET 555 1st Street	
CITY San Fernando, CA	STATE/ZIP

Original Job Information:

JOB NAME Elm School Elem.	LOCATION 450 E. Elm St. Oxnard CA
JOB/CONTRACT #	DATE 1-03-19

We hereby submit the following specifically described additional work:

Add 18"x18"x10" Extension Box @ new Box extension, South East of Kinder Garden Building per ~~RFI~~ Bulletin #37

- Saw Cut to fit new Elevation
- Concrete Patch - Add 10" TALL Additions 18"x18" Catch Basin

Materials:
Mortar
Power Saw w/ Dimond Blade — 2 hrs

Equipment: Tool truck, Cat Backhoe — 2 hrs

Laborer:
1 Laborer — 2 hrs
1 Operator/Foreman — 2 hrs

Additional charge for above described work is: $ _____ Dollars **TOTAL**

with payments to be made as follows:
Extension of SD inlet box @ planter near Kindergarten per bulletin 37

Additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
We propose hereby to furnish material and labor - complete in accordance with these specifications at above stated price.

Respectfully submitted Juan Vega

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 12/13/19

ACCEPTANCE OF ADDITIONAL WORK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlline above.

Date of Acceptance

Signature _____

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	J VEGA ENGINEERING, INC	**Trade:**	Operating Engineer
Date:	6/23/2017	**Classification:**	Backhoe Operator
Project:	ELM ST, ELEMENTARY		
Rate Effective Through:	July 2, 2017	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$44.74	$ 93.00	$ 115.37
	Vacation & Holiday Accrual	$3.45		
	Hourly Taxable Wage Costs Subtotal	**$ 48.19**	**$ 93.00**	**$ 115.37**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.77	$ 5.77	$ 7.15
	Medicare	$ 0.65	$ 1.35	$ 1.67
	FUI	$ 0.05	$ 0.11	$ 0.14
	SUI	$ 0.39	$ 0.82	$ 1.02
	Workers Compensation Insurance	$ 9.46	$ 9.46	$ 9.46
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 13.33**	**$ 17.50**	**$ 19.44**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 11.45	$ 11.45	$ 11.45
	Pension & Retirement (or equivalent)	$ 9.65	$ 9.65	$ 9.65
	Training (or equivalent)	$ 0.95	$ 0.95	$ 0.95
	Hourly Benefits Subtotal	**$ 22.05**	**$ 22.05**	**$ 22.05**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 83.57**	**$ 132.55**	**$ 156.86**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	J VEGA ENGINEERING, INC	**Trade:**	Laborer (Group 3)
Date:	6/23/2017	**Classification:**	Journeyman
Project:	ELM ST, ELEMENTARY		
Rate Effective Through:	July 2, 2017	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$33.44	$ 50.16	$ 66.88
	Vacation & Holiday Accrual	$4.57	$4.57	$ 4.57
	Hourly Taxable Wage Costs Subtotal	**$ 38.01**	**$ 54.73**	**$ 71.45**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.07	$ 3.11	$ 4.15
	Medicare	$ 0.48	$ 0.73	$ 0.97
	FUI	$ 0.04	$ 0.06	$ 0.08
	SUI	$ 0.29	$ 0.44	$ 0.59
	Workers Compensation Insurance	$ 7.07	$ 7.07	$ 7.07
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 9.96**	**$ 11.41**	**$ 12.85**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.06	$ 7.06	$ 7.06
	Pension & Retirement (or equivalent)	$ 6.75	$ 6.75	$ 6.75
	Training (or equivalent)	$ 0.69	$ 0.69	$ 0.69
	Hourly Benefits Subtotal	**$ 14.50**	**$ 14.50**	**$ 14.50**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 62.47**	**$ 80.64**	**$ 98.80**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

Kyle Ramin

From: Alex Rivera
Sent: Monday, March 25, 2019 2:34 PM
To: Kyle Ramin
Subject: FW: Bioretention Facility Exhibit
Attachments: 17139exb24_bioretention remediation.pdf

FYI

Alex Rivera
Assistant Superintendent | Elm Elementary School | **BERNARDS**

From: Emily Sipes <esipes@rickengineering.com>
Sent: Tuesday, December 18, 2018 3:37 PM
To: Alex Rivera <ARivera@bernards.com>
Cc: Josh Barrett <jbarrett@rickengineering.com>
Subject: Bioretention Facility Exhibit

Hi Alex,

Please see the attached exhibit showing the bioretention facility and the adjusted TG. The main thing we want to point out is that the landscaped area/mulch should be lower than the FL elevations. From the photos Tom sent, it looks like the landscaped area might be mounded up rather than depressed below the curb. Can you confirm this?

Please let me know if you have any questions on the attached exhibit or need any further clarification on the bioretention facility design.

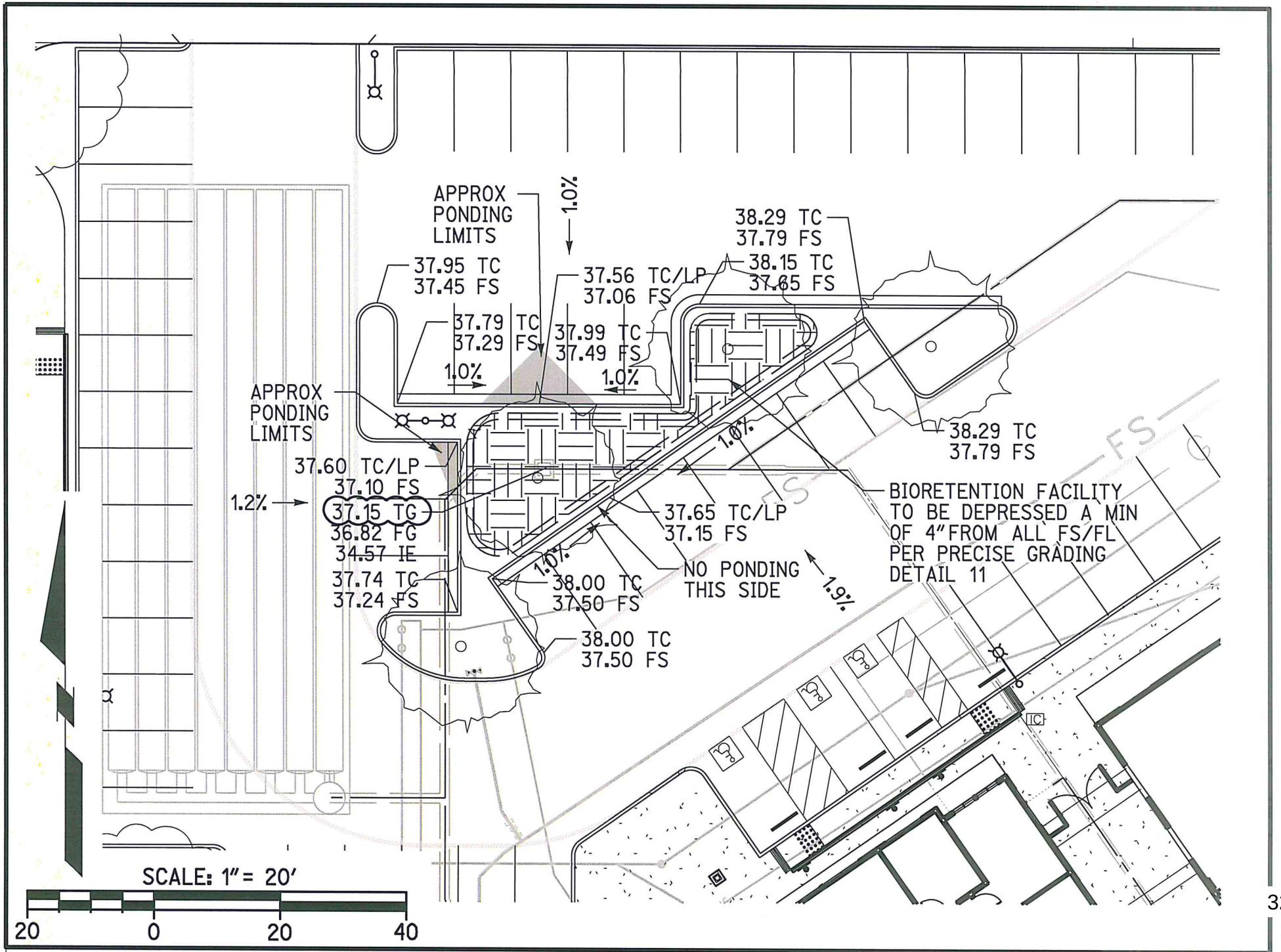
Thanks,

Emily Sipes MS
PRINCIPAL ENGINEERING DESIGNER

RICK ENGINEERING COMPANY
1770 Iowa Avenue / Suite 100 / Riverside, CA 92507

t 951.782.0707 / **f** 951.782.0723
esipes@rickengineering.com / www.rickengineering.com

WARNING: The information provided via electronic media is not guaranteed or warranted against any defects, including design, calculation, data translation or transmission errors or omissions.



©20 k Engineering Company

G:\17139\CIVIL\17139exb24_bioretention remediation.dgn PLOT DATE: 17-DEC-2018 JN 17139

ARCHITECTS

Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

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info@sva-architects.com
www.sva-architects.com

Elm Street Elementary School
Bulletin # 37 Narrative

Revision: 12/11/2018

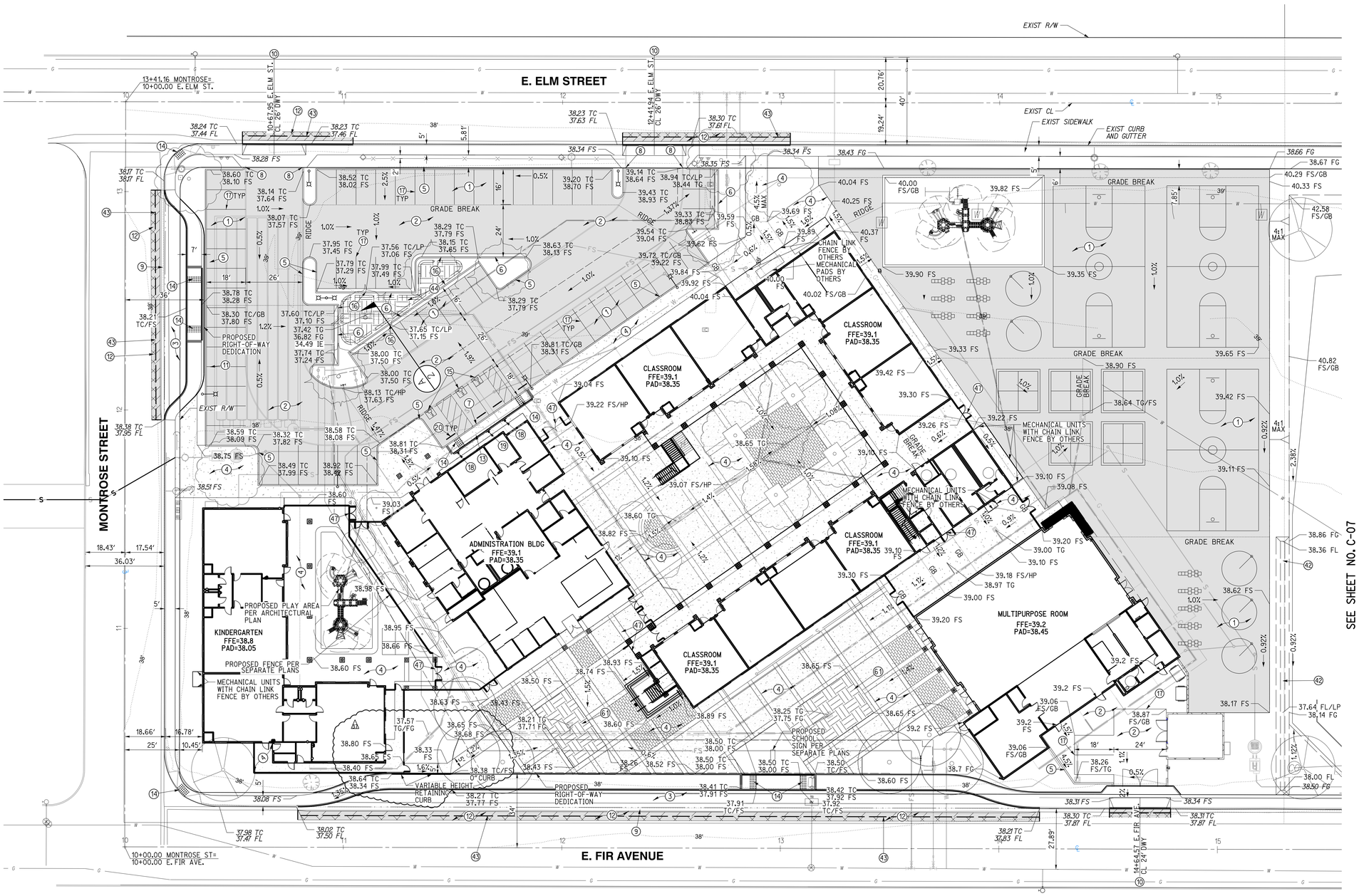
*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or 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 Civil and Landscape Sheets

1. C-06 – Precise Grading Plan
    a. Revision to the concrete walk by the East side of the Kindergarten Building
    b. Adjustments to the fence line and gate to accommodate new grades
    c. Added new concrete walk through landscaping between vaults
2. C-09 – Storm Drain Plan
    a. Added 6" extension section to raise catch basin
    b. Provided cut sheet of Brooks Box extension
3. L-101 – Irrigation Plan
    a. Irrigation revised to accommodate the revised sidewalk and drop off zone along Fir Ave.
4. L201 – Planting Plan
    a. Revised turf layout
    b. Delete 16 – 1 gallon Carissa 'Green Carpet'
    c. Delete 1 – 24" box – Platanus acerifolia
    d. Add 2 – 5 gallon Rhaphiolepis u. 'minor'
    e. Add 8-5 gallon Dianella 'Little Rev'

<u>Drawings</u>
C-06 – Precise Grading Plan
C-09 – Storm Drain Plan
L-101 – Irrigation Plan
L-201 – Planting Plan

Distribution:
District
Contractor
IOR



SCALE: 1" = 20'

20 0 20 40

GRADING CONSTRUCTION NOTES AND QUANTITY ESTIMATES

•SELECT SUBBASE COULD BE COMPOSED OF EXISTING PAVEMENT MATERIAL IF PROPERLY GROUND UP.

(1)	PLACE 0.25' A.C. OVER 5"CLASS II A.B. OVER 3.5"SELECT SUBBASE•	33,000 SF
(2)	PLACE 0.25' A.C. OVER 5"CLASS II A.B. OVER 4"SELECT SUBBASE•	15,340 SF
(3)	PLACE 0.25' A.C. OVER 5"CLASS II A.B. OVER 8"SELECT SUBBASE•	4,520 SF
(4)	CONSTRUCT 4"PCC SIDEWALK WITH NO. 3 REBAR AT 18"OCED UNDERLINED BY 4"LAYER OF SAND, CONSTRUCT THICKENED EDGE WHEN ADJACENT TO LANDSCAPE AREAS PER DETAIL 8 ON SHEET C-02	37,600 SF
(5)	CONSTRUCT 6"CURB (TYPE A1-6) PER CITY OF OXNARD STD DWG PLATE 111 ON SHEET C-03	900 LF
(6)	CONSTRUCT 6"CURB AND GUTTER (TYPE A2-6) PER CITY OF OXNARD STD DWG PLATE 111 ON SHEET C-03	240 LF
(7)	CONSTRUCT 0"CURB PER DETAIL 12 ON SHEET C-02	31 LF
(8)	CONSTRUCT CURB END PER DETAIL 7 ON SHEET C-02	4 EA
(9)	CONSTRUCT 4' RIBBON GUTTER PER CITY OF OXNARD STD DWG PLATE 117 ON SHEET C-03	400 LF
(10)	CONSTRUCT DRIVEWAY PER CITY OF OXNARD STD DWG PLATE 115 ON SHEET C-03	3 EA
(11)	CONSTRUCT CONCRETE BLOCK RETAINING WALL PER CITY OF OXNARD STD DWG PLATE 600 ON SHEET C-04	60 LF
(12)	GRIND AND OVERLAY EXISTING PAVEMENT PER DETAIL 9 ON SHEET C-02	1,070 SF
(13)	CONSTRUCT ACCESSIBLE CURB RAMP PER DETAIL 6 ON SHEET C-02	525 SF
(14)	INSTALL TRUNCATED DOMES PER DETAIL 6 ON SHEET C-02	250 SF
(15)	APPLY ACCESSIBLE PARKING STRIPING PER DETAIL 3 ON SHEET C-02	90 LF
(16)	CONSTRUCT 1' CURB CUT WITH GRAVEL PAD PER DETAIL 14 ON SHEET C-02	4 EA
(17)	APPLY 4"WHITE PARKING STRIPING PER CA-MUTCD AND DETAIL 4 ON SHEET C-02	960 LF
(18)	INSTALL ACCESSIBLE PARKING SIGNAGE PER DETAIL 1 ON SHEET C-02	2 EA
(19)	INSTALL VAN ACCESSIBLE PARKING SIGNAGE PER DETAIL 2 ON SHEET C-02	1 EA
(20)	INSTALL WHEELSTOP PER DETAIL 7 ON SHEET GEN-5	4 EA
(42)	CONSTRUCT VEGETATED SWALE PER DETAIL 15 ON SHEET C-02	200 LF
(43)	SAWCUT EXISTING PAVEMENT PER DETAIL 9 ON SHEET C-02	575 LF
(44)	CONSTRUCT BIOFILTRATION AREA PER DETAIL 11 ON SHEET C-02	580 SF
(47)	INSTALL GATE PER ARCHITECTURAL PLAN	7 EA
(61)	CONSTRUCT BIOFILTRATION AREA PER DETAIL 16 ON SHEET C-02	1,360 SF

811 Know what's below. Call before you dig. Call at least 2 working days prior to excavating.

CAUTION: EXACT LOCATION OF EXISTING UNDERGROUND FACILITIES IS UNKNOWN. CONTRACTOR TO VERIFY IN FIELD.

REGISTERED PROFESSIONAL ENGINEER ROBERT A. STOCKTON No. C033591 Exp. 6-30-19 CIVIL STATE OF CALIFORNIA

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA, 93033

LICENSED ARCHITECT ROBERT M. SIMMONS No. C-18911 Jan. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
1	BULLETIN 3	5-12-2017
2	BULLETIN 3.1	7-6-2017
22	BULLETIN 22	2-5-2018
3	BULLETIN 3R	3-5-2018
32	BULLETIN 32	9-5-2018
36	BULLETIN 36	11-9-2018
37	BULLETIN 37	12-4-2018

DATE ISSUED: MAY 12, 2017

PROJECT NO: 1340159

SCALE: 1"=20'

SHEET NUMBER: C-06

SHEET TITLE:

PRECISE GRADING

RICK ENGINEERING COMPANY
1770 IOWA AVENUE
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RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
San Diego - Orange - San Luis Obispo
Sacramento - Bakersfield - Tucson - Phoenix
rickengineering.com

SVA ARCHITECTS
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T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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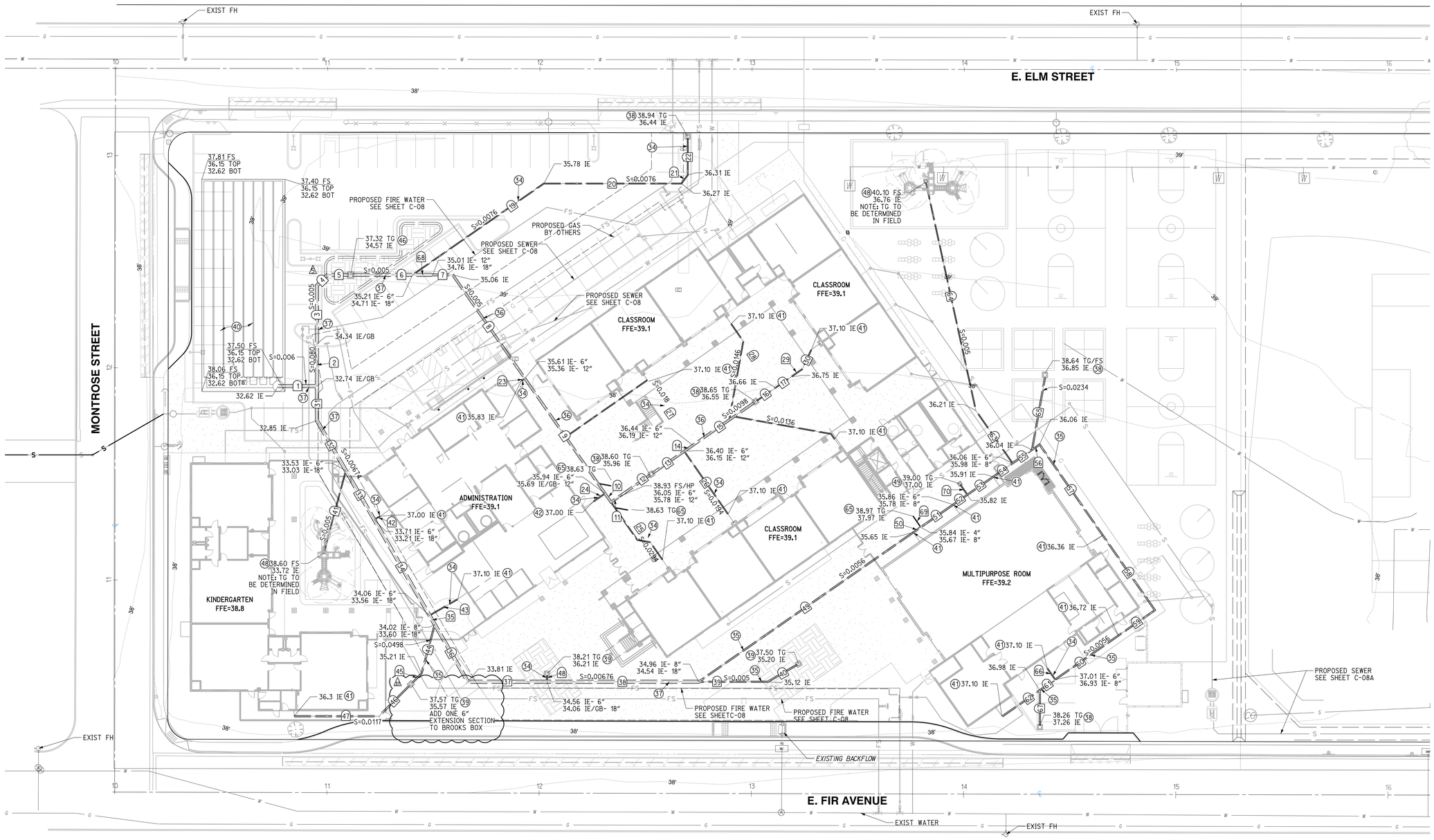
G:\17139\CIVIL\17139grd06.dgn PLOT DATE: 04-DEC-2018 JN 17139

STORM DRAIN CONSTRUCTION NOTES AND QUANTITY ESTIMATES

34	INSTALL 6"HDPE STORM DRAIN PIPE	600 LF
35	INSTALL 8"HDPE STORM DRAIN PIPE	575 LF
36	INSTALL 12"HDPE STORM DRAIN PIPE	225 LF
37	INSTALL 18"HDPE STORM DRAIN PIPE	400 LF
38	INSTALL 18"X18"DROP INLET PER DETAIL 10 ON SHEET C-02	4 EA
39	INSTALL 18"X18"DROP INLET PER DETAIL 11 ON SHEET C-02	3 EA
40	INSTALL CONTECH UNDERGROUND DETENTION SYSTEM PER DETAILS ON SHEETS C-10 THROUGH C-13	1 EA
41	ROOF DRAIN CONNECTION	18 EA
46	INSTALL 24"X24"DROP INLET PER DETAIL 11 ON SHEET C-02	1 EA
48	INSTALL 12"X12"BROOKS BOX UNDER RUBBER PLAY SURFACE PER ARCHITECT'S PLANS	2 EA
64	INSTALL 12"X12"BROOKS BOX WITH ADA "HEEL PROOF"GRATE	2 EA
65	INSTALL 4" AREA DRAIN, NDS PART NO. 11, OR APPROVED EQUAL	3 EA



SCALE: 1" = 20'
20 0 20 40

811 Know what's below. Call before you dig.
Call at least 2 working days prior to excavating.

CAUTION:
EXACT LOCATION OF EXISTING UNDERGROUND FACILITIES IS UNKNOWN. CONTRACTOR TO VERIFY IN FIELD.

STORM DRAIN DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
1	N 90°00'00" W		18.27'	18"HDPE
2	N 0°00'00" E		20.00'	18"HDPE
3	N 0°00'00" E		27.41'	18"HDPE
4	N 45°00'00" E		7.07'	18"HDPE
5	N 90°00'00" W		10.85'	18"HDPE
6	N 90°00'00" W		29.19'	18"HDPE
7	N 90°00'00" W		9.48'	12"HDPE
8	N 34°50'24" W		59.41'	12"HDPE
9	N 34°50'24" W		66.13'	12"HDPE
10	N 34°50'24" W		4.98'	12"HDPE
11	N 55°09'36" E		4.38'	12"HDPE
12	N 55°09'36" E		18.73'	12"HDPE
13	N 55°09'36" E		18.92'	12"HDPE
14	N 55°09'36" E		4.93'	12"HDPE
15	N 55°09'36" E		36.00'	12"HDPE
16	N 55°09'36" E		11.51'	6"HDPE
17	N 55°09'36" E		8.98'	6"HDPE
18	N 34°50'24" W		35.82'	6"HDPE
19	N 55°09'36" E		75.37'	6"HDPE
20	N 90°00'00" W		64.82'	6"HDPE

STORM DRAIN DATA CONT.

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
21	N 36°52'11" E		5.00'	6"HDPE
22	N 00°00'00" W		17.37'	6"HDPE
23	N 55°09'36" E		2.00'	6"HDPE
24	N 55°09'36" E		6.64'	6"HDPE
25	N 34°50'24" W		36.07'	6"HDPE
26	N 34°50'24" W		36.07'	6"HDPE
27	N 34°50'24" W		36.63'	6"HDPE
28	N 34°50'24" W		36.63'	6"HDPE
29	N 55°09'36" E		6.28'	6"HDPE
30	N 25°09'36" E		10.21'	6"HDPE
31	N 0°00'00" E		16.22'	18"HDPE
32	N 30°00'00" W		27.24'	18"HDPE
33	N 30°00'00" W		26.70'	18"HDPE
34	N 30°00'00" W		52.16'	18"HDPE
35	N 30°00'00" W		4.90'	18"HDPE
36	N 30°00'00" W		31.20'	18"HDPE
37	N 90°00'00" W		37.32'	18"HDPE
38	N 90°00'00" W		71.44'	18"HDPE
39	N 90°00'00" W		32.53'	8"HDPE
40	N 60°00'00" E		16.07'	8"HDPE

STORM DRAIN DATA CONT.

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
41	N 15°00'00" E		38.91'	6"HDPE
42	N 60°00'00" E		3.17'	6"HDPE
43	N 60°00'00" E		15.34'	6"HDPE
44	N 15°00'00" E		23.94'	8"HDPE
45	N 45°00'00" E		7.15'	8"HDPE
46	N 45°00'00" E		21.33'	8"HDPE
47	N 90°00'00" W		39.98'	8"HDPE
48	N 0°00'00" E		3.00'	6"HDPE
49	N 55°09'36" E		123.23'	8"HDPE
50	N 55°09'36" E		4.29'	8"HDPE
51	N 55°09'36" E		18.60'	8"HDPE
52	N 55°09'36" E		8.17'	8"HDPE
53	N 55°09'36" E		14.80'	8"HDPE
54	N 55°09'36" E		11.16'	8"HDPE
55	N 55°09'36" E		11.16'	8"HDPE
56	N 55°09'36" E		4.32'	8"HDPE
57	N 34°50'24" W		52.11'	8"HDPE
58	N 34°50'24" W		43.02'	8"HDPE
59	N 55°09'36" E		20.91'	8"HDPE
60	N 55°09'36" E		36.33'	8"HDPE

STORM DRAIN DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
61	N 55°09'36" E		8.83'	8"HDPE
62	N 55°09'36" E		21.62'	8"HDPE
63	N 34°50'24" W		30.33'	6"HDPE
64	N 12°20'24" W		109.81'	6"HDPE
65	N 10°09'36" E		34.63'	8"HDPE
66	N 34°50'24" W		6.50'	6"HDPE
67	N 0°00'00" E		16.61'	8"HDPE
68	N 90°00'00" W		9.48'	18"HDPE
69	N 34°50'24" W		6.12'	4"HDPE
70	N 34°50'24" W		5.79'	6"HDPE

REGISTERED PROFESSIONAL ENGINEER ROBERT A. STOCKTON No. C033597 Exp. 6-30-19 CIVIL STATE OF CALIFORNIA

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA, 93033

LICENSED ARCHITECT ROBERT M. SIMONDS No. C-18911 Jan. 31, 2019 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
1	BULLETIN 3	5-12-2017
2	BULLETIN 3.1	7-6-2017
22	BULLETIN 22	2-5-2018
3	BULLETIN 3R	3-5-2018
32	BULLETIN 32	9-5-2018
36	BULLETIN 36	11-9-2018
37	BULLETIN 37	12-4-2018

DATE ISSUED: MAY 12, 2017

PROJECT NO: 1340159

SCALE: 1"=20'

SHEET NUMBER: C-09

SHEET TITLE:

STORM DRAIN PLAN

RICK ENGINEERING COMPANY
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San Diego - Orange - San Luis Obispo
Sacramento - Bakersfield - Tucson - Phoenix
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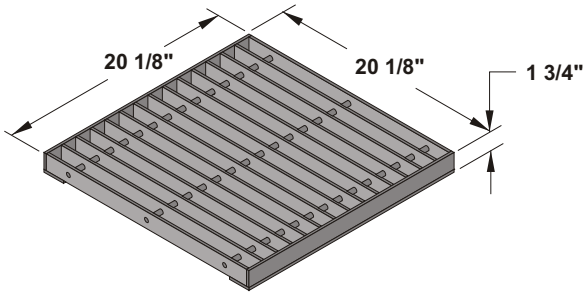
PLOT DATE: 06-DEC-2018 JN 17139

1818 CAST IRON GRATE

PARKWAY ONLY 58 lbs.

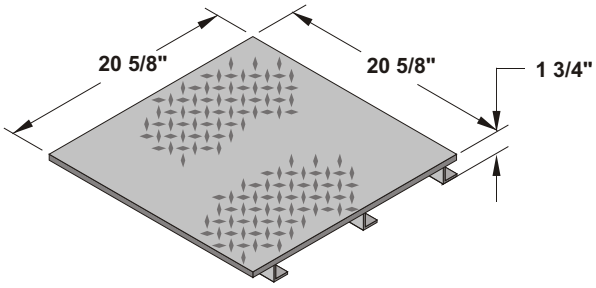
1818 STEEL GRATES

PARKWAY 27 lbs.
TRAFFIC. 49 lbs.

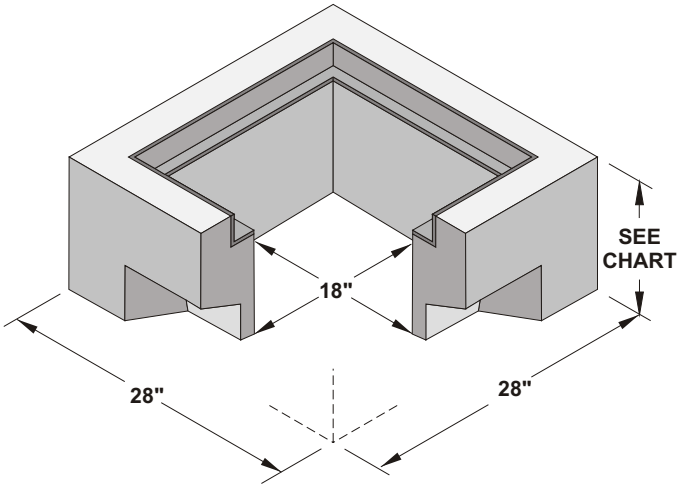


1818 STEEL COVER

PARKWAY 44 lbs.
TRAFFIC 65 lbs.

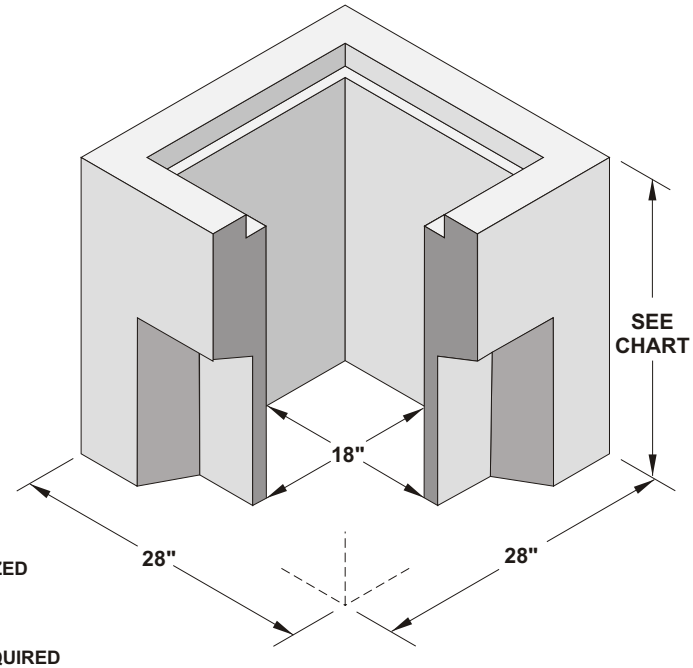


1818 TOP SECTION (*WITH GALVANIZED FRAME*)



1818 LOWER SECTION (*NO FRAME*)

NOTE: USE 12", 18", 24" LOWERS TO INCREASE DEPTH UP TO A MAXIMUM OF 72"

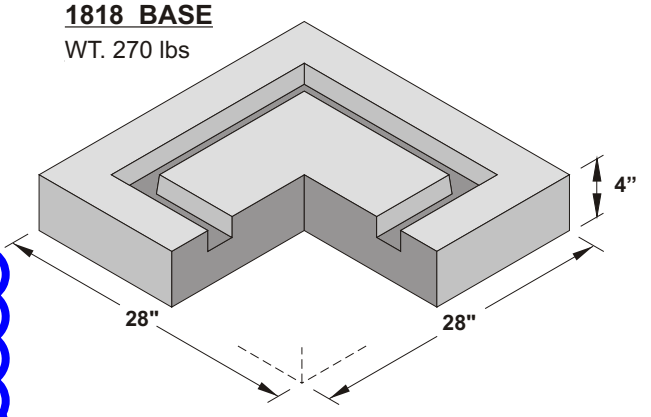


NOTES:

1. GRATES AND COVERS AVAILABLE PAINTED BLACK OR GALVANIZED
2. "ADA" GRATES AVAILABLE IN PARKWAY & TRAFFIC
3. "HEEL PROOF" GRATES AVAILABLE IN PARKWAY & TRAFFIC
4. A TOP SECTION WITH FRAME MUST BE USED IF BOLT DOWN REQUIRED

1818 BASE

WT. 270 lbs



TOP SECTION	HT.	LBS	KNOCK-OUT
1818 T6	6"	215	NONE
1818 T12	12"	370	(*4*) 5" x 10"
1818 T18	18"	555	(*4*) 9" x 11"
1818 T24	24"	785	(*4*) 9" x 11"

EXTENSION SECTION	HT.	LBS	KNOCK-OUT
1818 E6	6"	215	NONE

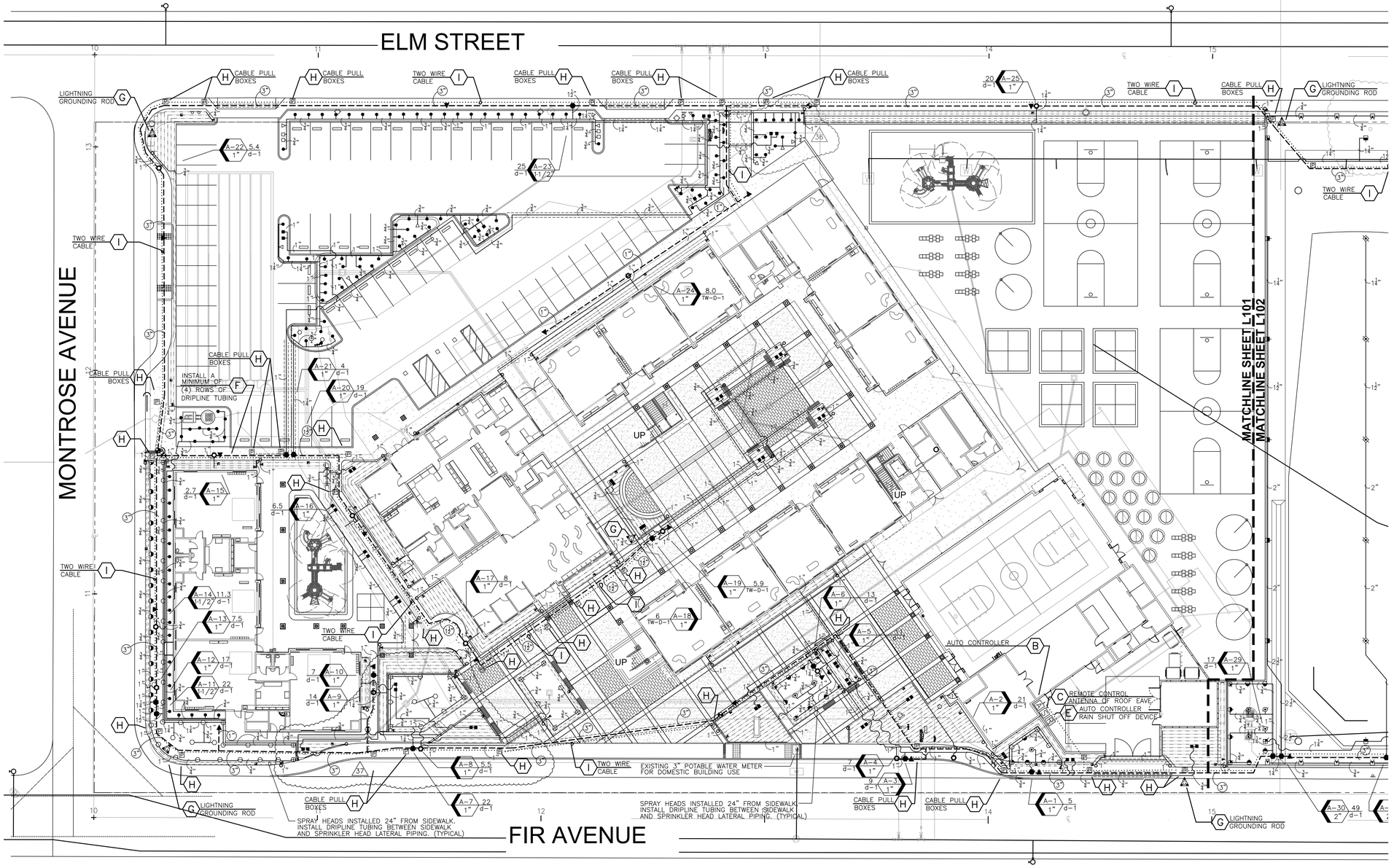
LOWER SECTION	HT.	LBS	KNOCK-OUT
1818 L12	12"	370	(*4*) 5" x 10"
1818 L18	18"	555	(*4*) 9" x 11"
1818 L24	24"	785	(*4*) 9" x 11"

18" x 18" CATCH BASIN

BROOKS PRODUCTS

1818 CB

ORG. DWG. DATE 04-20-95
REV. DWG. DATE 02-28-00



NOTE:
SEE SHEET L103 FOR IRRIGATION LEGENDS AND PROJECT NOTES

GRAPHIC SCALE

0 10 20 40 60

SCALE: 1"=20'

JORDAN, GILBERT & BAIN
LANDSCAPE ARCHITECTS, INC.
459 NORTH VENTURA AVE., VENTURA CA 93001
(805) 642-3641 FAX (805) 653-7874

Jordan, Gilbert & Bain Landscape Architects, Inc. © 2016

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CA

REGISTERED LANDSCAPE ARCHITECT PAUL J. JORDAN 1443 SIGNATURE 2-11-16 RENEWAL DATE 6-20-16 DATE STATE OF CALIFORNIA

LICENSED ARCHITECT ROBERT M. SIMONS No. C-18301 JAN. 31, 2017 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A#

AC _____ FLS _____ SS _____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
△	DELTA 31	8/29/18
△	DELTA 34	10/5/18
△	DELTA 36	11/12/18
△	DELTA 37	12/11/18
△		
△		
△		
△		
△		
△		
△		

DATE ISSUED: JUNE 20, 2016

PROJECT NO: 14.05

SCALE: 1:20

SHEET NUMBER: L101

SHEET TITLE:

IRRIGATION PLAN

SVA ARCHITECTS

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T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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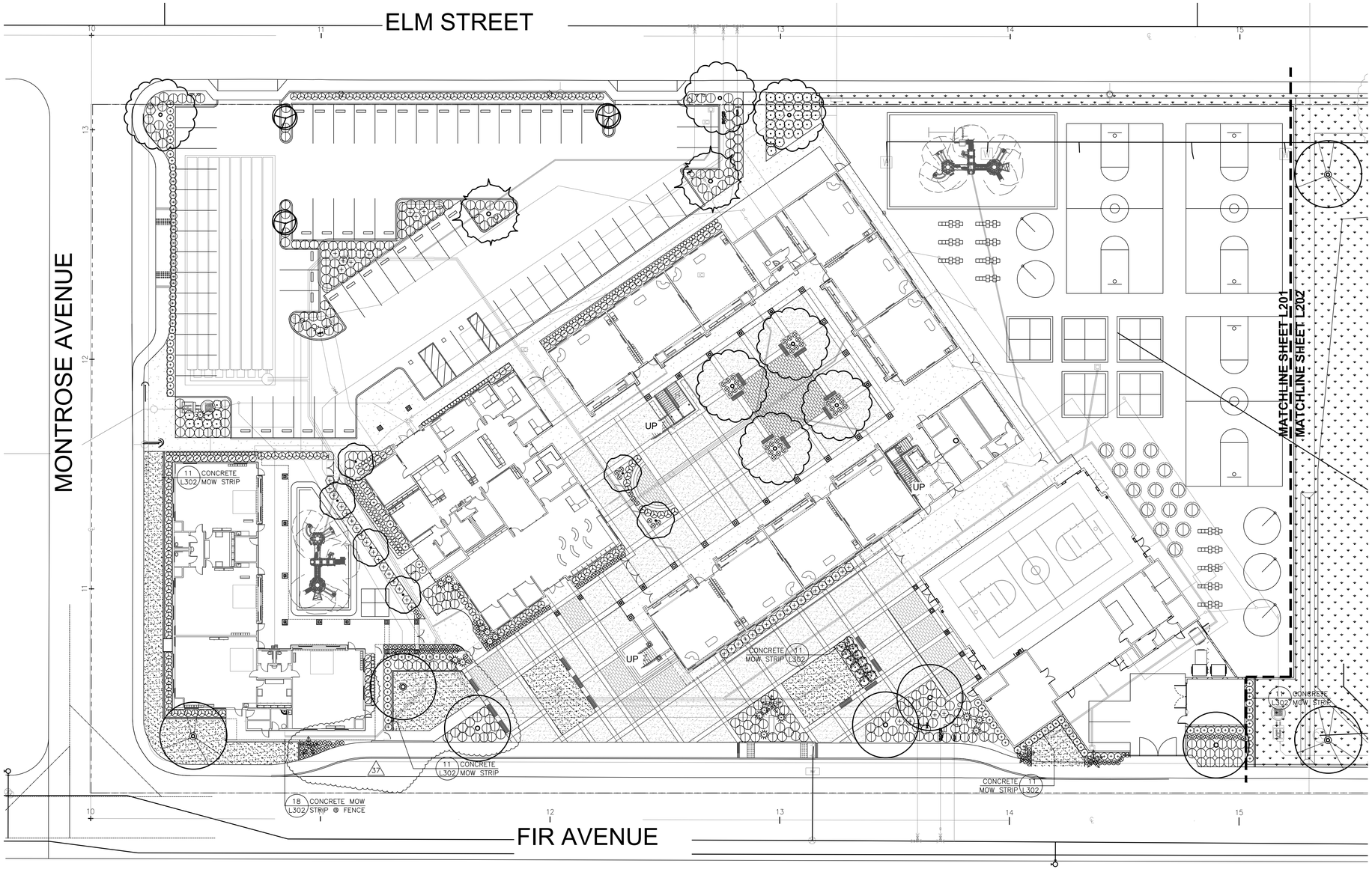

PLANTING LEGEND

SYMBOL	QTY.	SIZE	BOTANICAL NAME/ COMMON NAME	HEIGHT/ SPREAD	DETAIL REF.
	5	24" BOX	PLATANUS ACERIFOLIA LONDON PLANE TREE	6–7'/ 4–5'	12/L302 13/L302
	7	24" BOX	SCHINUS TEREBINTHIFOLIUS BRAZILIAN PEPPER	6–7'/ 4–5'	12/L302 13/L302
	8	24" BOX	ULNUS PARVIFOLIA 'DRAKE' CHINESE EVERGREEN ELM	9–11'/ 4–5'	7/L302 12/L302 13/L302
	2	24" BOX	METROSIDEROS EXCELSUS NEW ZEALAND CHRISTMAS TREE	9–10'/ 4–5'	7/L302 12/L302 13/L302
	6	24" BOX	CERCIS OCCIDENTALIS WESTERN REDBUD	9–11'/ 4–5'	7/L302 12/L302 13/L302
	7	6' B.T.	TRACHYCARPUS FORTUNEI WINDMILL PALM	6–7'/ 2–3'	7/L302 10/L302
	3	24" BOX STANDARD	RHAPHIOLEPIS 'MAJESTIC BEAUTY' INDIAN HAWTHORN	5–6'/ 2–3'	7/L302 12/L302 13/L302

SYMBOL	QTY.	SIZE	BOTANICAL NAME/ COMMON NAME	DETAIL REF.
	49	5 GAL	ROSA 'SEA FOAM' LANDSCAPE ROSE	12/L302
	17	5 GAL	AGAVE ATTENUATA FOX TAIL AGAVE	12/L302
37	117	5 GAL	RHAPHIOLEPIS UMBELLATA 'MINOR' DWARF YEDDO	12/L302
	258	1 GAL	CARISSA 'GREEN CARPET' NATAL PLUM	12/L302
	49	5 GAL	LEYMUS C. 'CANYON PRINCE' LYME GRASS	12/L302
	134	5 GAL	RHAPHIOLEPIS INDICA 'CLARA' INDIA HAWTHORN	12/L302
37	163	5 GAL	DIANELLA R. 'LITTLE REV' LITTLE REV FLAX LILY	12/L302
	189	1 GAL	NANDINA 'HARBOR DWARF' DWARF HEAVENLY BAMBOO	12/L302
	70	5 GAL	CYRTOMIUM FALCATUM HOLLY FERN	12/L302
		HYDROSEED SEE SPECS.	STOVER SEEDS 'SPORTSFIELD MIX'	
		SOD SEE SPECS.	SOUTHLAND SOD MARATHON II	

GRAPHIC SCALE

0 10 20 40 60

SCALE: 1"=20'

JORDAN, GILBERT & BAIN
LANDSCAPE ARCHITECTS, INC.
459 NORTH VENTURA AVE., VENTURA CA 93001
(805) 642–3641 FAX (805) 653–7874

Jordan, Gilbert & Bain Landscape Architects, Inc. © 2016

335

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CA

REGISTERED LANDSCAPE ARCHITECT — SIGNATURE — RENEWAL DATE 8-31-18 — STATE OF CALIFORNIA

LICENSED ARCHITECT — ROBERT M. SIMMONS — No. C-18301 — JAN. 31, 2017 — STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# _____

AC _____ FLS _____ SS _____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
1	DELTA 31	8/29/18
2	DELTA 34	10/5/18
3	DELTA 36	11/12/18
4	DELTA 37	12/11/18
5		
6		
7		
8		
9		
10		

DATE ISSUED: JUNE 20, 2016

PROJECT NO: 14.05

SCALE: 1:20

SHEET NUMBER: L201

SHEET TITLE:

PLANTING PLAN

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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CONTINGENCY ALLOCATION REQUEST

CAR No. 671 R1

Project: Elm Elementary School Reconstruction Project

Date: 4/2/2019

DESCRIPTION OF WORK

Connect Lift Station To City Sewer At Montrose

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-55,193
	Subtotal:	-55,193

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to connect sewer lift station to city sewer and install manhole. Reason: Added in Bulletin 3. As originally designed, the sewer elevations were too high to work with existing city sewer elevations. Lift stations were added to alleviate this issue. Requested By: CEOR Ref:C-08 per Bulletin 3	J Vega Engineering Inc	55,193
	Subtotal:	55,193

Total Change Order Request Amount: **0**

ACKNOWLEDGEMENT

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

INVOICE

J. VEGA ENGINEERING, INC.
PO BOX 6910 Oxnard, CA 93031
P: 805-479-6563
E: JVEGAENGINEERING@YAHOO.COM
State Contractor Lic # A-885900

Date: 3-27-18
C.O.R. #28

MONTROSE SEWER CONNECTION

To Bernards Bros Inc.
555 First Street, San Fernando, CA

ITEM	DESCRIPTION	LABORER	MATERIALS	EQUIPMENT	TOTAL
1	INSTALL +- 100 LF SEWER MAIN TO CONNECT TO EXISTING ON MONTROSE AVE. TO INCLUDE R&R ASPHALT.	LABORER: 64hrs. @$62.47 Total: $3,998.08 OPERATOR: 64 hrs. @ $83.57 T: $5,384.48 Total: $9,346.00	-2 sack slurry backfill: 37 cy. @ $105.00 T: $3,885.00 -fill sand: $425.00 -R&R asphalt:5,645.00 Total: $9,995.00	-Crew truck: $450 / 8 days: $3,600.00 -Backhoe/8 days @ $350.00 T: $2,800.00 -Dump truck: 4 days T: $2,400.00 Total: $8,800.00	T:$28,141.00
2	CONNECT TO EXISTING MANHOLE	Laborer: 6Hrs @ 62.47 T: $374.82 Foreman: 6 hrs. @ $83.57 T: $501.42 Total; $876.24	Core drill/ patch: $429.00	Core saw: T: $376.00	$1,681.24.00
3	INSTALL 48" SEWER MANHOLE PER CITY OF OXNRD SPECS.	Laborer: 34hrs. @ T: $ 62.47 T:$2,123 Operator: 16 hrs. @ $83.57 T: $1,337.12	Manhole w/ grade rings , ring and cover, T:$5,575.00	Crew truck: 2 days @ 450.00 T: $900.00 Backhoe: 2 days @ $350.00 T: $700.00 T: $1,600.00	T: $8,512.00

4	INSTALL SEWER CLEAN OUT.	Laborer: 4 hrs @62.47 T: $249.88	-Pipe, pvc fittings, concrete, box. T:$ 636.00	Truck/tools: $225.00	T: $1,110.88
5	Trench safety, traffic control	Laborer: 16 hrs @ $62.47 T: $999.52 Operator: 4 hrs @ $83.57 T: $334.28 Total: $1,333.80	8-6x10 Trench plates, cold patch T:$1,816.00 Traffic Equipment set up T:$ 4,600.00 Total: $6,416.00	Backhoe: 1 day @ $350.00 Tool truck: 1 day @ $450.00 T:$800.00	T: $8,549.00
				TOTAL:	$47,994.00
				15% Mark Up	$7,199.00
				INVOICE TOTAL:	**$55,193.00**

Make all checks payable to J. VEGA ENGINEERING, INC.

Thank you for your business!

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	J VEGA ENGINEERING, INC	**Trade:**	Operating Engineer
Date:	6/23/2017	**Classification:**	Backhoe Operator
Project:	ELM ST, ELEMENTARY		
Rate Effective Through:	July 2, 2017	**Union :** [X]	**Non Union:** [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$44.74	$ 93.00	$ 115.37
	Vacation & Holiday Accrual	$3.45		
	Hourly Taxable Wage Costs Subtotal	**$ 48.19**	**$ 93.00**	**$ 115.37**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.77	$ 5.77	$ 7.15
	Medicare	$ 0.65	$ 1.35	$ 1.67
	FUI	$ 0.05	$ 0.11	$ 0.14
	SUI	$ 0.39	$ 0.82	$ 1.02
	Workers Compensation Insurance	$ 9.46	$ 9.46	$ 9.46
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 13.33**	**$ 17.50**	**$ 19.44**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 11.45	$ 11.45	$ 11.45
	Pension & Retirement (or equivalent)	$ 9.65	$ 9.65	$ 9.65
	Training (or equivalent)	$ 0.95	$ 0.95	$ 0.95
	Hourly Benefits Subtotal	**$ 22.05**	**$ 22.05**	**$ 22.05**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 83.57**	**$ 132.55**	**$ 156.86**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	J VEGA ENGINEERING, INC	**Trade:**	Laborer (Group 3)
Date:	6/23/2017	**Classification:**	Journeyman
Project:	ELM ST, ELEMENTARY		
Rate Effective Through:	July 2, 2017	**Union :** [X]	**Non Union:** [ ]

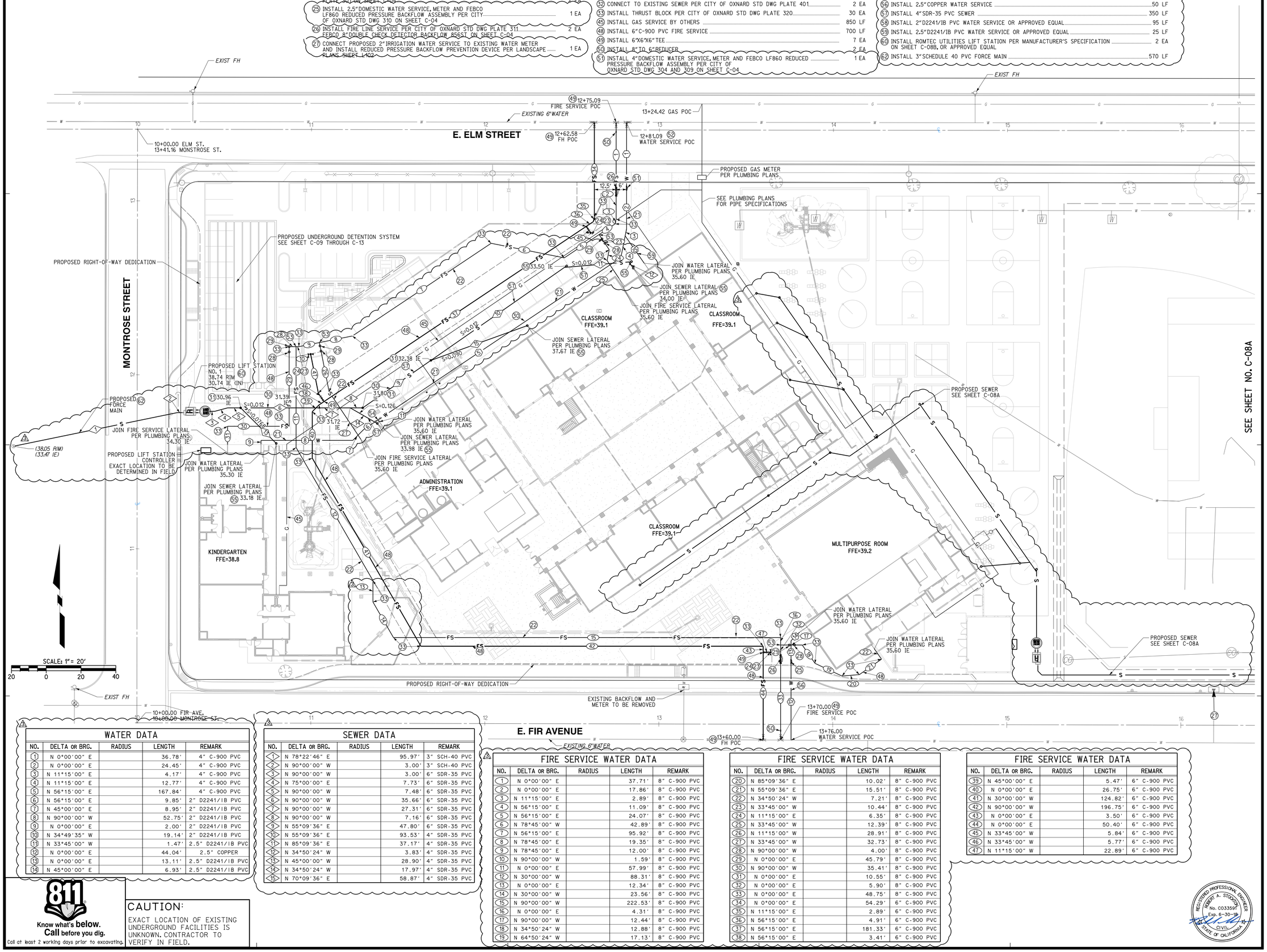
		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$33.44	$ 50.16	$ 66.88
	Vacation & Holiday Accrual	$4.57	$4.57	$ 4.57
	Hourly Taxable Wage Costs Subtotal	**$ 38.01**	**$ 54.73**	**$ 71.45**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.07	$ 3.11	$ 4.15
	Medicare	$ 0.48	$ 0.73	$ 0.97
	FUI	$ 0.04	$ 0.06	$ 0.08
	SUI	$ 0.29	$ 0.44	$ 0.59
	Workers Compensation Insurance	$ 7.07	$ 7.07	$ 7.07
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 9.96**	**$ 11.41**	**$ 12.85**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.06	$ 7.06	$ 7.06
	Pension & Retirement (or equivalent)	$ 6.75	$ 6.75	$ 6.75
	Training (or equivalent)	$ 0.69	$ 0.69	$ 0.69
	Hourly Benefits Subtotal	**$ 14.50**	**$ 14.50**	**$ 14.50**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 62.47**	**$ 80.64**	**$ 98.80**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

UTILITY CONSTRUCTION NOTES AND QUANTITY ESTIMATES

21	INSTALL 4"C-900 PVC WATER SERVICE	250 LF
22	INSTALL 8"C-900 PVC FIRE SERVICE WATER LINE	1,000 LF
23	INSTALL FIRE HYDRANT PER CITY OF OXNARD STD DWG PLATE 300 ON SHEET C-04	2 EA
24	INSTALL TYPICAL BARRICADES FOR FIRE HYDRANTS CITY OF OXNARD STD DWG PLATE 301 ON SHEET C-04	2 EA
25	INSTALL 2.5"DOMESTIC WATER SERVICE, METER AND FEBCO LF860 REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY OF OXNARD STD DWG 310 ON SHEET C-04	1 EA
26	INSTALL FIRE LINE SERVICE PER CITY OF OXNARD STD DWG PLATE 311 FEBCO 8"DOUBLE CHECK DETECTOR BACKFLOW 856ST ON SHEET C-04	2 EA
27	CONNECT PROPOSED 2"IRRIGATION WATER SERVICE TO EXISTING WATER METER AND INSTALL REDUCED PRESSURE BACKFLOW PREVENTION DEVICE PER LANDSCAPE PLANS SHEET L-02	1 EA
28	INSTALL FIRE DEPARTMENT CONNECTIONS (FDC) PER NFPA 24 STANDARDS	4 EA
29	INSTALL POST INDICATOR VALVE (PIV) PER NFPA 24 STANDARDS	4 EA
30	INSTALL 6"SDR-35 PVC SEWER	600 LF
31	INSTALL 6"SEWER CLEANOUT PER CITY OF OXNARD STD DWG PLATE 407	13 EA
32	CONNECT TO EXISTING SEWER PER CITY OF OXNARD STD DWG PLATE 401	2 EA
33	INSTALL THRUST BLOCK PER CITY OF OXNARD STD DWG PLATE 320	30 EA
45	INSTALL GAS SERVICE BY OTHERS	850 LF
48	INSTALL 6"C-900 PVC FIRE SERVICE	700 LF
49	INSTALL 6"X6"X6" TEE	7 EA
50	INSTALL 8" TO 6" REDUCER	2 EA
51	INSTALL 4"DOMESTIC WATER SERVICE, METER AND FEBCO LF860 REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY OF OXNARD STD DWG 304 AND 309 ON SHEET C-04	1 EA
52	INSTALL 6"X6"X4" TEE	1 EA
53	INSTALL 8"X8"X8" TEE	5 EA
54	INSTALL 4"X4"X4" TEE	1 EA
55	INSTALL 4" SEWER CLEANOUT PER CITY OF OXNARD STD DWG PLATE 407	10 EA
56	INSTALL 2.5" COPPER WATER SERVICE	50 LF
57	INSTALL 4" SDR-35 PVC SEWER	350 LF
58	INSTALL 2"D2241/1B PVC WATER SERVICE OR APPROVED EQUAL	95 LF
59	INSTALL 2.5"D2241/1B PVC WATER SERVICE OR APPROVED EQUAL	25 LF
60	INSTALL ROMTEC UTILITIES LIFT STATION PER MANUFACTURER'S SPECIFICATION ON SHEET C-08B, OR APPROVED EQUAL	2 EA
62	INSTALL 3" SCHEDULE 40 PVC FORCE MAIN	570 LF



WATER DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
1	N 0°00'00" E		36.78'	4" C-900 PVC
2	N 0°00'00" E		24.45'	4" C-900 PVC
3	N 11°15'00" E		4.17'	4" C-900 PVC
4	N 11°15'00" E		12.77'	4" C-900 PVC
5	N 56°15'00" E		167.84'	4" C-900 PVC
6	N 56°15'00" E		9.85'	2" D2241/1B PVC
7	N 45°00'00" E		8.95'	2" D2241/1B PVC
8	N 90°00'00" W		52.75'	2" D2241/1B PVC
9	N 0°00'00" E		2.00'	2" D2241/1B PVC
10	N 34°49'35" W		19.14'	2" D2241/1B PVC
11	N 33°45'00" W		1.47'	2.5" D2241/1B PVC
12	N 0°00'00" E		44.04'	2.5" COPPER
13	N 0°00'00" E		13.11'	2.5" D2241/1B PVC
14	N 45°00'00" E		6.93'	2.5" D2241/1B PVC

SEWER DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
1	N 78°22'46" E		95.97'	3" SCH-40 PVC
2	N 90°00'00" W		3.00'	3" SCH-40 PVC
3	N 90°00'00" W		3.00'	6" SDR-35 PVC
4	N 75°00'00" E		7.73'	6" SDR-35 PVC
5	N 90°00'00" W		7.48'	6" SDR-35 PVC
6	N 90°00'00" W		35.66'	6" SDR-35 PVC
7	N 90°00'00" W		27.31'	6" SDR-35 PVC
8	N 90°00'00" W		7.16'	6" SDR-35 PVC
9	N 55°09'36" E		47.80'	6" SDR-35 PVC
10	N 55°09'36" E		93.53'	4" SDR-35 PVC
11	N 85°09'36" E		37.17'	4" SDR-35 PVC
12	N 34°50'24" W		3.83'	4" SDR-35 PVC
13	N 45°00'00" W		28.90'	4" SDR-35 PVC
14	N 34°50'24" W		17.97'	4" SDR-35 PVC
15	N 70°09'36" E		58.87'	4" SDR-35 PVC

FIRE SERVICE WATER DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
1	N 0°00'00" E		37.71'	8" C-900 PVC
2	N 0°00'00" E		17.86'	8" C-900 PVC
3	N 11°15'00" E		2.89'	8" C-900 PVC
4	N 56°15'00" E		11.09'	8" C-900 PVC
5	N 56°15'00" E		24.07'	8" C-900 PVC
6	N 78°45'00" W		42.89'	8" C-900 PVC
7	N 56°15'00" E		95.92'	8" C-900 PVC
8	N 78°45'00" E		19.35'	8" C-900 PVC
9	N 78°45'00" E		12.00'	8" C-900 PVC
10	N 90°00'00" W		1.59'	8" C-900 PVC
11	N 0°00'00" E		57.99'	8" C-900 PVC
12	N 30°00'00" W		88.31'	8" C-900 PVC
13	N 0°00'00" E		12.34'	8" C-900 PVC
14	N 30°00'00" W		23.56'	8" C-900 PVC
15	N 90°00'00" W		222.53'	8" C-900 PVC
16	N 0°00'00" E		4.31'	8" C-900 PVC
17	N 90°00'00" W		12.44'	8" C-900 PVC
18	N 34°50'24" W		12.88'	8" C-900 PVC
19	N 64°50'24" W		17.13'	8" C-900 PVC

FIRE SERVICE WATER DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
20	N 85°09'36" E		10.02'	8" C-900 PVC
21	N 55°09'36" E		15.51'	8" C-900 PVC
22	N 34°50'24" W		7.21'	8" C-900 PVC
23	N 33°45'00" W		10.44'	8" C-900 PVC
24	N 11°15'00" E		6.35'	8" C-900 PVC
25	N 33°45'00" W		12.39'	8" C-900 PVC
26	N 11°15'00" W		28.91'	8" C-900 PVC
27	N 33°45'00" W		32.73'	8" C-900 PVC
28	N 90°00'00" W		4.00'	8" C-900 PVC
29	N 0°00'00" E		45.79'	8" C-900 PVC
30	N 90°00'00" W		35.41'	8" C-900 PVC
31	N 0°00'00" E		10.55'	8" C-900 PVC
32	N 0°00'00" E		5.90'	8" C-900 PVC
33	N 0°00'00" E		48.75'	8" C-900 PVC
34	N 0°00'00" E		54.29'	6" C-900 PVC
35	N 11°15'00" E		2.89'	6" C-900 PVC
36	N 56°15'00" E		4.91'	6" C-900 PVC
37	N 56°15'00" E		181.33'	6" C-900 PVC
38	N 56°15'00" E		3.41'	6" C-900 PVC

FIRE SERVICE WATER DATA

NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARK
39	N 45°00'00" E		5.47'	6" C-900 PVC
40	N 0°00'00" E		26.75'	6" C-900 PVC
41	N 30°00'00" W		124.82'	6" C-900 PVC
42	N 90°00'00" W		196.75'	6" C-900 PVC
43	N 0°00'00" E		3.50'	6" C-900 PVC
44	N 0°00'00" E		50.40'	6" C-900 PVC
45	N 33°45'00" W		5.84'	6" C-900 PVC
46	N 33°45'00" W		5.77'	6" C-900 PVC
47	N 11°15'00" W		22.89'	6" C-900 PVC

811 Know what's below. Call before you dig. Call at least 2 working days prior to excavating.

CAUTION: EXACT LOCATION OF EXISTING UNDERGROUND FACILITIES IS UNKNOWN. CONTRACTOR TO VERIFY IN FIELD.

REGISTERED PROFESSIONAL ENGINEER ROBERT A. STOCKER No. C033597 Exp. 6-30-18 CIVIL STATE OF CALIFORNIA

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA, 93033

LICENSED ARCHITECT ROBERT M. SIMONDS No. C-18911 Jan. 31, 2015 STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
A# 03-116407
AC_____ FLS_____ SS_____
DATE _____

REVISIONS:

	DESCRIPTION	DATE
3	BULLETIN 3	5-12-2017

DATE ISSUED: MAY 12, 2017
PROJECT NO: 1340159
SCALE: 1"=20'
SHEET NUMBER: C-08
SHEET TITLE:

UTILITY PLAN

RICK ENGINEERING COMPANY
1770 IOWA AVENUE
SUITE 100
RIVERSIDE, CA 92507
951.782.0707
(FAX)951.782.0723
San Diego - Orange - San Luis Obispo
Sacramento - Bakersfield - Tucson - Phoenix
rickengineering.com

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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G:\17139\CIVIL\17139pgrd08.ut1.dgn PLOT DATE: 12-MAY-2017 JN 17139

CONTINGENCY ALLOCATION REQUEST

CAR No. 674 R1

Project: Elm Elementary School Reconstruction Project

Date: 4/4/2019

DESCRIPTION OF WORK

Bulletin 24 Added Gate Hardware

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-1,761
	Subtotal:	-1,761

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost for added hardware for gates that were added in Bulletin 24. Reason: Campus fence and gates were added in Bulletin 24. Requested By: SVA Architects Ref: Bulletin 24	Construction Hardware Co	1,761
	Subtotal:	1,761

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Construction Hardware Co.

216 Pacific Street, Pomona, CA 91768-3216 Phone 909.594.9093
P.O. Box 2587, Pomona, CA 91769-2587 Fax 909.595.8050

www.constructionhardwareco.com

Architectural Hardware, Doors and Frames
Installation, Access Control, Custom Solutions

Change Order#: ***44766***

CHANGE ORDER PROPOSAL

Issued To:

Bernards c*Elm Street Elem Sch

Elm Street Elem School

Oxnard, CA 93033

Date: 12/14/2018
Ref#: CYLINDERS GATES
Requested By: kyle Ramin
Job #: 7877
Salesperson: RANDY GARDNER

Quantity	Part #	Description	Price	Extended
30	CYLINDERS		$53.10	$1,593.00
	SCH 20-022-6 EV 626 T125 KWY (KEYED ALIKE AEA39)			
1	FREIGHT & HANDLING		$45.00	$45.00
	UPS TO JOBSITE			

Notes:
EXTRA CYLINDERS FOR GATES REQUESTED BY PROJECT MANAGER KYLE RAMIN.

Sub Total: $1,638.00
Tax: $123.46

BB

Total Quote: ***$1,761.46***

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

ARCHITECTS

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 # 24 Narrative

Revision: 08/24/2018

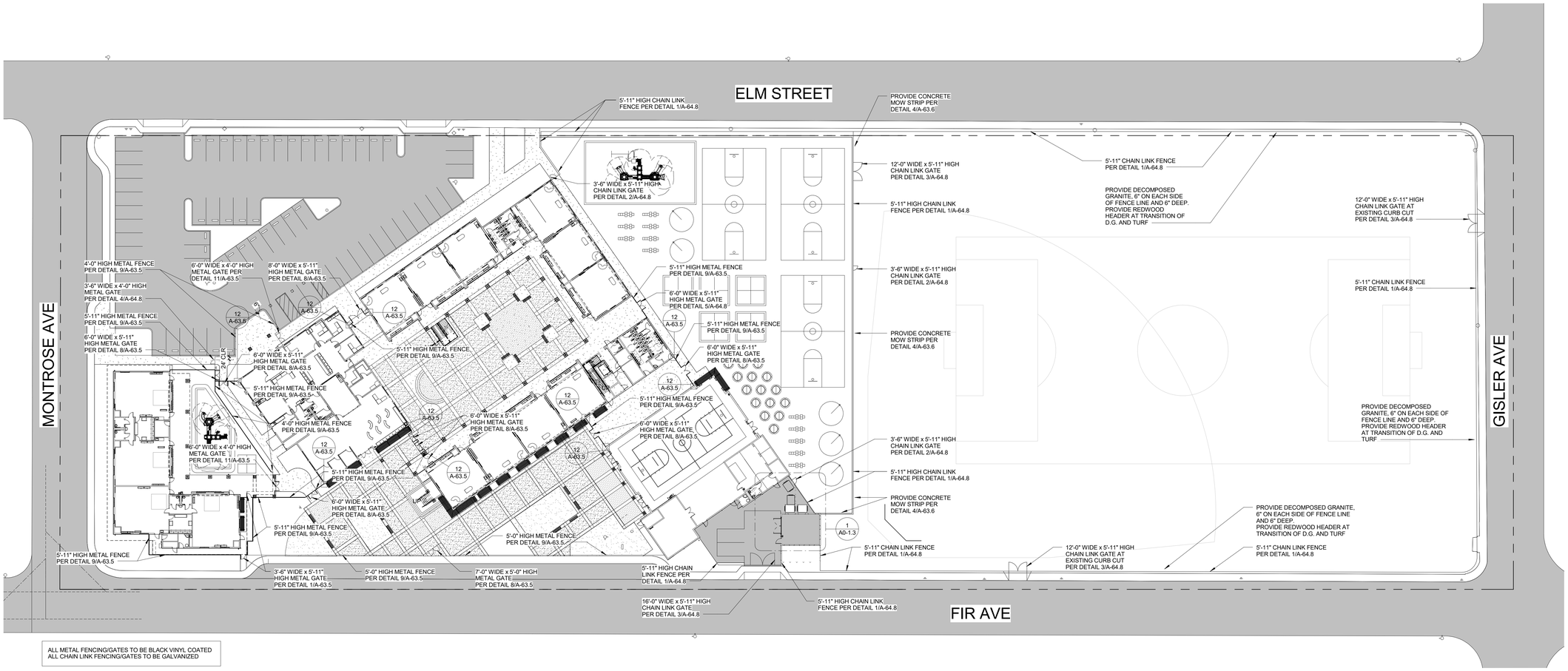
*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents requested by Owner. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or 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:
A0-1.00 – Campus Fencing Plan
Updated inner core metal fencing and added perimeter chain link fencing around the campus
A0-1.3 – Enlarged Site Plans
Replaced CMU wall next to utility enclosure with chain link fence and gate
A63.5 – Gate Details
Revised/Added metal fence gate details
A-64.8 – Gate Details
Added sheet for chain link/metal fence details
SK-1 – Fence/Gate Post Footing
Added detail to accommodate field conditions
SK-2 – Fence/Gate Post Base
Added detail to accommodate field conditions
SKA-0 – Classroom Second Floor Partial Plan
Showing locations of pilasters at curbs on second floor walkway
SKA-1 – Pilasters at Exterior Wall
Added Pilasters at Classroom second floor curbs
SKA-2 – Pilasters at Columns
Added Pilasters at Classroom second floor curbs

<u>Drawings</u>
A0-1.00 – Campus Fencing Plan
A0-1.3 – Enlarged Site Plans
A-63.5 – Gate Details
A-64.8 – Gate Details
SK-1 – Fence/Gate Post Footing
SK-2 – Fence/Gate Post Base
SKA-0 – Classroom Second Floor Partial Plan

SKA-1 – Pilasters at Exterior Wall
SKA-2 – Pilasters at Columns

Distribution:
District
Contractor
IOR



ALL METAL FENCING/GATES TO BE BLACK VINYL COATED
ALL CHAIN LINK FENCING/GATES TO BE GALVANIZED

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT
ROBERT M. SIMONDS
No. C-18301
JAN. 31, 2019
STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
24	BULLETIN 24	8/24/18

DATE ISSUED: 01/08/16

PROJECT NO: 1340159

SCALE: 1" = 30'-0"

SHEET NUMBER: A0-1.00

SHEET TITLE:

CAMPUS FENCING PLAN

24

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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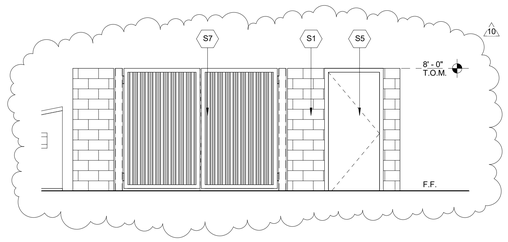
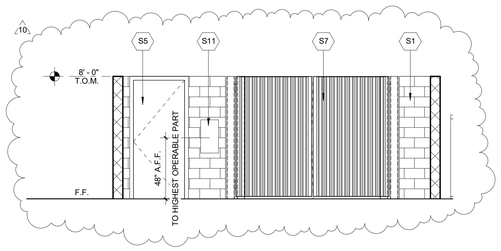
CAMPUS PLAN - FENCING PLAN | 1" = 30'-0" | 1



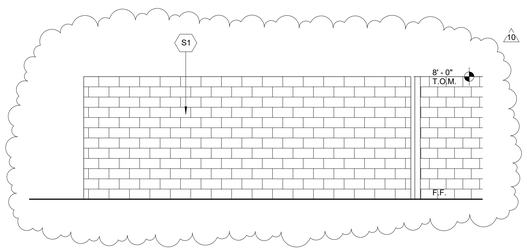
WEST ELEVATION | 1/4" = 1'-0" | 8



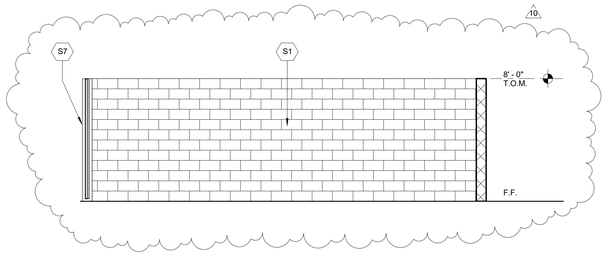
SECTION 2 | 1/4" = 1'-0" | 3

S1	8" CMU WALL
S2	NOT USED
S3	ELECTRICAL EQUIPMENT PER ELECTRICAL DRAWINGS
S4	AC PAVING PER CIVIL DRAWINGS
S5	3'-4" WIDE X 8'-0" HIGH HOLLOW METAL DOOR WITH HOLLOW METAL FRAME. FACTORY PRIME AND FIELD PAINT BOTH DOOR AND FRAME.
S6	NOT USED
S7	10'-0" WIDE X 8'-0" HIGH METAL GATE PER DETAIL 4/-
S8	GRAVEL FLOOR COVER
S9	PLANTING PER LANDSCAPE DRAWINGS
S10	TRASH CANS. DISTRICT TO SELECT, TRASH SERVICE TO PROVIDE
S11	SURFACE MOUNTED FIRE EXTINGUISHER CABINET WITH EXTINGUISHER (4A:20B:C) SEE DETAIL 16/A-64.4
S12	8' x 10' CONCRETE PAD PER STRUCTURAL DETAIL 16/S301
S13	CONCRETE FOOTINGS PER STRUCTURAL DETAIL 10/S303

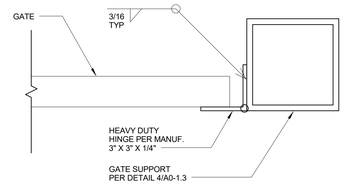
ENLARGED PLAN KEYNOTES



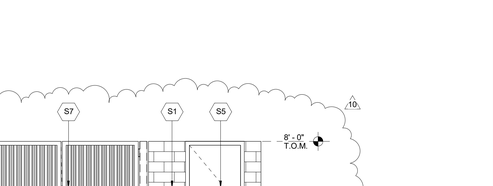
EAST ELEVATION | 1/4" = 1'-0" | 7



SECTION 1 | 1/4" = 1'-0" | 2

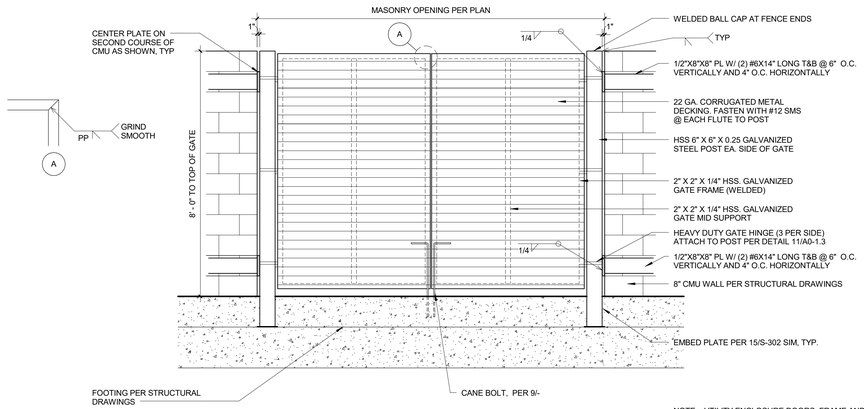


GATE HINGE | 3" = 1'-0" | 11



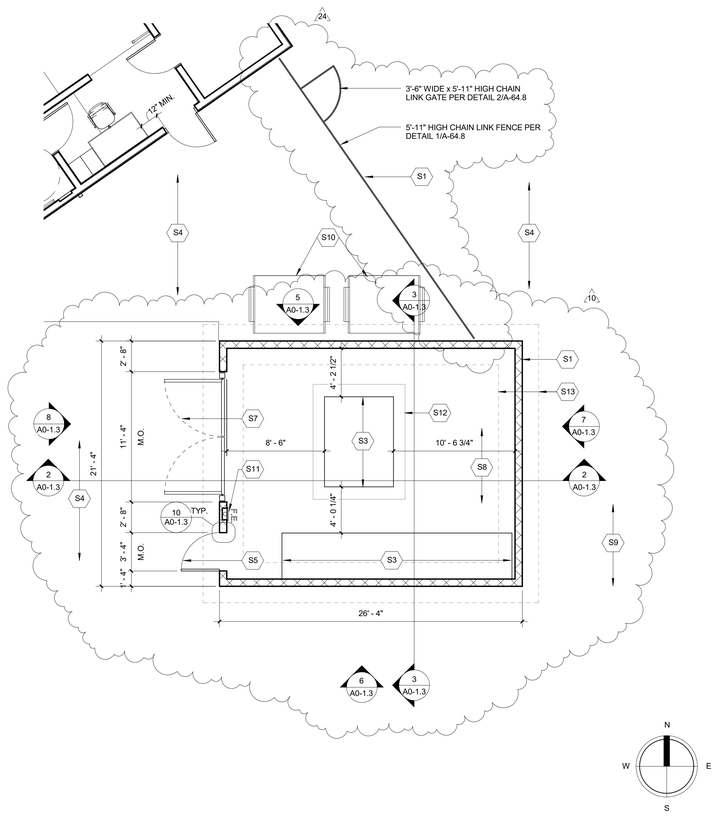
SOUTH ELEVATION | 1/4" = 1'-0" | 6

NORTH ELEVATION | 1/4" = 1'-0" | 5

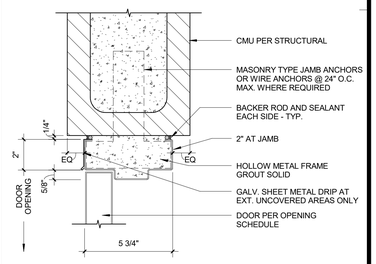


NOTE: UTILITY ENCLOSURE DOORS, FRAME AND SUPPORT STRUCTURE TO BE PRIMED AND PAINTED PER ARCHITECTS DIRECTION

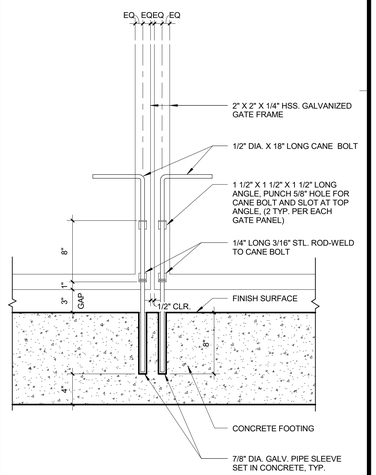
ELECTRICAL ENCLOSURE GATES | 1/2" = 1'-0" | 4



ENLARGED ELECTRICAL ENCLOSURE | 3/16" = 1'-0" | 1



DOOR JAMB AT CMU WALL | 3" = 1'-0" | 10



CANE BOLT | 1 1/2" = 1'-0" | 9

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT
ROBERT M. SIMON
No. C-18301
JAN. 31, 2019
STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
10	BULLETIN #10	8/16/17
24	BULLETIN 24	8/24/18

DATE ISSUED: 01/08/16

PROJECT NO: 1340159

SCALE: As indicated

SHEET NUMBER: **A0-1.3**

SHEET TITLE:

ENLARGED SITE PLANS

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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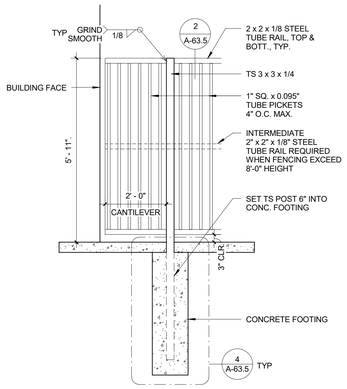
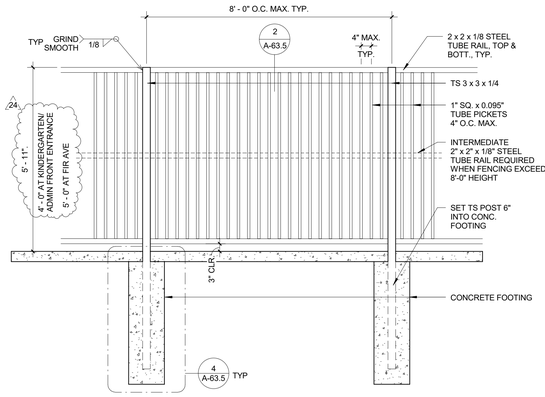
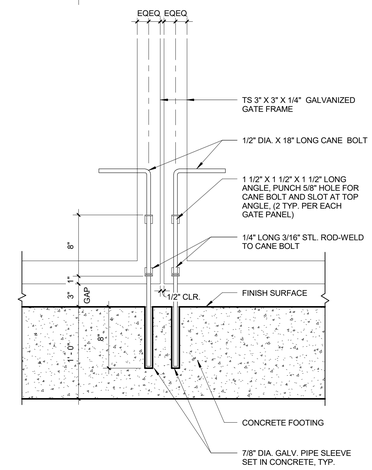


TYP. METAL FENCE - CANTILEVER | 1/2" = 1'-0" | 12



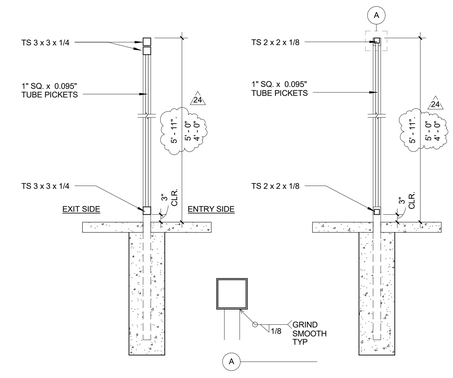
TYP. METAL FENCE | 1/2" = 1'-0" | 9



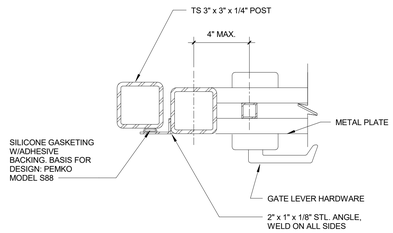
CANE BOLT | 1 1/2" = 1'-0" | 6

GENERAL GATE NOTES:

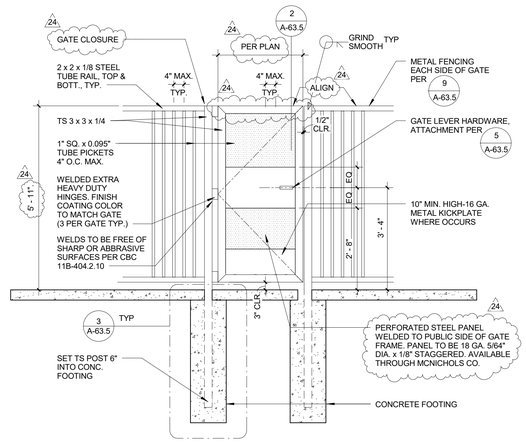
1. ALL WELDS SHALL BE 1/8" CONTINUOUS FILLET WELDS ALL AROUND - GRIND SMOOTH. WELDS TO BE FREE OF SHARP OR ABBRASIVE SURFACE PER CBC 11B-404.2.10. PROVIDE FULL PENETRATION WELD ALL AROUND AT GATE FRAMES.
2. ALL TUBULAR STEEL MEMBERS ARE TO HAVE A SHOP APPLIED 8515 ZINC GALVANIZED, AND COATED WITH URETHANE PAINT SYSTEM
3. ALL FENCING, GATES, COMPONENTS, AND HARDWARE ARE TO HAVE A SHOP APPLIED 8515 ZINC GALVANIZED, AND COATED WITH URETHANE PAINT SYSTEM
4. ALL TUBULAR STEEL PICCKETS AND POSTS SHALL HAVE WELDED CAPS AND FLUSH AT TOP
5. ALL TUBULAR STEEL MEMBERS TO BE 11 GAUGE MIN., UNLESS OTHERWISE NOTED
6. POST LOCATIONS NOT TO EXCEED 8' - 0" O.C. MAX
7. FIELD GALVANIZE ALL WELDS
8. MAINTAIN POSTS AND ALL PICKETS VERTICAL ON ALL SLOPED AREAS
9. PROVIDE SLEEVE FOR BOTH OPEN AND CLOSED POSITION
10. SEE DETAIL 6/A-63.5 FOR DOUBLE CANE BOLT



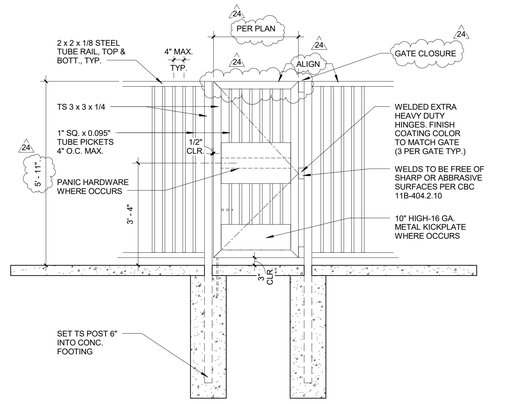
PANIC GATE SECTION | 1/2" = 1'-0" | 2



LATCH SECTION | 3" = 1'-0" | 5



(ENTRY SIDE)



(EXIT SIDE)

CONCRETE BANDS | 3" = 1'-0" | 10

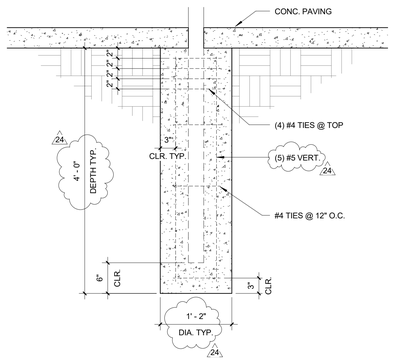
RUBBER PLAY SURFACING | 3" = 1'-0" | 7

DOUBLE METAL GATE | 1/2" = 1'-0" | 8

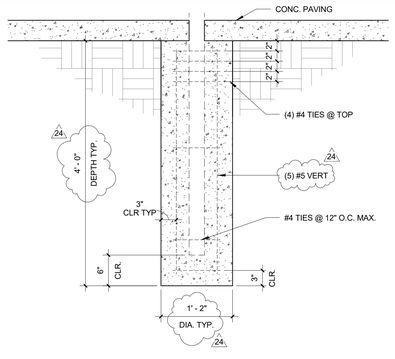
NOTE:

HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH SECTION 11B-309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES (864MM) MINIMUM AND 44 INCHES (118 MM) MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS MAXIMUM.

Answered ☑ Pending ☐
RFI #: 527
Description:
Double Ped Gate



FOOTING @ POST | 1" = 1'-0" | 4



FOOTING @ GATE | 1" = 1'-0" | 3

NOTE:

HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH SECTION 11B-309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES (864MM) MINIMUM AND 44 INCHES (118 MM) MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS MAXIMUM.

SINGLE METAL GATE | 1/2" = 1'-0" | 1

OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: ELM STREET ELEMENTARY SCHOOL

CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

LICENSED ARCHITECT
ROBERT M. SIMON
No. C-18501
JAN. 31, 2019
STATE OF CALIFORNIA

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A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
24	BULLETIN 24	8/24/18

DATE ISSUED: 01/08/16

PROJECT NO: 1340159

SCALE: As indicated

SHEET NUMBER: A-63.5

SHEET TITLE:

GATE DETAILS

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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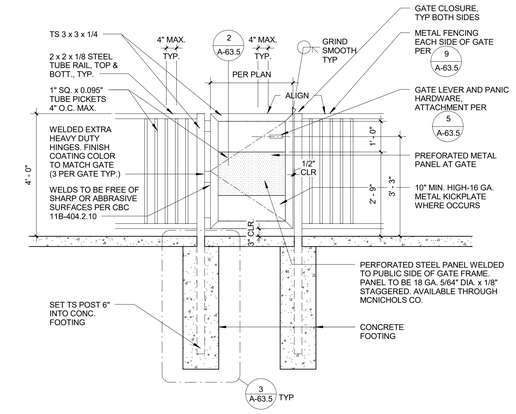
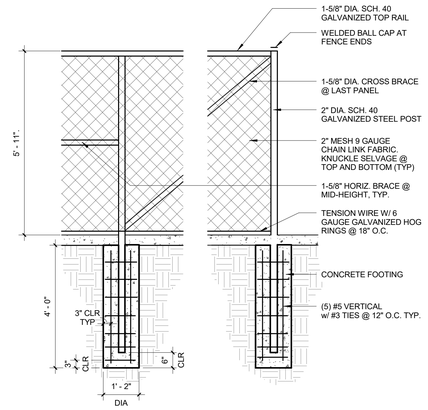


NOTE:

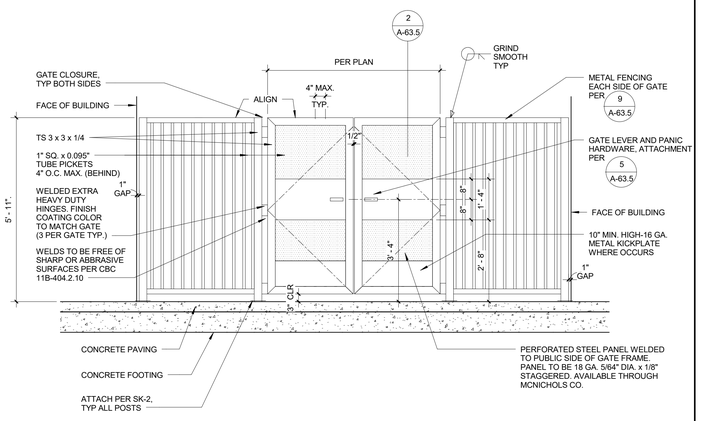
HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH SECTION 11B-309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES (864MM) MINIMUM AND 44 INCHES (118 MM) MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS MAXIMUM.

SINGLE METAL GATE - 4'-0" HIGH | 1/2" = 1'-0" | 4



NOTES:
1. OPEN MESH FENCES ARE NOT PART OF DSA REVIEW AND APPROVAL PER 2013 CALIFORNIA BUILDING STANDARD ADMINISTARTIVE CODE SEC. 4-314.
2. ALL CHAIN LINK FABRIC SHALL BE GALVANIZED. POSTS, RAILS AND CONNECTING HARDWARE SHALL BE GALVANIZED. PROVIDE SHOP DRAWINGS FOR APPROVAL.

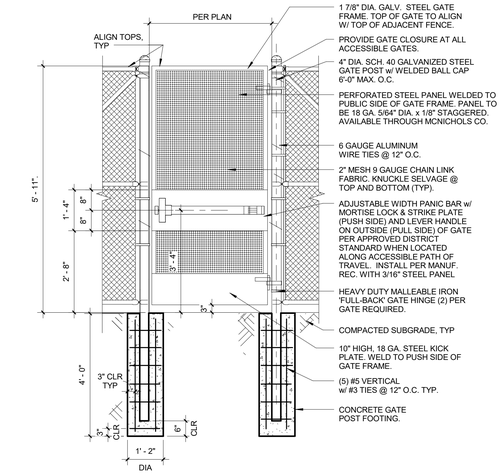
CHAIN LINK FENCE | 1/2" = 1'-0" | 1



NOTE:

HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH SECTION 11B-309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES (864MM) MINIMUM AND 44 INCHES (118 MM) MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS MAXIMUM.

DOUBLE METAL GATE - CLASSROOM BREEZEWAY | 1/2" = 1'-0" | 5



NOTES:
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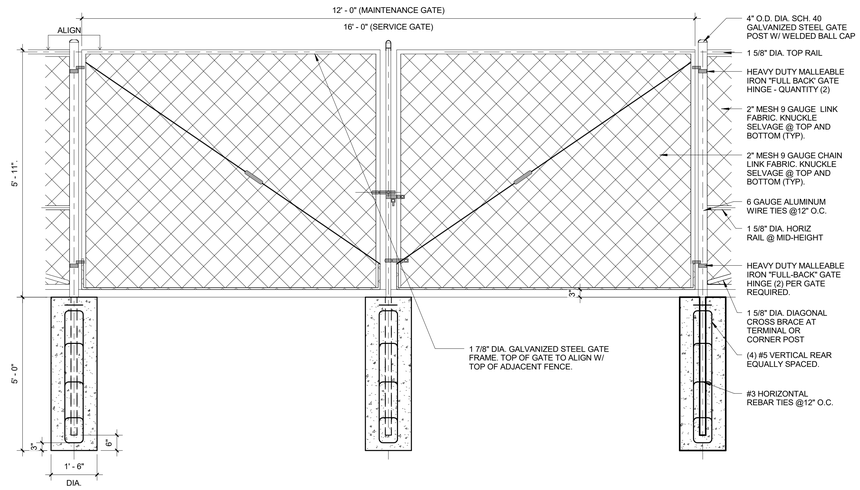
2. ALL CHAIN LINK FABRIC SHALL BE GALVANIZED. POSTS, RAILS AND CONNECTING HARDWARE SHALL BE GALVANIZED. PROVIDE SHOP DRAWINGS FOR APPROVAL.

CHAIN LINK GATE (PEDESTRIAN) | 1/2" = 1'-0" | 2



NOTES:
1. OPEN MESH FENCES ARE NOT PART OF DSA REVIEW AND APPROVAL PER 2013 CALIFORNIA BUILDING STANDARD ADMINISTARTIVE CODE SEC. 4-314.
2. ALL CHAIN LINK FABRIC SHALL BE GALVANIZED. POSTS, RAILS AND CONNECTING HARDWARE SHALL BE GALVANIZED. PROVIDE SHOP DRAWINGS FOR APPROVAL.

CHAIN LINK GATE (VEHICLE) | 1/2" = 1'-0" | 3

OWNER: OXNARD SCHOOL DISTRICT

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CLIENT ADDRESS: 450 EAST ELM STREET, OXNARD, CALIFORNIA

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JAN. 31, 2019
STATE OF CALIFORNIA

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

A# 03-116407

AC_____ FLS_____ SS_____

DATE _____

REVISIONS:

	DESCRIPTION	DATE
24	BULLETIN 24	8/24/18

DATE ISSUED: 01/08/16

PROJECT NO: 1340159

SCALE: 1/2" = 1'-0"

SHEET NUMBER: 24 A-64.8

SHEET TITLE:

GATE DETAILS

SVA ARCHITECTS
3 MACARTHUR PLACE, SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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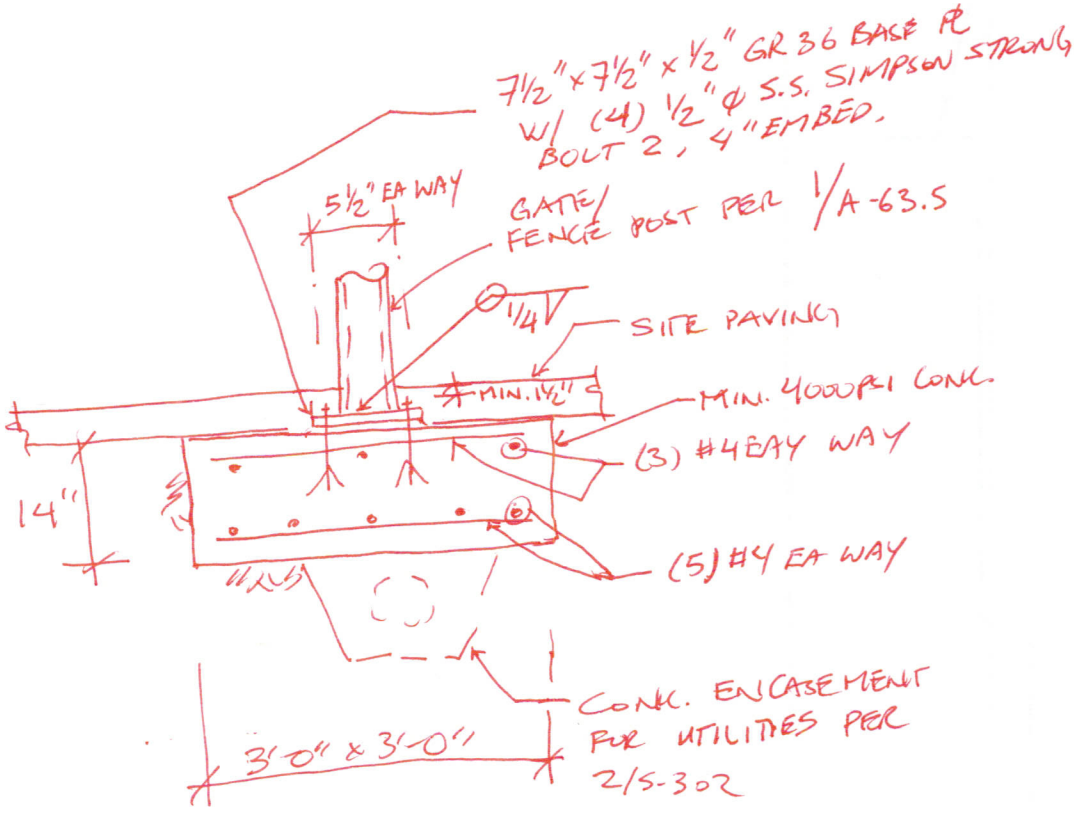
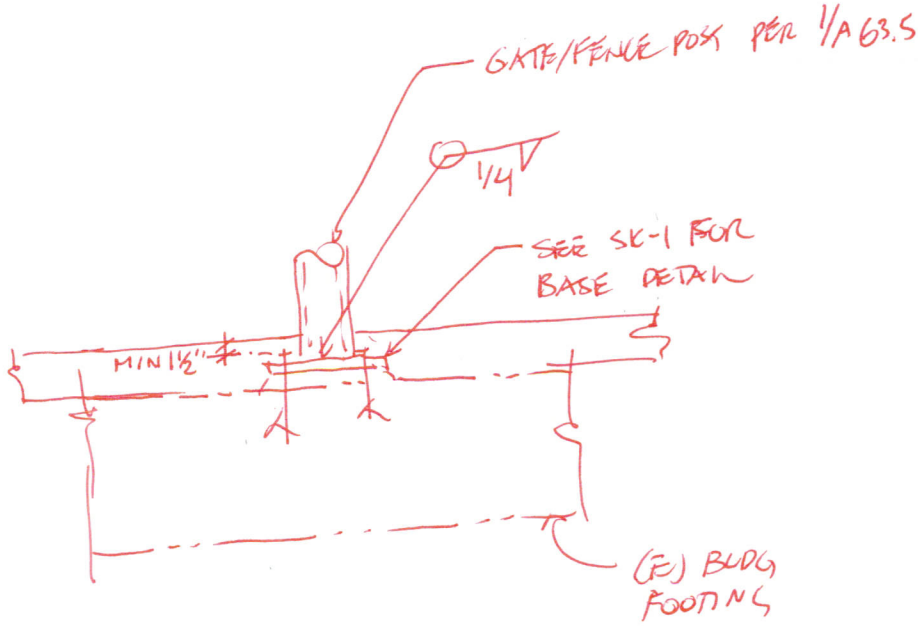
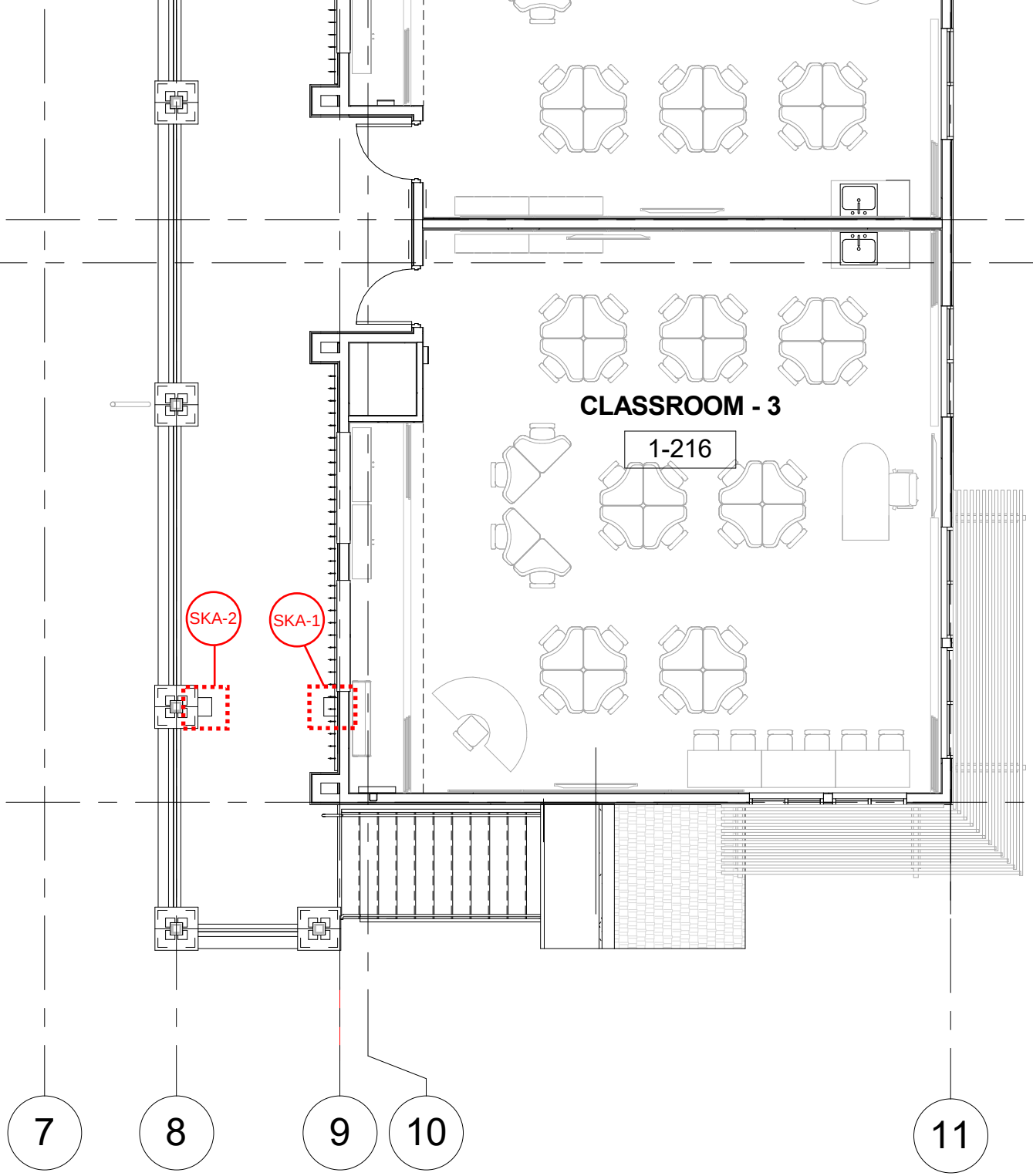


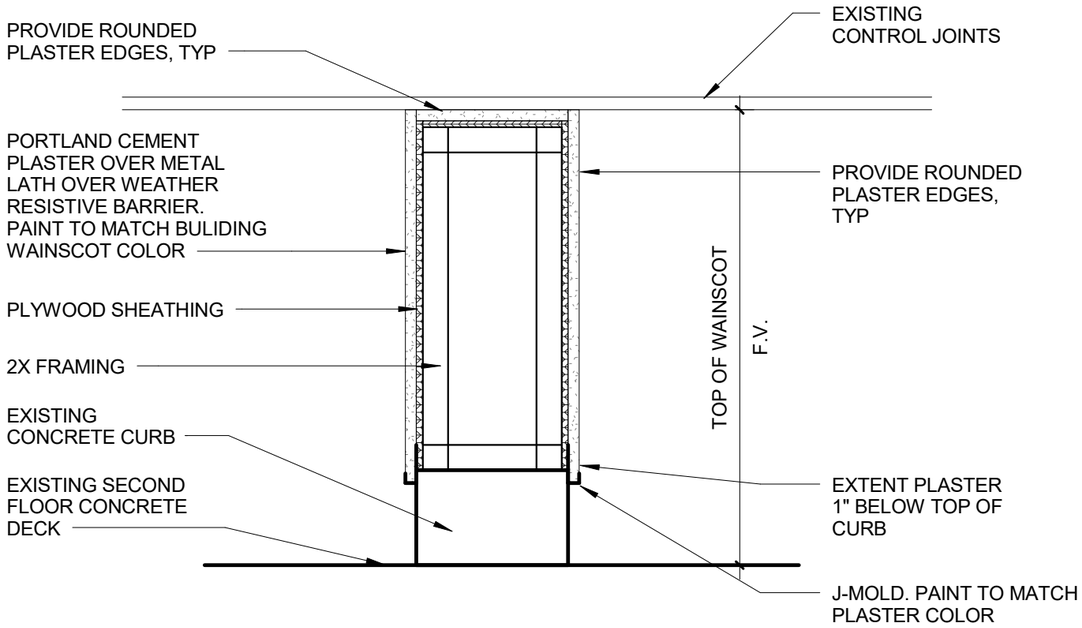
FENCE/ GATE POST FOOTING — SK-1



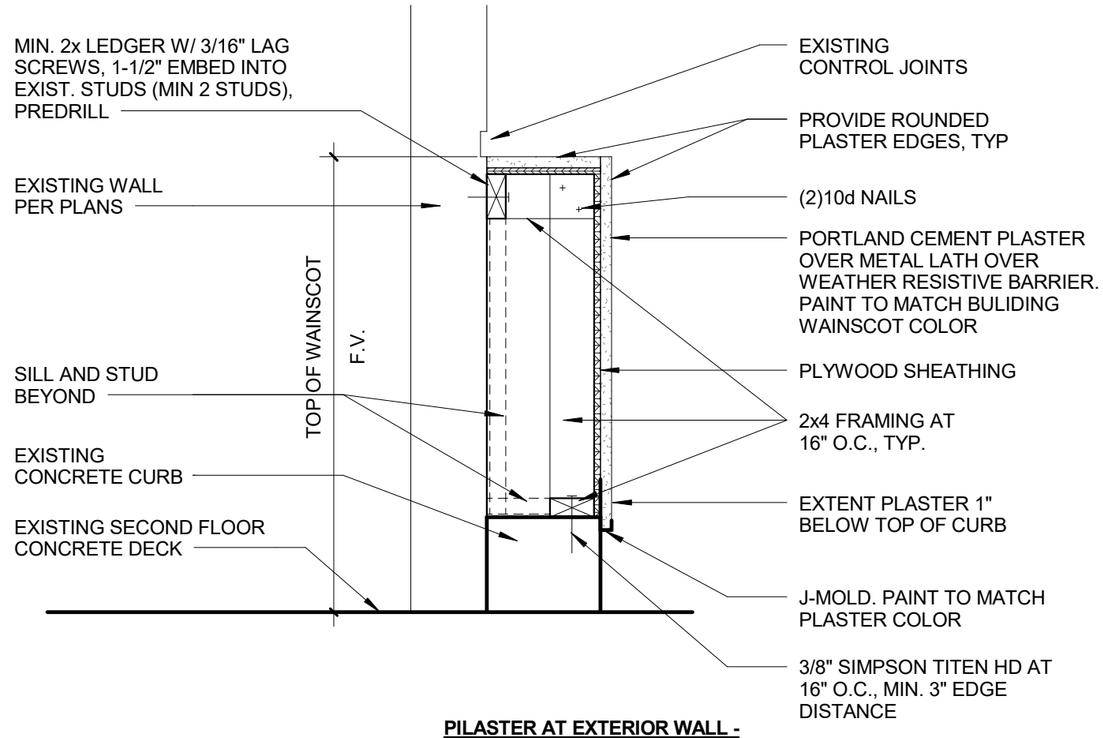
FENCE / GATE POST BASE — SK2



CLASSROOM - 2ND FLOOR PLAN
SKA-0



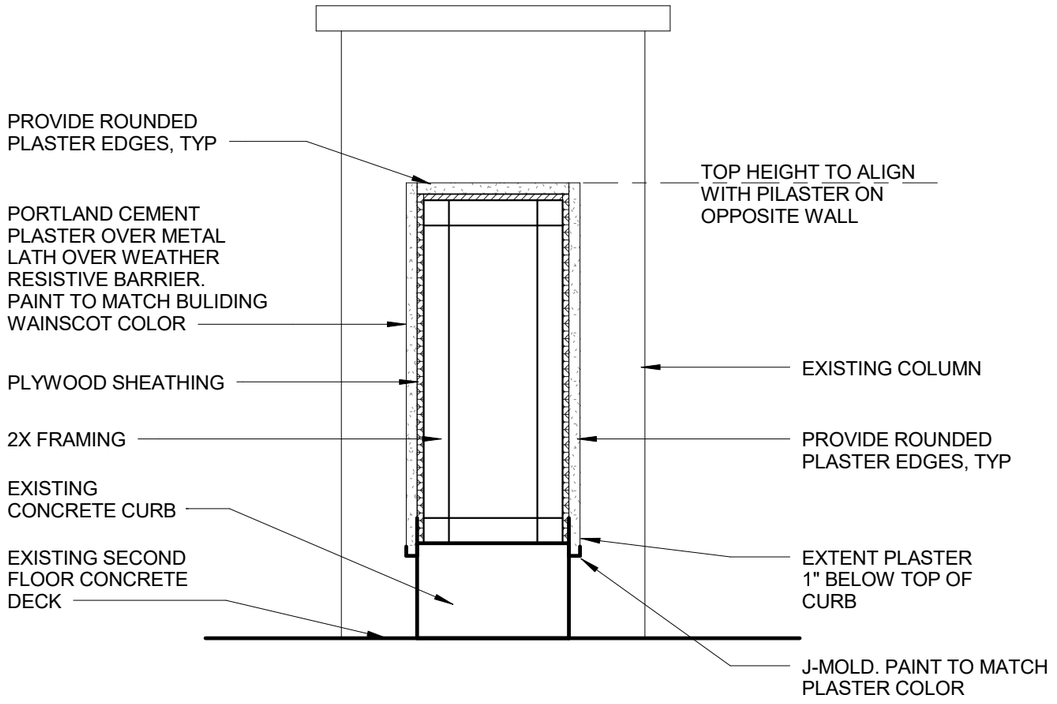
PILASTER AT EXTERIOR WALL - FRONT VIEW



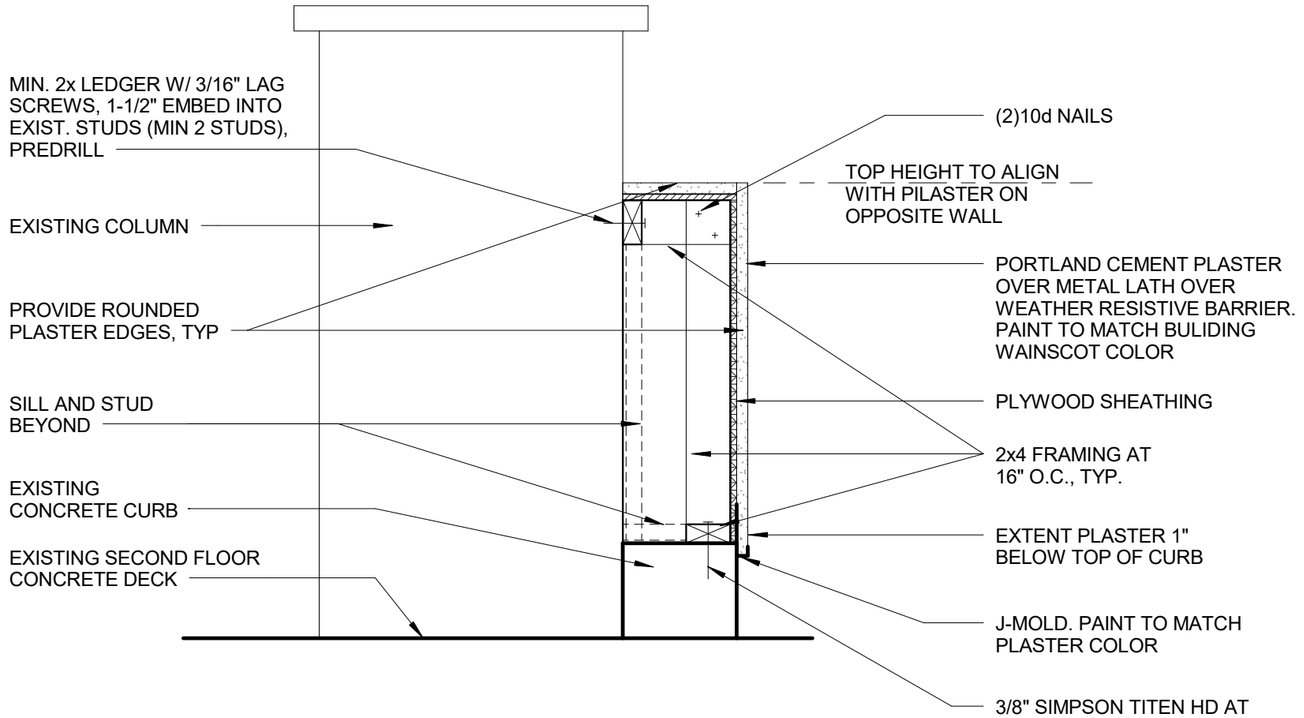
PILASTER AT EXTERIOR WALL - SIDE VIEW

SVA ARCHITECTS
3 MacArthur Place, Suite 850 Santa Ana, California 92707
T. 949.809.3380 www.svaarchitects.com

DESCRIPTION: PILASTER AT EXTERIOR WALL - CLASSROOM SECOND FLOOR		DRAWING REFERENCE:	ASK #: SKA-1
PROJECT NAME: ELM STREET ELEMENTARY SCHOOL		ISSUE REFERENCE:	DATE 08/15/18
PROJECT NUMBER: 1340159-Bldg 1			SCALE 1" = 1'-0"
			DRAWN BY Author



PILASTER AT COLUMN - FRONT VIEW



PILASTER AT COLUMN - SIDE VIEW

SVA ARCHITECTS
3 MacArthur Place, Suite 850 Santa Ana, California 92707
T. 949.809.3380 www.svaarchitects.com

DESCRIPTION:
PILASTER AT COLUMN - CLASSROOM SECOND FLOOR

PROJECT NAME:
ELM STREET ELEMENTARY SCHOOL

PROJECT NUMBER:
1340159-Bldg 1

DRAWING REFERENCE:

ISSUE REFERENCE:

ASK #:
SKA-2

DATE
08/15/18

SCALE
1" = 1'-0"

DRAWN BY
Author

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8/24/2018 2:56:05 PM

BERNARDS

ALLOWANCE ALLOCATION REQUEST

AAR No. 1,001 R0

Project: Elm Elementary School Reconstruction Project

Date: 7/17/2019

DESCRIPTION OF WORK

Transfer Unused Allowance To COntingency

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Allowance Offset		
Unused Remove & Relocate Portables Allowance transferred to Contingency		-60,000
Unused Abatement Allowance Transfer To Contingency		-25,000
Unused Plumbing Allowance Transfer To Contingency		-19,342
Unused School Signange Allowance Transfer to Contingency		-12,000
Unused Soil Testing Allowance Transfer to Contingency		-15,000
	Subtotal:	-131,342

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Added to Contingency		131,342
	Subtotal:	131,342

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Jennifer MacIsaac
Signature

Jennifer MacIsaac, Prog. Mgr
Printed Name & Title

8/2/19
Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

#16-199

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

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 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.

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

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

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

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

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

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by 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.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of

proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement 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

the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:
Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,

Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR

Bernards

THE DISTRICT

Oxnard School District,
a California school district

#16-199

By: Rick Fochtman

Title: Senior Vice President

Date: 01/12/2017

By: Lisa A. Franz

Title: Director, Purchasing

Date: 1-24-17

EXHIBITS A and B

Scope of Work

EXHIBIT A

Scope of Work

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project wil 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 Daya. 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).**

		PLAN SHEET DATE
GENERAL PLAN SHEETS		
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 ACCESSESSIBILITY 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	
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	

EXHIBIT A

Scope of Work

STRUCTURAL PLAN SHEETS, continued		9/1/2014
SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	5/25/2016
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
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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
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07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
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07 72 00	ROOF ACCESSORIES	8/1/2016
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07 84 00	FIRE STOPPING	8/1/2016
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08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
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09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
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12 36 00	COUNTERTOPS	8/1/2016
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DIVISION 13 - SPECIAL CONSTRUCTION		
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DIVISION 14 - CONVEYING EQUIPMENT		
14 20 10	PASSENGER ELEVATORS	8/1/2016
DIVISION 21 - FIRE SUPPRESSION		
21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
DIVISION 22 - PLUMBING		8/1/2016
22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
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22 07 00	PLUMBING INSULATION	8/1/2016
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23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
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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
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26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
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26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
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26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
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26 52 00	EMERGENCY POWER	8/1/2016
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27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016
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28 31 00	FIRE DETECTION ALARM	8/1/2016

EXHIBIT A

Scope of Work

PROJECT SPECIFICATIONS Prepared by SVA Architects

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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

555 First Street
San Fernando, California 91340
T 818.898.1521 F 818.838.7956
www.bernards.com

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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

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
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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

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

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BUILDERS • MANAGEMENT SERVICES

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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

QUALIFICATIONS & ASSUMPTIONS

Elm Street Elementary School Reconstruction

450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback

December 9, 2016

	The following items provide additional clarifications regarding the scope of work included in the Proposal:
1	All Testing and inspection including shop inspection. All testing and inspection will be performed by the authority having jurisdiction or a third party hired by the owner.
2	GMP excludes all permanent connection or use fees by outside utility companies.
3	Settlement surveys of adjacent properties or utilities
4	Furnishing, installation, unloading / hoisting, storage, trash removal, and traffic control of Owner's FF&E items
5	Detail 20/S602 is Included for the Sun Shade Structural Steel Connections
6	Tectum Panels at the MPR Bldg Roof are Installed per Detail 2/A-64.2 Without Wood Furring or Insulation Above the Tectum Panels per the Specifications.
7	Continuous Unistrut, Fire Sealant and wire through blocking is excluded per Details 10,13&14/A64.1
8	Moisture Testing is Included per the Specifications. If Remediation is Required, the Cost per SF will be negotiated with Contractor
9	Side Channels per Spec 122113, 2.02/D are No Longer Offered by Any Manufacturer and are Excluded.
10	GMP excludes the relocation of any existing play structures noted on the drawings.

SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report

BERNARDS

Erosion Control	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Whitson CM / Bernards					
Base Bid						
Spec #: 312500	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						
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
Erosion Control						
Silt Fencing	15,109					
Fiber Rolls	1,600					
Construction Entrances	21,000					
Storm Drain Inlet Protection	1,375					
SWPPP Implementation	28,562					
TOTALS	67,646	0	0	0	0	0

Recommendation:	Amount
Whitson CM / Bernards	67,646

Bid Evaluation Report

BERNARDS

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
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

BERNARDS

Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	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

BERNARDS

Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	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	$19 / CY	$20.30 / CY	$29 / CY	$25.57 / CY	$26.10 / CY	$28.80 / CY
Export Spoils Stockpiled by Others	18,810	20,097	28,710	25,314	25,839	28,512
Concrete Spoils	9,500	10,150	14,500	12,785	13,050	14,400
Site Utilities	1,900	2,030	2,900	2,557	2,610	2,880
Plumbing, Electrical	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Structure Moving	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)						
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

BERNARDS

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

BERNARDS

Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Terra Pave	Onyx Paving	Toro Ent.			
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

BERNARDS

Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	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

BERNARDS

Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	**Lopez Eng.**	**A&S Cement**	**Santa Clarita Conc.**	**Toro Ent.**		
Throughout Site per A0-1.1	Included	Included	Included			
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250	1,250	Included			
Marquee Sign Footing & Cap per 18/S303	4,320	Included	Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 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

BERNARDS

Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pilgrim Fence				Date Printed	12/6/2016
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

BERNARDS

Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	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		
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

BERNARDS

Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	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

BERNARDS

Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.		
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

BERNARDS

Building Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	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 Faming 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

BERNARDS

Building Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Clarita Concrete	JT Wimsatt				
5" SOG - 3&4/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

BERNARDS

Lightweight Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	**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	0

Recommendation:	Amount
Insul-Flow	43,195

Bid Evaluation Report

BERNARDS

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/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

BERNARDS

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				
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

BERNARDS

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

BERNARDS

Structural Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel				
Elevator Sill Angle & Threshold	Included	1,200				
Roof Access Ladders - 2/A64.4	Included	Included				
Bldg 1 - Classroom (1)	Included	Included				
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
Fixed Sun Screens	Included	Included				
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included				
Bldg 1 - Classroom (8)	Included	Included				
Bldg 2 - MPR (6)	Included	Included				
Bldg 3 - Admin (2)	Included	Included				
Bldg 4 - Kindergarten (2)	Included	Included				
TOTALS	501,400	504,880	0	0	0	0
Recommendation:	Amount					
Ironman, Inc	501,400					

Bid Evaluation Report

BERNARDS

Rough Carpentry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	WS Klem	Abdellatif Ent.	JF Construction			
Base Bid	2,903,000	2,895,000	Incomplete			
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included				
Spec #: 067000, 097733, 107113.43	Included	Included				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Rough Framing	Included	Included				
Wall Schedule per A61.1	Included	Included				
Plywood Sheathing as Shown on Wall Types	Included	Included				
MFR - Standard Structures	Included	Included				
Glu-Laminated Beams & Struc Eng. Beams	Included	Included				
MFR - RedBuilt Drawings 1-5	Included	Included				
Open Web Trusses, I-Joists, LVL	Included	Included				
Simpson HDW as Scheduled	Included	Included				
Supply Anchor/Sill Bolts for Wood Framing per Wall Faming 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

BERNARDS

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

BERNARDS

Rough Carpentry	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	WS Klem	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 Klem	2,984,977

Bid Evaluation Report

BERNARDS

Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	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

BERNARDS

Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Systems WP	Angelus WP	Eberhard	Letner		
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

BERNARDS

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

BERNARDS

Insulation	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	DJ Insulation	Viking Insulation	ALCAL			
Base Bid	80,000	89,860	56,152			
Spec #: 72100	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			
Thermal and Blanket Insulation	Included	Included	Included			
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included			
R19 & 8" Batts at Int & Ext Walls	Included	Included	Included			
R30 at Roof	Included	Included	30,000			
Walls with "A" Designation to Receive Insulation per A61.1	Included	Included	Included			
Insulation at All Buildings 1-4	Included	Included	Included			
TOTALS	80,000	89,860	86,152	0	0	0

Recommendation:	Amount
DJ Insulation	80,000

Bid Evaluation Report

BERNARDS

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
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	R&J SM	Merit Metal Products				
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
GFRC Panels - RFI 50						
Bldg 2 - MPR - A2-11.2	12,697	12,697				
GFRC Panels at Parapet Overhang - 11/A64.2	In Above	In Above				
Bldg 3 - Admin	14,127	14,127				
GFRC Panels at Parapet Top - 11/A64.2	In Above	In Above				
TOTALS	**220,506**	**223,824**	**0**	**0**	**0**	**0**
Recommendation:	**Amount**					
R&J SM	**220,506**					

Bid Evaluation Report

BERNARDS

Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Ferguson & Melvin	
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	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

BERNARDS

Doors, Frames & Hardware	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Design Hardware	Star Hardware	Construction Hardware			
Base Bid	277,648	225,035	222,820			
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	Included	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Hollow Metal Doors and Frames	Included	Included	Included			
MFR per Specs	Included	Included	Included			
Frame Details - A62.1	Included	Included	Included			
Site	Included	Included	Included			
Site 3'-4"x8' HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250			
Bldg 1 - Classroom - A1-52.1	Included	Included	Included			
Bldg 2 - MPR - A2-52.1	Included	Included	Included			
Bldg 3 - Admin - A3-52.1	Included	Included	Included			
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included			
Install HM Doors	Included	Included	Included			
Install HM Frames	In Drywall	In Drywall	In Drywall			
Install Wood Doors	Included	Included	Included			
Door Hardware	Included	Included	Included			
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included			
Door Thresholds	Included	Included	Included			
Misc. Door Hardware	Included	Included	Included			
Storefront Doors	13,000	11,550	12,760			
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing			
TOTALS	291,898	237,835	236,830	0	0	0
Recommendation:	Amount					
Construction Hardware	236,830					

Bid Evaluation Report

BERNARDS

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

BERNARDS

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

BERNARDS

Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaprosheild	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report

BERNARDS

Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	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

BERNARDS

Tile Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	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

BERNARDS

Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eljay Acoustics	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	2,736	2,736	2,736	2,736	2,736	2,736
2x Furring at Presentation Ceiling - 8/A64.2	Included	Included	Included	Included	Included	Included
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	N/A	N/A	N/A	N/A	N/A	N/A
Acoustic Room Components						

Bid Evaluation Report

BERNARDS

Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elljay 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

BERNARDS

Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Coustic-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	2,736	2,736	2,736	2,736		
2x Furring at Presentation Ceiling - 8/A64.2	Included	Included	Included	Included		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-51.1	N/A	N/A	N/A	N/A		
Acoustic Room Components						

Bid Evaluation Report

Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Coustic-Glo		
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

BERNARDS

Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental 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	Included	Included	Included	Included	Included	
Minor Floor Prep	Included	Included	Included	6,500	Included	
Testing for PH and Moisture	$3.70 / SF	$5.25 / SF	$5.00 / SF	$5.00 / SF	$5.00 / SF	
Remediation if Applicable	Included	Included	Included	Included	Included	
Resilient Flooring	Included	Included	Included	Included	Included	
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
All Classrooms	650	650	650	650	650	
VCT in Elevator Cab per 7/Gen-6	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
Rms - 102, 103, 104, 115	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included	Included	
Bldg 4 - Kindergarten	Included	Included	Included	Included	Included	
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
Carpet Tile	Included	Included	Included	Included	Included	
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 29701 Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
Resilient Athletic Flooring	Included	Included	Included	Included	Included	
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick						

Bid Evaluation Report

Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Reliable Flooring	
Color A & B - A63.3	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
Rm - 101 & 105	Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3	5,500	5,500	5,500	5,500	5,500	
Volleyball Court	In Above	In Above	In Above	In Above	In Above	
Basketball Court	In Above	In Above	In Above	In Above	In Above	
TOTALS	121,150	197,768	158,895	115,371	114,964	0

Recommendation:	Amount
Reliable Flooring	114,964

Bid Evaluation Report

BERNARDS

Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Prime Painting	Valley Painting
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RFI 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	14,500	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	Included	Included	Included	Included
Exterior Stairs Shop Primed and Painted	110,000	93,125	110,000	110,000	110,000	110,000
Intumescent Fireproofing	In Above	Included	In Above	In Above	In Above	In Above
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	5,000	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4						

Bid Evaluation Report

BERNARDS

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

BERNARDS

Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	**Guy Smithson**	**Pacific Painting Co**	**ISR Painting**			
Base Bid	368,123	343,000	Incomplete			
Spec #: 099000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	Included	Included				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
	N/A	N/A				
Painting and Coating						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included				
Colors TBD - RFI 10	Included	Included				
Bldg 1 Finish Sch - A1-53.1	Included	Included				
Bldg 2 Finish Sch - A2-53.1	Included	Included				
Bldg 3 Finish Sch - A3-53.1	Included	Included				
Bldg 4 Finish Sch - A4-53.1	Included	Included				
(2) Top Coats and (1) Coat Primer	Included	Included				
Exterior Plaster All Bldgs	Included	Included				
Walls and Ceilings	Included	Included				
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included				
Shop-Primed Items	Included	Included				
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included				
Exterior Stairs Shop Primed and Painted	Included	Included				
Intumescent Fireproofing	110,000	110,000				
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above				
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
	In Above	In Above				

Bid Evaluation Report

BERNARDS

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

BERNARDS

Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				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

BERNARDS

Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	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	
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

BERNARDS

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

BERNARDS

Food Service Equipment	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Kamran and Co.	Kitcor	RW Smith	East Bay	Boelter	
Base Bid	349,000	373,116	389,400	396,000	353,000	
Spec #: 114000	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	90 Days	Included	60 Days	30 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	
Food Service Equipment						
Equip Schedule per Specs & FS-201	Included	Included	Included	Included	Included	
Kitchen in MPR Bldg 2 - A2-41.1	Included	Included	Included	Included	Included	
Remote Refrigeration Rack on Roof - A2-11.2 & FS-502	Included	Included	Included	Included	Included	
Walk-In Freezer & Cooler - FS-503	Included	Included	Included	Included	Included	
Hood Details - FS-602 & 3	Included	Included	Included	Included	Included	
Substitutions Allowed per RFI 29	Included	Included	Included	Included	Included	
TOTALS	349,000	373,116	389,400	396,000	353,000	0

Recommendation:	Amount
Kamran and Co.	349,000

Bid Evaluation Report

BERNARDS

Window Coverings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Sheward & Son & Sons	Diversified Window				
Base Bid	24,950	41,006				
Spec #: 122113	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	90 Days	90 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Window Coverings						
MFR - Levelor, HD, Spring	Included	Included				
Bldg 3 - Admin	Included	Included				
All Windows Interior and Exterior per Note 134/A3-11.1	Included	Included				
Bldg 4 - Kindergarten	Included	Included				
Windows per Floor Plan on A4-11.1, Note 134	Included	Included				
TOTALS	24,950	41,006	0	0	0	0

Recommendation:	Amount
Sheward & Son & Sons	24,950

Bid Evaluation Report

BERNARDS

Elevators	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Otis				Date Printed	12/6/2016
Base Bid						
Spec #: 142010-AD1	135,000					
Spec #:	Included					
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

BERNARDS

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						
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

BERNARDS

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		
Sawcuting for New Utilities	Included	Included	Included	Included		
Traffic Control	3,584	3,584	3,584	Included		
Traffic Rated Trench Plates	Included	Included	Included	Included		
Temp Asphalt Patching	Included	Included	Included	Included		
Excavation Spoils Stockpile	2,048	2,048	2,048	Included		
Pressure Test and Flush System	Included	Included	Included	Included		
Sewer	Included	Included	Included	Included		
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included		
Cleanouts (8)	Included	Included	Included	Included		
All Piping and Connections to Main line (2)	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

BERNARDS

Site Utilities

Elm Street Elementary School Reconstruction

	Job Number	Elm
	Bid Date	12/7/2016
	Date Printed	12/6/2016

	Subcontractors					
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)	Included	Included	Included	Included		
Fire Hydrant Bollards/Footings - 301/C04 (12)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Sprinkler Connections - 5' Outside Bldg	3,000	3,000	3,000	2,600		
Domestic Water and Irrigation	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	Included	Included	Included		
Gas	Included	40,000	Included	Included		
Gas Lines per Plumbing P005	Included	Included	Included	Included		
Performance Contingency	N/A	N/A	45,000	N/A		
TOTALS	**698,032**	**580,128**	**519,039**	**541,895**	**0**	**0**

Recommendation:	**Amount**
J. Vega Eng.	**519,039**

Bid Evaluation Report

BERNARDS

Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	15 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	Yes	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Plumbing						
Temporary Water Service & Distribution	7,500	7,500	7,500	7,500	7,500	
All Related Trenching / Backfill	Included	Included	Included	Included	Included	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
HW / CW Piping	Included	Included	Included	Included	Included	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS

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

BERNARDS

HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	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

BERNARDS

HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				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

BERNARDS

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.			
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

BERNARDS

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.**			
Cable Schedule - E0.4	Included	Included	Included			
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included			
Distribution Panelboards	Included	Included	Included			
Panel Boards	Included	Included	Included			
Power Distribution	Included	Included	Included			
Conduits & Raceways	Included	Included	Included			
Terminal Cabinets & Racks	Included	Included	Included			
Cable Trays & Supports	Included	Included	Included			
Wiring / Conductors	Included	Included	Included			
Floor boxes	Included	Included	Included			
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included			
Connections to Existing Generator	Included	Included	Included			
Lighting Control Panel / System	Included	Included	Included			
Emergency Lighting / Exit Signs	Included	Included	Included			
Power to Mechanical & Plumbing Equipment	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included			
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included			
Bldg 2 - MPR	Included	Included	Included			
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included			
Connections for all Kitchen Equipment	Included	Included	Included			
Conduit for Theatrical Lighting	Included	Included	Included			
Elec Room 102 - E2-4.1	Included	Included	Included			
Bldg 3 - Admin	Included	Included	Included			
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included			
Power for VAV & Rooftop Equipment	Included	Included	Included			
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included			
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included			
Single Line Diagram - E4.0	Included	Included	Included			
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included			
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included			
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc			
Theatrical Lighting and Stage Dimming Equip	Included	Included	Included			
MFR - Electronic Theatre Controls (ETC)	Included	Included	Included			

Bid Evaluation Report

BERNARDS

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.**			
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 Gamewll-FCI	In Above	Included	Included			
Complete Addressable Fire Alarm System	In Above	Included	Included			

Bid Evaluation Report

BERNARDS

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

BERNARDS

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**	6,150	Glendon Co.	5
	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)			
105100	**Lockers**	1,650	John Pence	3
	MFR - Art Metal, Penco, Republic			
	Locker Alcove 2-113			
	2-Tier Lockers per 6&7/A64.4			
107500	**Flagpoles**	4,293	Pole Tech	2
	Flag Pole 35' per 8/A64.4 (1)			
	Set Pole			
	Footing per Site Concrete			
114800	**Physical Education Equipment**	5,150	Bernards	
	MFR - Jaypro, Cassidy, Draper			
	Volleyball Sleeves, Standards, Net, Antenna			
	Ref Stand and Pad			
124813	**Entrance Floor Mats**	N/A	N/A	
	MFR - AFP, RC Musson, Pawling			
	Rubber Mat 1/4" Thick, 48x72			
126823	**Folding Cafeteria Tables**	OFOI	OFOI	
N/A	**Misc Site Furnishings**	128,099	Bernards	
	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			
N/A	**Misc Equipment (TV's)**	121,300	Bernards	
	TV's in Classrooms			
	MFR - Sharp 50" & 60" LE650U			
	Wall Mount - Chief TS318TU			
	Ceiling Mount - Chief MCM1U			
	Bldg 1 - Classroom			
	60" TV's in Classroom Bldg per 9/A64.4 (62)			
	TV Mounts (62)			
	Bldg 4 - Kindergarten			
	50" TV's in Classroom Bldg per 11/A64.3 (4)			
	TV Mounts (4)			
N/A	**Final Cleanup**	68,534	Bernards	
	Exterior			
	Interior			
	Total	**335,176**	**Bids Received**	**10**

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Change Order No. 007 to Construction Services Agreement #17-117, with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/CFW)

Change Order No. 007 addresses miscellaneous modifications requested by the Engineer and the DSA Inspector of Record to the Marshall New Classroom Building Project. Change Order Request (COR) No. 11R3 is to install extra roof supports to building HVAC system components. COR No. 169R1 is an Engineer's design clarification at the roof and COR No. 180R1 is to provide furred walls under the classroom TVs to meet disabled access requirements. Change Order No. 007 provides for the Board's ratifiфcation of the following three (3) COR's:

- COR No. 11R3 - RTU Power Exhausts (Extra Required Supports)
- COR No. 169R1 - Two Piece Reglet
- COR No. 180R1 - Metal Stud Furred Walls

FISCAL IMPACT:

Thirty-Six Thousand Six Hundred Sixty-Four Dollars and No Cents ($36,664.00) to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 Six-month update.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order No. 007 for Master Agreement #17-117 with Bernards.

ADDITIONAL MATERIALS:

Attached: **Change Order No. 007 (2 Pages)**
COR 11R3 - RTU Power Exhausts (14 Pages)
COR 169R1 - Two Piece Reglet (5 Pages)
COR 180R1 - Metal Stud Furred Walls (14 Pages)
Construction Services Agreement #17-117 - Bernards (115 Pages)

CHANGE ORDER

Date: 8/21/2019 **CHANGE ORDER NO. 007**

PROJECT: **MARSHALL NEW CLASSROOM BUILDING**
O.S.D. BID No. **N/A**
O.S.D. Agreement No. 17-117

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

ARCHITECT **CSDA Design Group**
4061 Glencoe Ave., Ste B
Marina del Rey, CA 90292

CONTRACTOR:
Bernards
555 First Street
San Fernando, CA 91340
Attn: Mr. Rick Fochtman

Architects Proj. No.: 1534.01
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116806

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM..... **$ 8,994,236.00**

NET CHANGE - ALL PREVIOUS CHANGE ORDERS (1-6)..... $ 274,156.00

ADJUSTED CONTRACT SUM.....**$ 9,268,392.00**

NET CHANGE - $ 36,664.00

Total Change Orders to Date: 007.....$ 310,820.00

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 007... ..... **$ 9,305,056.00**

Commencement Date: .....August 28, 2017
Original Completion Date: .....October 31, 2018
Original Contract Time: .....429 Calendar Days
Time Extension for all Previous Change Orders: .....Zero Calendar Days
Time Extension for this Change Order: .....Zero Days
Adjusted Completion Date: .....October 31, 2018

Percentage .....(3.45%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 11R3- RTU Power Exhausts			$13,627.00	
2.	COR No. 169R1- Two Piece Reglet			$ 8,739.00	
3.	COR No. 180R1- Metal Stud Furred Walls				$ 14,298.00
4.					
	Totals	$	$	$22,366.00	$ 14,298.00

Total Change Order No. 007 …….. $36,664.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____ **DATE:** _____

CONTRACTOR: _____ **DATE:** _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____ **DATE:** _____

_____ **DATE:** _____

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:** _____

ASST. SUPT./PURCHASING DIRECTOR: _____ **DATE:** _____

DSA APPROVAL **DATE:** _____

BERNARDS

CHANGE ORDER REQUEST

COR No. 11 R3

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 6/13/2019

DESCRIPTION OF WORK

RTU Power Exhausts per RFI 99

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Per RFI 99 the power exhausts were not displayed (modeled) in the contract drawings. contractor had to re-locate the RTU's to provide proper clearances for the power exhausts-the new layout was acceptable per the RFI 99 response. The DFI invoice details the additional power exhaust stands and duct stands required after relocating the RTU's Additional duct fittings were also necessary to complete the new lay out.	Sheldon Mechanical Corp	12,559
	Subtotal:	12,559
Contractual Costs		
Sub Default Insurance		151
CCIP		159
Bond		109
Fee		649
	Subtotal:	1,068
	Total Change Order Request Amount	**13,627**

APPROVAL

(Please note that if this Change Order Request is not approved by 6/28/2019, additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

SHELDON MECHANICAL CORPORATION

May 14, 2019

Bernards
2900 Thurgood Marshall Drive
Oxnard, Ca. 93036

Attn: Rebecca

Subject: Marshall Elementary School
SMC COR #4 RFI #99 Revised Added Economizer Supports

Dear Rebecca,

The following is the cost to add the economizer supports as identified in RFI #99. The cost for SMC COR #6 is $12,559.00

If you have any questions please call or email me.

Thank you,

Debbie Pineda

Debbie Pineda

SHELDON MECHANICAL CORPORATION
26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 – C20. C38

5:18 PM
5/22/19

Job	Misc Jobs #2
Bid	Marshall SMC COR #4

26015 Avenue Hall
Santa Clarita, CA 91355

Phone: 661-286-1361 FAX: 661-287-9086
e-mail: Dillon@sheldonmech.com

DATE	PAGE
05/15	1
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06:14 PM	

	Description	Ref	Ref Amount	Op	Rate	Amount
1	DUCTWORK TOTAL					
2	Economizer Supports					
3	DFI 9 Supports					1,831.00
4	SUBTOTAL					1,831.00
5						
6	MAJOR QUOTATIONS:					
7	EQUIPMENT:					
8						
9	SPECIALTIES:					
10	SUBTOTAL					
11						
12	SALES TAX:					
13	Material Total	Line 4	1,831.00	%	9.50	173.95
14	Major Quotations	Line 10	0.00	%	7.75	
15	SUBTOTAL					173.95
16						
17	DIRECT FIELD LABOR:					
18	Layout Economizer	Calc	16.00	*	97.98	1,567.68
19	Supports					
20						
21	Install Economizer	Calc	48.00	*	97.98	4,703.04
22	Supports					
23						
24	Firewatch	Calc	27.00	*	97.98	2,645.46
25						
26	SUBTOTAL					8,916.18
27						
28	SPECIALIZED LABOR:					
29	SUBTOTAL					
30						
31	NON-PROD LABOR HRS:					
32	SUBTOTAL					
33						
34	DIRECT JOB EXPENSES:					
35	SUBTOTAL					
36						
37	SUB CONTRACTS:					
38	CONTROLS:					
39	INSULATION:					
40	AIR BALANCE:					
41	FIRE STOPPING:					
42	SUBTOTAL					
43						
44	JOB SUBTOTAL					10,921.13
45						
46	OVERHEAD MARKUP:					
47	Flat Rate Markup	Line 44	10,921.13	%	15.00	1,638.17
48	Material	Line 4	1,831.00	%		
49	Major Quotations	Line 10	0.00	%		
50	Sales Tax	Line 15	173.95	%		
51	Direct Field Labor	Line 26	8,916.18	%		
	Direct Shop Labor	Line 26	8,916.18	%		

Job	Misc Jobs #2
Bid	Marshall SMC COR #4

26015 Avenue Hall
Santa Clarita, CA 91355

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DATE	PAGE
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06:14 PM

	Description	Ref	Ref Amount	Op	Rate	Amount
53	Specialized Labor	Line 29	0.00	%		
54	Indirect Labor	Line 30	0.00	%		
55	Non-Productive Lbr.	Line 32	0.00	%		
56	Direct Job Expenses	Line 35	0.00	%		
57	Sub Contracts	Line 42	0.00	%		
58	JOB TOTAL					12,559.30
59						
60	BID TOTAL					********** 12,559.30

SHELDON
MECHANICAL
CORPORATION
26[illegible] AVENUE HALL SANTA CLARITA,CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 4-4-19

JOB NAME: Marshall

SUBJECT: Power exhaust stands

JOB #: 4359

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Chavolla	Supervision of welding & lay-out of top angle brase bar for power exhaust stands	1 Layout	Supervision	
Christopher Clark	cutting & prepping of brase bar for power exhaust stands	8		
Juan Rios	Welding of Power exhaust stands	8		
Michel Arriola	Fire watch for welding of power exhaust stands.	8		

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name
Date: 04-12-19

MATERIAL

DESCRIPTION	AMOUNT

SUBMITTED ON: _____

VERIFIED BY: _____

SHELDON
MECHANICAL
CORPORATION
26 AVENUE HALL SANTA CLARITA,CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 4-8-19

JOB NAME: Marshall

JOB #: 4359

SUBJECT: Power Exhaust roof stands.

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Pedro Alvarez Jr.	Supervision of welding of power exhaust roof stands.	6		
Juan Rios	Weld power exhaust stands.	8		
Michel Arriola	Fire watch for welding of power exhaust stands.	8		
Juan Chavolla	lay-out of top angle & brace bar for welding of power exhaust stands.	4		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 04-12-19

MATERIAL

DESCRIPTION	AMOUNT

SUBMITTED ON: _____

VERIFIED BY: _____

SHELDON
MECHANICAL
CORPORATION
26[illegible] AVENUE HALL SANTA CLARITA,CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 4-9-19

JOB NAME: Marshall

SUBJECT: Power exhaust stands on roof

JOB #: 4359

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Chavolla	Lay-out of top angle & of bottom brace bar of power exhaust stands, supervision	4		
Juan Rios	Weld power exhaust stands on roof	8		
Michel Arriola	Fire watch of power exhaust welding	8		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: WRZ
Signature: [signature]
Print Name:
Date: 04-12-19

MATERIAL

DESCRIPTION	AMOUNT

SUBMITTED ON:

VERIFIED BY:

SHELDON
MECHANICAL
CORPORATION
26[illegible] AVENUE HALL SANTA CLARITA,CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 4-5-19

JOB NAME: marshall

SUBJECT: Power Exhaust Stands

JOB #: 4359

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Chavolla	lay-out of top angle for welding of Power Exhaust Stands.	8		
Christopher Clark	Cutting & prepping of top angle for Power Exhaust Stands	8		
Juan Rios	Welding of Power Exhaust Stands	8		
Pedro Alvarez Jr.	Fire watch & supervision of welding of Power Exhaust Fans stands	5	Fire watch & Supervision	
Michel Arriola	Fire watch for welding of Power Exhaust Stands	3		

Verification of Time
Subject to the Terms and
of the Subcontract A[illegible]
By:
Signature:
Print Name:
Date: 04-12-19

MATERIAL

DESCRIPTION	AMOUNT

SUBMITTED ON: _____

VERIFIED BY: _____

BERNARDS
BUILDERS · MANAGEMENT SERVICES

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 99

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 01-18-18
Discipline: Mechanical

Subject: RTU Power Exhausts

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Question:

The contract drawings did not model in the power exhausts. Per our attached shop drawing, Sheldon Mechanical had to relocate the rooftop package units to provide the proper clearances/space for the power exhausts. Please confirm the new layout is acceptable.

ANSWER

Response:

The suggested layout is acceptable.
Coordinate with SEOR for anchorage to building structure

NC Response:

Adjust double joist framing as required to support mechanical units. All mechanical anchorage details still apply.

Responded by: DY/NC 01/18/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	1/18/2018

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: Dillion Boute - Sheldon Mechanical Corp - Author Number: 5
Submitted By: Dillion Boute - Sheldon Mechanical Corp

REQUEST FOR INFORMATION

RFI No.: 99

To: Jose Arche

Company: CSDA Design Group

Date: 12-28-17

Discipline: Mechanical

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Subject: RTU Power Exhausts

Response Requested By: 01-04-2018

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Question:

The contract drawings did not model in the power exhausts. Per our attached shop drawing, Sheldon Mechanical had to relocate the rooftop package units to provide the proper clearances/space for the power exhausts. Please confirm the new layout is acceptable.

ANSWER

The suggested layout is acceptable.
Coordinate with SEOR for anchorage to building structure.

NC Response:

Adjust double joist framing as required to support mechanical units. All mechanical anchorage details still apply.

By: DY/NC 01/18/18

Response Provided By: Vazgen Ohanian (Name) — CDME,Inc. (Company) — 1-2-18 (Date)

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number: 5

Submitted By: Dillion Boute - Sheldon Mechanical Corp

BERNARDS

SUBMITTAL TRANSMITTAL FOR SUBCONTRACTOR ACTION

480

To: Dillion Boute
Sheldon Mechanical Corp
26015 Ave Hall
Santa Clarita , CA 91355

Date: 2/16/2018
Transmitted By: Sahithya Mavillapalli
555 First St
San Fernando, CA 91340

Project: Marshall Elementary - New 6-8 Classroom Bldg.

PACKAGE NO.	REVISION	DESCRIPTION	CORRECTIONS DUE
109 - 23 000(	0	HVAC - Shop Drawings	

NO RESUBMISSION REQUIRED

Qty	Specification Reference	Rev	Description	Notes	Action RE	RC	FR
1	23 0000 -	0	HVAC - Shop Drawings	No Exceptions Taken	✓		

Action Legend: RE - Reviewed ; RC - Reviewed w/ Comments ; FR - For Record

REMARKS

Please see the Reviewed Submittals 109-230000-0 HVAC- shop drawings with "No Exceptions Taken", for your reference

BERNARDS

CHANGE ORDER REQUEST

COR No. 169 R1

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 7/9/2019

DESCRIPTION OF WORK

RFI 410 two piece reglet.

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Credit for contract work		-2,237
RFI 410 Two piece reglet. Please confirm the following: Single ply roofing, where occurs, will transition to plaster on the wall using a two piece reglet. This was discussed with Jose, Mike, and Will after OAC meeting, verbal agreement to use a two piece reglet.	Best Contracting Services Inc	10,291
	Subtotal:	8,054
Contractual Costs		
Sub Default Insurance		96
CCIP		102
Bond		71
Fee		416
	Subtotal:	685
	Total Change Order Request Amount:	**8,739**

APPROVAL

(Please note that if this Change Order Request is not approved by 7/12/2019, additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Change Order Request

482

C.O.R. # 17273-0004-R1

G.C. #

Date: 3/27/2019

Project Name: 17273 / MARSHALL ELEMENTARY **Project #:** 17273

To: Bernards Builders **Attn:** Bernards Field Office 1700 West 46th Street Los Angeles, CA 90062 **Phone:** (323) 299-2584 **Fax:** (323) 299-1849	**From:** Best Contracting Services, Inc. Charlie Minshew 19027 S. Hamilton Ave. Gardena, CA 90248-4408 **Phone:** (310) 328-6969 **Fax:** (310) 380-6066

We hereby propose to make the following changes:

Furnish and Install Reglet and Counter Flashing

Change Order Price $10,290.50

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Charlie Minshew — Author

3/27/2019 — Date Sent

☐ Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request

BEST Contracting Services INCORPORATED
Specializing in the Building Envelope

C.O.R. # 17273-0004-R1

G.C. #

Date: 3/27/2019

Project Name: 17273 / MARSHALL ELEMENTARY

Project #: 17273

Labor

Labor Type	Man Hrs	$/Hr	Burden	Fringe	TotalTax	Total Labor
Roofer Journeyman	64.00	$77.53	$0.00	$0.00	$0.00	$4,961.92
				Sub Total	$0.00	$4,961.92
				Grand Total	$0.00	$4,961.92

Materials

Materials	Quantity	Cost	TotalTax	Total Materials
Reglet / lf	600.00	$2.75	$156.75	$1,806.75
Counter Flashing / box	600.00	$2.75	$156.75	$1,806.75
		Sub Total	$313.50	$3,613.50
		Grand Total	$313.50	$3,613.50
			Total	$8,575.42
			Profit	$1,715.08
			Total	$10,290.50

BEST CONTRACTING SERVICES, INC.
LABOR RATES

VALID PERIOD: 08/01/2018 THRU 07/31/2019
TRADE: ROOFING & WATERPROOFING
CLASSIFICATION: JOURNEYMAN
LOCATION: SOUTHERN CALIFORNIA
UNION: LOCAL 36 & 220

	ST	OT	DT	DESCRIPTION
	$ 34.37	$ 51.56	$ 68.74	BASE WAGE
	$ 2.75	$ 2.75	$ 2.75	VACATION
	$ 1.00	$ 1.00	$ 1.00	CHECK OFF
(1)	**$ 38.12**	**$ 55.31**	**$ 72.49**	**TOTAL GROSS TAXABLE WAGE**
	$ 8.31	$ 8.31	$ 8.31	HEALTH & WELFARE
	$ 6.12	$ 6.12	$ 6.12	PENSION - PCR
	$ 1.03	$ 1.03	$ 1.03	PENSION - NRIPP
	$ 1.00	$ 1.00	$ 1.00	ANNUITY
	$ 0.51	$ 0.51	$ 0.51	APPRENTICESHIP FUND
	$ 0.05	$ 0.05	$ 0.05	ADMINISTRATION FUND
	$ 0.25	$ 0.25	$ 0.25	INDUSTRY FUND
	$ 0.30	$ 0.30	$ 0.30	C/F FUND
(2)	**$ 17.57**	**$ 17.57**	**$ 17.57**	**EMPLOYER FRINGE BENEFIT PAYMENTS**
(3)	**$ 55.69**	**$ 72.88**	**$ 90.06**	**TOTAL PACKAGE (1+2)**
	$ 12.66	$ 12.66	$ 12.66	WORKERS COMP INSURANCE (W/C)
	$ 3.11	$ 3.11	$ 3.11	GENERAL LIABILITY INSURANCE (G/L)
	$ 2.36	$ 3.43	$ 4.49	STATE UNEMPLOYMENT (SUTA) 6.2%
	$ 0.80	$ 1.33	$ 1.74	FEDERAL UNEMPLOYMENT (FUTA) 2.10%
	$ 2.36	$ 3.43	$ 4.49	SOCIAL SECURITY (FICA) 6.2%
	$ 0.55	$ 0.80	$ 1.05	MEDICARE (FMI) 1.45%
(4)	**$ 21.84**	**$ 24.75**	**$ 27.54**	**EMPLOYER TAX & INSURANCE BURDENS**
(5)	**$ 77.53**	**$ 97.62**	**$ 117.60**	**GRAND TOTAL (3+4)**

The above labor rates do not include Overhead & Profit

$ 20.09	$ 40.07	PREMIUM TIME RATE

BERNARDS

REQUEST FOR INFORMATION

RFI No.: 410

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 03-25-19
Discipline: Architectural

Subject: Single Ply Roof to Plastered Walls Transition

Response Requested By: 04-01-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A-500		
A-501		

QUESTION

Please confirm the following: Single ply roofing, where occurs, will transition to plaster on the wall using a two piece reglet.

ANSWER

Response Provided By: _____ _____ _____
Name Company Date

Question Initiated By: Mitch Michaelis - Bernards
Submitted By: Mitch Michaelis - Bernards

BERNARDS

CHANGE ORDER REQUEST

COR No. 180 R1

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 6/5/2019

DESCRIPTION OF WORK

RFI 418 Frame TV furred walls

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
RFI 418 Frame TV furred walls; RFI 144R1 provided the detail for the framing of the TV furred walls. This detail called out for the walls to be out of wood framing. Is it acceptable to frame the TV furred walls out of metal studs in lieu of wood studs? Please advise. See attached proposed detail for framing TV furred walls out of metal studs and advise if acceptable. Please verify stud size (depth) is acceptable as well to meet the intent of the furred walls. Sketch is acceptable - replacing 2 metal studs. Use 2 1/2"x20 gauge in lieu of 4" metal studs. for more steel reference information use RFI 144R1 Revised Response - 4/16/19 : No exception taken on the 4" mtl stud. The depth of the furred wall is control by the TV bracket project to be 4"max. from wall.	Church and Larsen Inc	13,177
	Subtotal:	13,177
Contractual Costs		
Sub Default Insurance		158
CCIP		167
Bond		115
Fee		681
	Subtotal:	1,121
	Total Change Order Request Amount:	**14,298**

APPROVAL

(Please note that if this Change Order Request is not approved by 6/21/2019, additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

BERNARDS

CHANGE ORDER REQUEST

Signature	Signature
Jose Arche - CSDA	
Printed Name & Title	Printed Name & Title
07/09/2019	
Date	Date

CHURCH AND LARSEN, INC.
LATH, PLASTER, AND DRYWALL

6/3/2019

CONTRACTOR: BERNARD BROS., INC.
ATTENTION: REBECCA MILLER/SAHITHYA MAVILLAPALLI
JOB NAME: MARSHALL ELEMENTARY SCHOOL
REF./DESC.: C & L QUOTE: RFI #418, RFI #144

AS REQUEST IN RFI #418, FRAME TV FURRED WALLS USING 4" 20 GA. METAL STUDS. OCCURS AT 36 LOCATIONS.

COST CHANGE PROPOSAL:		11R										
Labor:	Lath/Carpenter Foreman	00.0	00.0		00.0 @	$ 73.18	$ 99.80	$ 126.43	$	-
	Lath/Carpenter Journeyman	104.0	00.0		00.0 @	$ 69.67	$ 94.53	$ 119.39	$	7,245.68
	Plaster Foreman	00.0	00.0		00.0 @	$ 68.63	$ 91.79	$ 115.16	$	-
	Plaster Journeyman	00.0	00.0		00.0 @	$ 65.11	$ 86.52	$ 108.13	$	-
	Plaster Tender	00.0	00.0		00.0 @	$ 64.52	$ 85.82	$ 107.14	$	-
	Tape Foreman	00.0	00.0		00.0 @	$ 71.01	$ 95.46	$ 120.19	$	-
	Tape Journeyman	32.0	00.0		00.0 @	$ 68.66	$ 91.95	$ 115.50	$	2,197.12
	Trucking (Man & Truck)	00.0	00.0		00.0 @	$ 75.00	$ 100.00	$ 120.00	$	-
	Superintendent	00.0	00.0		00.0 @	$ 75.00	$ 100.00	$ 120.00	$	-
Material:	-	00.0		EA	@			$ -	$	-
	5/8" Drywall 4' x 12'	10.0		PCS	@			$ 21.84	$	218.40
	4" 20 Ga. Track	36.0		PCS	@			$ 12.08	$	434.97
	4" 20 Ga. Studs 12'	72.0		PCS	@			$ 15.47	$	1,113.91
	1 1/2" x 1 1/2" 20 Ga. Angle	36.0		PCS	@			$ 4.73	$	170.10
	Regular Cornerbead	36.0		PCS	@			$ 2.16	$	77.76
	-	00.0		EA	@			$ -	$	-
	-	00.0		EA	@			$ -	$	-
	-	00.0		EA	@			$ -	$	-
	-	00.0		EA	@			$ -	$	-
	-	00.0		EA	@			$ -	$	-
	-	00.0		EA	@			$ -	$	-
	-	00.0		EA	@			$ -	$	-
RENTAL(TAPING TOOLS)		00.0		EA	@			$ -	$	-
MISC. MATERIAL & EQUIPMENT		00.0		EA	@			$ -	$	-
STOCKING		00.0		EA	@			$ -	$	-
SUBCONTRACTOR		00.0		EA	@			$ -	$	-
SUBSISTEN/HOUSING/TRAVEL		00.0		EA	@			$ -	$	-
					LABOR TOTAL				$	9,442.80
					MATERIAL TOTAL				$	2,015.14
					SUBCONTRACTOR ***Includes 5% MU Above				$	-
					MARKUP			15.00%	$	1,718.69
					SUBTOTAL				$	13,176.63
					TOTAL ADD				$	13,176.63
					BOND			0.00%	$	-
					TOTAL				$	13,176.63
					TOTAL ADD / DEDUCT				$	**13,177.00**

Respectfully Submitted,
CHURCH & LARSEN, INC.

Robert J. Laube
Estimator/Project Manager

JOB # 1806 **This quote expires 30 days from issue date.**

The above prices and specifications of this change are satisfactory and we agree to pay these charges pursuant to our subcontract agreement.

Authorized Signature

ADDITIONAL CREW DAYS FOR SCHEDULE

FRAME/LATH/DRYWALL	03.3
TAPE	01.0
PLASTER	00.0
TOTAL	04.3

HOURLY LABOR COST RATES

Sub/Contractor: Church and Larsen, Inc.
Date: 12/6/2018
Project: Marshall Elementary School
Rate Effective Through: 7/1/2018-6/30/2019

Trade: Carpenter Installer/Lather
Classification: Foreman
Union : [X] **Non Union:** [ ]

			Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**				
	Hourly Wage		$ 45.41	$ 68.12	$ 90.82
	Vacation & Dues		$ 6.19	$ 6.19	$ 6.19
	Sick Pay Accrual	0	$ -	$ -	$ -
	Hourly Taxable Wage Costs Subtotal		**$ 51.60**	**$ 74.31**	**$ 97.01**
B.	**HOURLY PAYROLL TAX & INSURANCE**				
	Medicare	1.45% x Base Wage Rate =	$ 0.66	$ 0.99	$ 1.32
	Social Security (Suta)	6.2% x Base Wage Rate =	$ 2.82	$ 4.22	$ 5.63
	FUI (Futa)	2.4% x Base Wage Rate =	$ 1.09	$ 1.63	$ 2.18
	SUI (SSC)	6.3% x Base Wage Rate =	$ 2.86	$ 4.29	$ 5.72
	State Disability (SDI)	0.9% x Base Wage Rate =	$ 0.41	$ 0.61	$ 0.82
	State Training Tax	0.0% x Base Wage Rate =	$ -	$ -	$ -
	General Liability Insurance (If Applicable)	0.0% x Base Wage Rate/1000 =	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 7.83**	**$ 11.75**	**$ 15.67**
C.	**HOURLY BENEFITS**				
	Pension & Retirement (or equivalent)		$ 4.91	$ 4.91	$ 4.91
	Health & Welfare (or equivalent)		$ 7.50	$ 7.50	$ 7.50
	Training (or equivalent)		$ 0.57	$ 0.57	$ 0.57
	Vacation & Holiday (15 days per year)		$ -	$ -	$ -
	Other		$ 0.77	$ 0.77	$ 0.77
	Hourly Benefits Subtotal		**$ 13.75**	**$ 13.75**	**$ 13.75**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 73.18**	**$ 99.80**	**$ 126.43**

HOURLY LABOR COST RATES

Sub/Contractor: Church and Larsen, Inc.
Date: 12/6/2018
Project: Marshall Elementary School
Rate Effective Through: 7/1/2018-6/30/2019

Trade: Carpenter Installer/Lather
Classification: Journeyman
Union : [X] **Non Union:** [ ]

			Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**				
	Hourly Wage		$ 42.41	$ 63.62	$ 84.82
	Vacation & Dues		$ 6.19	$ 6.19	$ 6.19
	Sick Pay Accrual	0	$ -	$ -	$ -
	Hourly Taxable Wage Costs Subtotal		**$ 48.60**	**$ 69.81**	**$ 91.01**
B.	**HOURLY PAYROLL TAX & INSURANCE**				
	Medicare	1.45% x Base Wage Rate =	$ 0.61	$ 0.92	$ 1.23
	Social Security (Suta)	6.2% x Base Wage Rate =	$ 2.63	$ 3.94	$ 5.26
	FUI (Futa)	2.4% x Base Wage Rate =	$ 1.02	$ 1.53	$ 2.04
	SUI (SSC)	6.3% x Base Wage Rate =	$ 2.67	$ 4.01	$ 5.34
	State Disability (SDI)	0.9% x Base Wage Rate =	$ 0.38	$ 0.57	$ 0.76
	State Training Tax	0.0% x Base Wage Rate =	$ -	$ -	$ -
	General Liability Insurance (If Applicable)	0.0% x Base Wage Rate/1000 =	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 7.32**	**$ 10.97**	**$ 14.63**
C.	**HOURLY BENEFITS**				
	Pension & Retirement (or equivalent)		$ 4.91	$ 4.91	$ 4.91
	Health & Welfare (or equivalent)		$ 7.50	$ 7.50	$ 7.50
	Training (or equivalent)		$ 0.57	$ 0.57	$ 0.57
	Vacation & Holiday (15 days per year)		$ -	$ -	$ -
	Other		$ 0.77	$ 0.77	$ 0.77
	Hourly Benefits Subtotal		**$ 13.75**	**$ 13.75**	**$ 13.75**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 69.67**	**$ 94.53**	**$ 119.39**

HOURLY LABOR COST RATES

Sub/Contractor: Church and Larsen, Inc.
Date: 12/6/2018
Project: Marshall Elementary School
Rate Effective Through: 11/1/18-9/30/19

Trade: Drywall Finisher/Taper
Classification: Foreman

Union : [X] **Non Union:** [ ]

			Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**				
	Hourly Wage		$ 42.18	$ 63.27	$ 84.36
	Vacation & Dues		$ 4.63	$ 4.36	$ 4.36
	Sick Pay Accrual	0	$ -	$ -	$ -
	Hourly Taxable Wage Costs Subtotal		**$ 46.81**	**$ 67.63**	**$ 88.72**
B.	**HOURLY PAYROLL TAX & INSURANCE**				
	Medicare	1.45% x Base Wage Rate =	$ 0.61	$ 0.92	$ 1.22
	Social Security (Suta)	6.2% x Base Wage Rate =	$ 2.62	$ 3.92	$ 5.23
	FUI (Futa)	2.4% x Base Wage Rate =	$ 1.01	$ 1.52	$ 2.02
	SUI (SSC)	6.3% x Base Wage Rate =	$ 2.66	$ 3.99	$ 5.31
	State Disability (SDI)	0.9% x Base Wage Rate =	$ 0.38	$ 0.57	$ 0.76
	State Training Tax	0.0% x Base Wage Rate =	$ -	$ -	$ -
	General Liability Insurance (If Applicable)	0.0% x Base Wage Rate/1000 =	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 7.28**	**$ 10.91**	**$ 14.55**
C.	**HOURLY BENEFITS**				
	Pension & Retirement (or equivalent)		$ 6.63	$ 6.63	$ 6.63
	Health & Welfare (or equivalent)		$ 8.85	$ 8.85	$ 8.85
	Training (or equivalent)		$ 0.67	$ 0.67	$ 0.67
	Vacation & Holiday (15 days per year)		$ -	$ -	$ -
	Other		$ 0.77	$ 0.77	$ 0.77
	Hourly Benefits Subtotal		**$ 16.92**	**$ 16.92**	**$ 16.92**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 71.01**	**$ 95.46**	**$ 120.19**

HOURLY LABOR COST RATES

Sub/Contractor: Church and Larsen, Inc.
Date: 12/6/2018
Project: Marshall Elementary School
Rate Effective Through: 11/1/18-9/30/19

Trade: Drywall Finisher/Taper
Classification: Journeyman
Union : [X] **Non Union:** [ ]

			Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**				
	Hourly Wage		$ 40.18	$ 60.27	$ 80.36
	Vacation & Dues		$ 4.63	$ 4.36	$ 4.36
	Sick Pay Accrual	0	$ -	$ -	$ -
	Hourly Taxable Wage Costs Subtotal		**$ 44.81**	**$ 64.63**	**$ 84.72**
B.	**HOURLY PAYROLL TAX & INSURANCE**				
	Medicare	1.45% x Base Wage Rate =	$ 0.58	$ 0.87	$ 1.17
	Social Security (Suta)	6.2% x Base Wage Rate =	$ 2.49	$ 3.74	$ 4.98
	FUI (Futa)	2.4% x Base Wage Rate =	$ 0.96	$ 1.45	$ 1.93
	SUI (SSC)	6.3% x Base Wage Rate =	$ 2.53	$ 3.80	$ 5.06
	State Disability (SDI)	0.9% x Base Wage Rate =	$ 0.36	$ 0.54	$ 0.72
	State Training Tax	0.0% x Base Wage Rate =	$ -	$ -	$ -
	General Liability Insurance (If Applicable)	0.0% x Base Wage Rate/1000 =	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 6.93**	**$ 10.40**	**$ 13.86**
C.	**HOURLY BENEFITS**				
	Pension & Retirement (or equivalent)		$ 6.63	$ 6.63	$ 6.63
	Health & Welfare (or equivalent)		$ 8.85	$ 8.85	$ 8.85
	Training (or equivalent)		$ 0.67	$ 0.67	$ 0.67
	Vacation & Holiday (15 days per year)		$ -	$ -	$ -
	Other		$ 0.77	$ 0.77	$ 0.77
	Hourly Benefits Subtotal		**$ 16.92**	**$ 16.92**	**$ 16.92**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 68.66**	**$ 91.95**	**$ 115.50**

HOURLY LABOR COST RATES

Sub/Contractor: Church and Larsen, Inc.
Date: 12/6/2018
Project: Marshall Elementary School
Rate Effective Through: 8/1/2018-7/31/2019

Trade: Plasterer
Classification: Foreman

Union : [X] **Non Union:** [ ]

			Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**				
	Hourly Wage		$ 39.86	$ 59.79	$ 79.72
	Vacation & Dues		$ 5.85	$ 5.65	$ 5.65
	Sick Pay Accrual	0	$ -	$ -	$ -
	Hourly Taxable Wage Costs Subtotal		**$ 45.71**	**$ 65.44**	**$ 85.37**
B.	**HOURLY PAYROLL TAX & INSURANCE**				
	Medicare	1.45% x Base Wage Rate =	$ 0.58	$ 0.87	$ 1.16
	Social Security (Suta)	6.2% x Base Wage Rate =	$ 2.47	$ 3.71	$ 4.94
	FUI (Futa)	2.4% x Base Wage Rate =	$ 0.96	$ 1.43	$ 1.91
	SUI (SSC)	6.3% x Base Wage Rate =	$ 2.51	$ 3.77	$ 5.02
	State Disability (SDI)	0.9% x Base Wage Rate =	$ 0.36	$ 0.54	$ 0.72
	State Training Tax	0.0% x Base Wage Rate =	$ -	$ -	$ -
	General Liability Insurance (If Applicable)	0.0% x Base Wage Rate/1000 =	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 6.88**	**$ 10.31**	**$ 13.75**
C.	**HOURLY BENEFITS**				
	Pension & Retirement (or equivalent)		$ 4.84	$ 4.84	$ 4.84
	Health & Welfare (or equivalent)		$ 9.38	$ 9.38	$ 9.38
	Training (or equivalent)		$ 0.78	$ 0.78	$ 0.78
	Vacation & Holiday (15 days per year)		$ -	$ -	$ -
	Other		$ 1.04	$ 1.04	$ 1.04
	Hourly Benefits Subtotal		**$ 16.04**	**$ 16.04**	**$ 16.04**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 68.63**	**$ 91.79**	**$ 115.16**

HOURLY LABOR COST RATES

Sub/Contractor: Church and Larsen, Inc.
Date: 12/6/2018
Project: Marshall Elementary School
Rate Effective Through: 8/1/2018-7/31/2019

Trade: Plasterer
Classification: Journeyman
Union : [X] **Non Union:** [ ]

			Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**				
	Hourly Wage		$ 36.86	$ 55.29	$ 73.72
	Vacation & Dues		$ 5.85	$ 5.65	$ 5.65
	Sick Pay Accrual	0	$ -	$ -	$ -
	Hourly Taxable Wage Costs Subtotal		**$ 42.71**	**$ 60.94**	**$ 79.37**
B.	**HOURLY PAYROLL TAX & INSURANCE**				
	Medicare	1.45% x Base Wage Rate =	$ 0.53	$ 0.80	$ 1.07
	Social Security (Suta)	6.2% x Base Wage Rate =	$ 2.29	$ 3.43	$ 4.57
	FUI (Futa)	2.4% x Base Wage Rate =	$ 0.88	$ 1.33	$ 1.77
	SUI (SSC)	6.3% x Base Wage Rate =	$ 2.32	$ 3.48	$ 4.64
	State Disability (SDI)	0.9% x Base Wage Rate =	$ 0.33	$ 0.50	$ 0.66
	State Training Tax	0.0% x Base Wage Rate =	$ -	$ -	$ -
	General Liability Insurance (If Applicable)	0.0% x Base Wage Rate/1000 =	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 6.36**	**$ 9.54**	**$ 12.72**
C.	**HOURLY BENEFITS**				
	Pension & Retirement (or equivalent)		$ 4.84	$ 4.84	$ 4.84
	Health & Welfare (or equivalent)		$ 9.38	$ 9.38	$ 9.38
	Training (or equivalent)		$ 0.78	$ 0.78	$ 0.78
	Vacation & Holiday (15 days per year)		$ -	$ -	$ -
	Other		$ 1.04	$ 1.04	$ 1.04
	Hourly Benefits Subtotal		**$ 16.04**	**$ 16.04**	**$ 16.04**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 65.11**	**$ 86.52**	**$ 108.13**

HOURLY LABOR COST RATES

Sub/Contractor: Church and Larsen, Inc.
Date: 12/6/2018
Project: Marshall Elementary School
Rate Effective Through: 8/8/2018-8/7/2019

Trade: Plaster Tender
Classification: Journeyman
Union : [X] **Non Union:** [ ]

			Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**				
	Hourly Wage		$ 36.37	$ 54.56	$ 72.74
	Vacation & Dues		$ 5.15	$ 5.12	$ 5.12
	Sick Pay Accrual	0	$ -	$ -	$ -
	Hourly Taxable Wage Costs Subtotal		**$ 41.52**	**$ 59.68**	**$ 77.86**
B.	**HOURLY PAYROLL TAX & INSURANCE**				
	Medicare	1.45% x Base Wage Rate =	$ 0.53	$ 0.79	$ 1.05
	Social Security (Suta)	6.2% x Base Wage Rate =	$ 2.25	$ 3.38	$ 4.51
	FUI (Futa)	2.4% x Base Wage Rate =	$ 0.87	$ 1.31	$ 1.75
	SUI (SSC)	6.3% x Base Wage Rate =	$ 2.29	$ 3.44	$ 4.58
	State Disability (SDI)	0.9% x Base Wage Rate =	$ 0.33	$ 0.49	$ 0.65
	State Training Tax	0.0% x Base Wage Rate =	$ -	$ -	$ -
	General Liability Insurance (If Applicable)	0.0% x Base Wage Rate/1000 =	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 6.27**	**$ 9.41**	**$ 12.55**
C.	**HOURLY BENEFITS**				
	Pension & Retirement (or equivalent)		$ 7.18	$ 7.18	$ 7.18
	Health & Welfare (or equivalent)		$ 7.32	$ 7.32	$ 7.32
	Training (or equivalent)		$ 1.02	$ 1.02	$ 1.02
	Vacation & Holiday (15 days per year)		$ -	$ -	$ -
	Other		$ 1.21	$ 1.21	$ 1.21
	Hourly Benefits Subtotal		**$ 16.73**	**$ 16.73**	**$ 16.73**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 64.52**	**$ 85.82**	**$ 107.14**

BERNARDS

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 418

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 04-11-19
Discipline: Architectural

Subject: Change TV Furred Walls to Metal Stud

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
RFI 144R1		Detail for Furred Walls

QUESTION

RFI 144R1 provided the detail for the framing of the TV furred walls. This detail called out for the walls to be out of wood framing. Is it acceptable to frame the TV furred walls out of metal studs in lieu of wood studs? Please advise.

SUGGESTION

See attached proposed detail for framing TV furred walls out of metal studs and advise if acceptable. Please verify stud size (depth) is acceptable as well to meet the intent of the furred walls.

ANSWER

Sketch is acceptable - replacing 2 metal studs. Use 2 1/2"x20 gauge in lieu of 4" metal studs. for more steel reference information use RFI 144R1

Revised Response - 4/16/19 :
No exception taken on the 4" mtl stud.
The depth of the furred wall is control by the TV bracket project to be 4"max. from wall.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Church and Larsen Inc	Bob Laube	4/17/2019
Church and Larsen Inc	Greg Miller	4/17/2019
Taft Electric Co	Matt Gobuty	4/17/2019

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards

BERNARDS

REQUEST FOR INFORMATION

RFI No.: 418

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 04-11-19
Discipline: Architectural

Subject: Change TV Furred Walls to Metal Stud

Response Requested By: 04-12-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
RFI 144R1		Detail for Furred Walls

QUESTION

RFI 144R1 provided the detail for the framing of the TV furred walls. This detail called out for the walls to be out of wood framing. Is it acceptable to frame the TV furred walls out of metal studs in lieu of wood studs? Please advise.

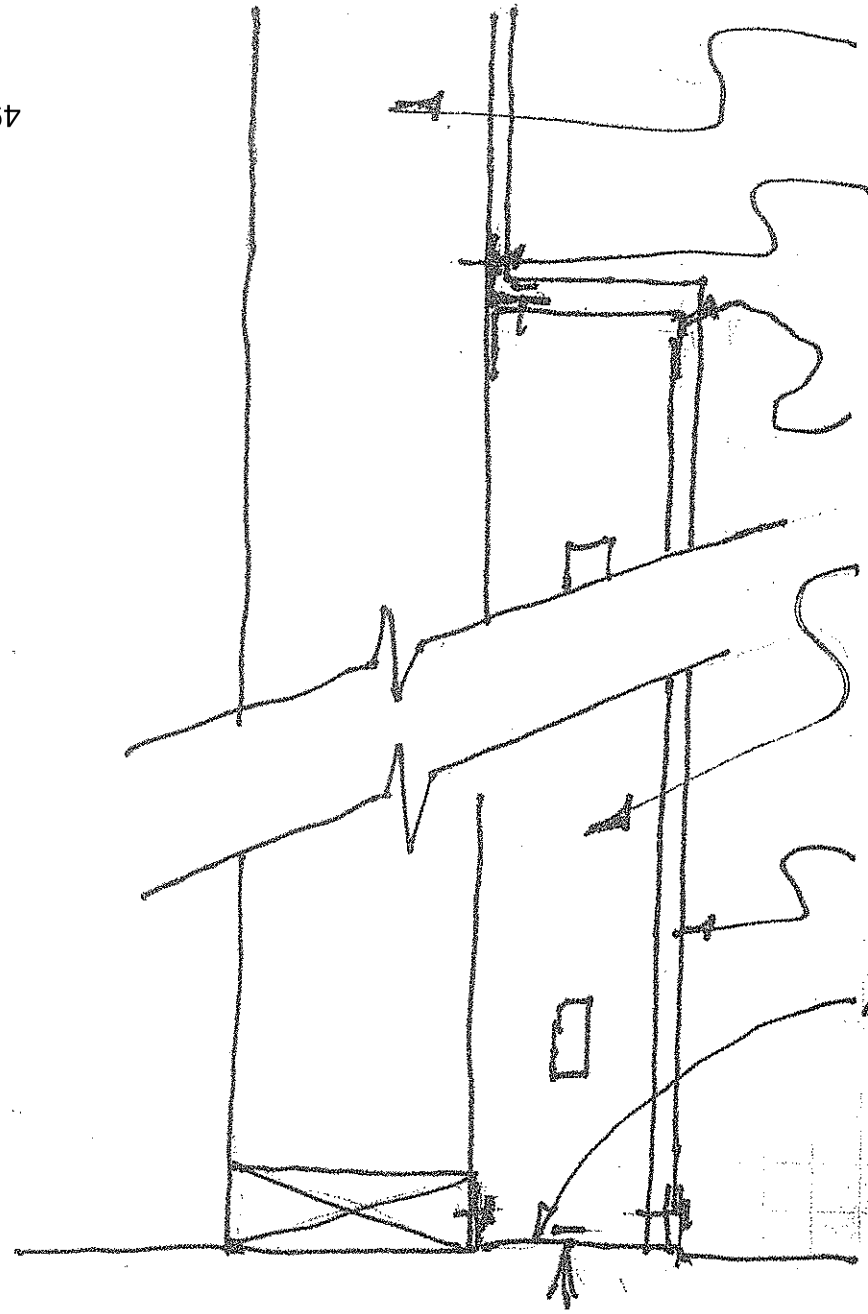
SUGGESTION

See attached proposed detail for framing TV furred walls out of metal studs and advise if acceptable. Please verify stud size (depth) is acceptable as well to meet the intent of the furred walls.

ANSWER

Response Provided By: _____ _____ _____
Name Company Date

Question Initiated By: Alex Rivera - Bernards
Submitted By: Alex Rivera - Bernards



WOOD FRAMED WALL W/ OR W/O 1/2" SHEAR PANEL

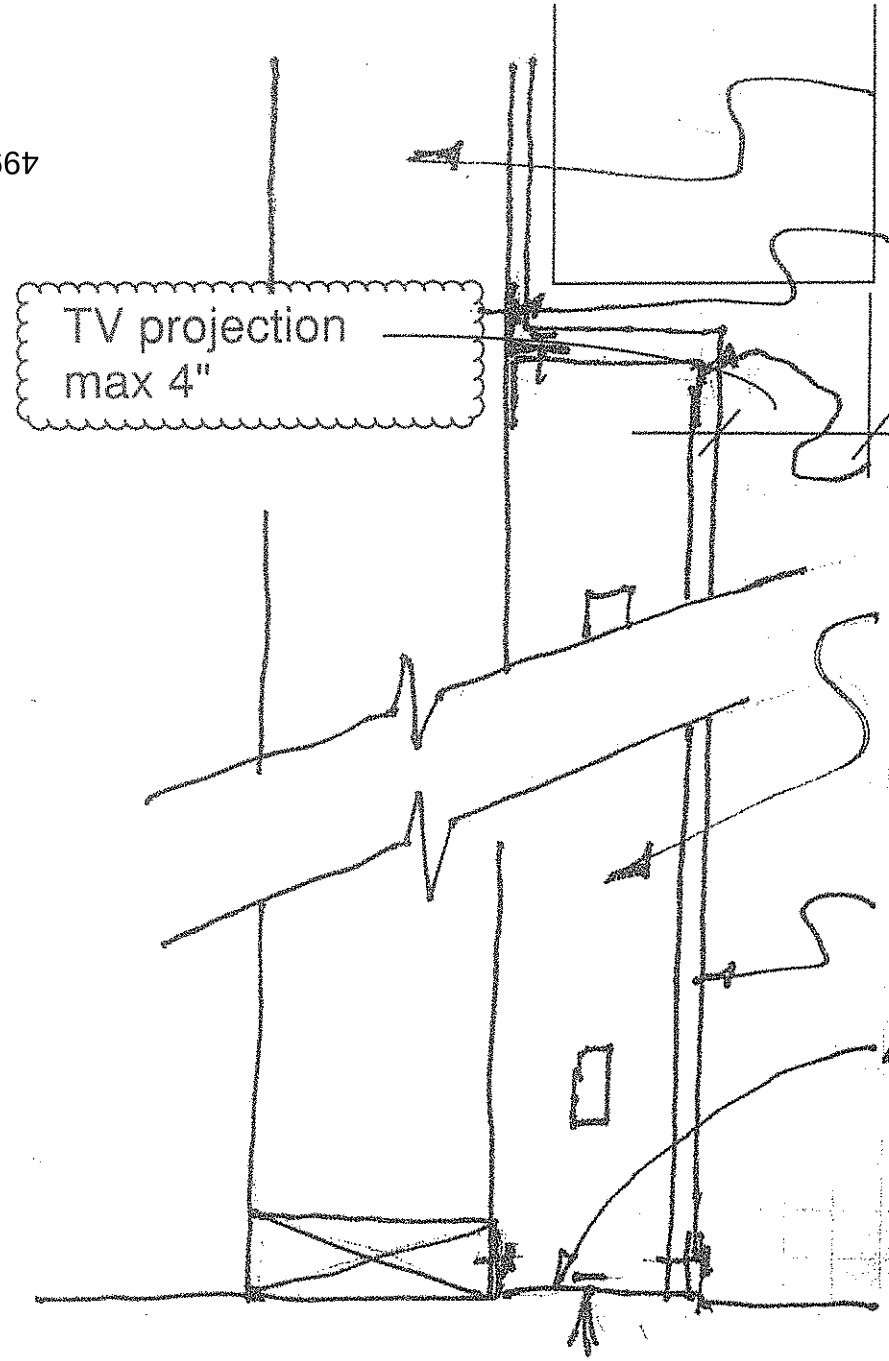
1 1/2" x 1 1/2" x 20ga CONT. ANGLE: ATTACH TO EA. WALL STUD W/ (1) #8 x 1" MIN. SCREW: ATTACH TO TOP TRACK W/ (1) #8 SMS @ 16" O.C.

4" x 1 1/4" FLANGE x 20ga CONT. TRACK

4" x 1 1/4" FLANGE x 20ga STUD @ 16" O.C. ATTACH TO TOP AND BOTTOM TRACKS W/ (1) #8 SMS @ EA. FLANGE EA. STUD

1 LAYER 5/8" TYPE X DRYWALL

4" x 1 1/4" FLANGE x 20ga CONT. TRACK ATTACH TO CONC. W/ .157 P.A.F. @ MAX. 24" O.C.: ATTACH TO WOOD JOIST @ 2ND FLOOR W/ (1) #8 SCREW @ EA. JOIST.



WOOD FRAMED WALL W/ OR W/O 1/2" SHEAR PANEL

1 1/2" x 1 1/2" x 20ga CONT. ANGLE: ATTACH TO EA. WALL STUD W/ (1) #8 x 1" MIN. SCREW: ATTACH TO TOP TRACK W/ (1) #8 SMS @ 16" O.C.

4" x 1 1/4" FLANGE x 20ga CONT. TRACK

4" x 1 1/4" FLANGE x 20ga STUD @ 16" O.C. ATTACH TO TOP AND BOTTOM TRACKS W/ (1) #8 SMS @ EA. FLANGE EA. STUD

1 LAYER 5/8" TYPE X DRYWALL

4" x 1 1/4" FLANGE x 20ga CONT. TRACK ATTACH TO CONC. W/ .157 P.A.F. @ MAX. 24" O.C.: ATTACH TO WOOD JOIST @ 2ND FLOOR W/ (1) #8 SCREW @ EA. JOIST.

#17-117

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 24th day of August 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Marshall Elementary School, located at 2900 Thurgood Marshall Drive, Oxnard, California 93036 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

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

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and

attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **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.

K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Eight Million Nine Hundred Ninety-Four Thousand Two Hundred Thirty-Six and No/Hundredths Dollars ($8,994,236.00)**. The GMP consists of (1) no Preconstruction Fee, a Sublease Tenant Improvement Payment in the amount of **Eight Million One Hundred Ninety-Eight Thousand Five Hundred Ninety-Two Dollars and No Cents ($8,198,592.00)** and, (2) a Contractor Contingency in the amount of **Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents ($345,932.00)**, and, (3) Sublease Payments in the amount of **$74,952.00** per month for **6** months, for a total lease value of **Four Hundred Forty-Nine Thousand Seven Hundred Twelve Dollars and No Cents ($449,712.00)** pursuant to terms and payment schedule as set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with subcontractor bidding to establish the final GMP for Board acceptance.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibits A and B** attached hereto. Prior to DSA approval Contractor did not perform Preconstruction Services to assist in designing the project. Upon DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall

be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

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

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by

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.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the

GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement 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,

accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and

Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR	THE DISTRICT
Bernards By: Rick Fochtman	Oxnard School District, a California school district By: Lisa A. Franz, Director, Purchasing
By: Rick Fall	By: Lisa A. Franz
Title: Executive Vice President	Title: Director, Purchasing
Date: 8/29/2017	Date: 9-7-17

#17-117

EXHIBIT A
Scope of Work (Plans & Specifications)

Marshall New Classroom Building

100% Construction Documents Package

Oxnard School District

October 4, 2016

FEB. 17 2017
DSA App 03-116806

BINDER A

Oxnard School District
Marshall New Classroom Building
2900 Thurgood Marshall Dr. Oxnard, CA 93036

CSDA | DESIGN GROUP

EXHIBIT A, continued

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EXHIBIT A, continued

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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)

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22 0700	Insulation
22 0800	Equipment and Systems Tests
22 1100	Domestic and Industrial Water Systems
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23 0548	Vibration Isolation and Seismic Restraints
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MARSHALL NEW CLASSROOM BUILDING

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EXHIBIT A, continued

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DSA FILE NO. 56-22	**DSA APPLICATION NO. 03-116806**	**PTN NO. 72538-91**

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Exhibit B

Guaranteed Maximum Price (GMP)

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BUILDERS • MANAGEMENT SERVICES

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

BERNARDS

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**

	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

	Total Contract Amount		**$ 8,994,236**

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ALLOWANCES

Marshall Classroom Building

Oxnard School District **GMP**

2900 Thurgood Marshall Dr, Oxnard, CA 93036 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**

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QUALIFICATIONS & ASSUMPTIONS

Marshall Classroom Building

Oxnard School District **GMP**

2900 Thurgood Marshall Dr, Oxnard, CA 93036 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 appurtenantances, 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.

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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, no change to width
	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

BERNARDS

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.9	~~Replace entire roof with hot mop~~ Roofing VE Items	RS to provide pricing for hot mop roof through out the project. Update 06/23/17: TM working with Best Interior to develop a value engineering package that retains the existing design. Update 7/6/17: CM has discussed potential VE items with Best, including use of a lighter gauge standing seam roofing material. Update 7/18/17: Use of a lighter gauge standing seam roofing material is not acceptable to CSDA. Best Contracting looked again at their number and submitted a credit amount.
CCD	ARC.10	Use standard Hydraulic elevators in lieu of MRL elevator	JA to provide revised design for using a jack less hydraulic elevator Update 06/23/17: SB directed team to pursue the hydraulic elevator. TM to forward shop drawing for hydraulic elevator to JA for coordination with designed structure for the shaft and equipment room Update 7/6/17: Republic Elevator has provided drawings for space requirements of the elevator shaft and machine room. CSDA has reviewed and indicates that required space requirements will work within current designed structure.
	ARC.11	Delete energy management system.	RS to obtain credit to delete EMS in it entirety Update 06/23/17: Sheldon provided credit.
	ARC.12	Delete fire department ladders	JA to call fire marshal to understand requirement of exterior fire ladders Update 06/23/17: JA and TM to visit fire department to delete exterior ladders for building and elevator tower Update 7/6/17: Per Jose/CSDA the exterior ladders as shown on G-003 will not be required based on discussion with the local fire department.
CCD	ARC.13	Delete framing at elevator opening smoke doors.	SB accepted deletion. Finalize credit to GMP.
CCD	ARC.14	Delete hand dryers	SB accepted deletion. Finalize credit to GMP JA to revise specifications to include paper towel dispensers Update 06/23/17: Paper towel dispensers shall OFCI.
CCD	ARC.15	Revise Guardrail Detail	JA to review design of handrail detail and revise to simplify and reduce cost. Also see ARC.19 below Update 06/23/17:CA Buchen provided revised design for guardrails which was accepted by SB and JA. Credit provided by CA Buchen.
	ARC.16	Use thinset in lieu of mortar set tile	After discussion with the team it was determined that the mortar bed would be deleted at 1st and 2nd floor restrooms and that the tile would be thinset. Need to add the sloping of floor to drains. RB to provide pricing Update 06/23/17: Credit provided by Silverado.
CCD	ARC.17	Remove 2nd floor canopy over walkways	JA to review the shading study and determine if a portion of the walkway cover can be reduced Update 06/23/17: Still pending structural engineer response. JA to follow on 06/26/17 Update 7/6/17: Jose/CSDA has been working with the structural engineer for drawings/details in order for Bernards to request subcontractor pricing. Update 7/18/17: The structural engineer provided drawings on 7/18/17 for subs to review and provide pricing.
	ARC.18	Delete all tile from change rooms and provide painted walls and resilient tile with rubber base	RS to provide pricing for proposed revisions. Update 06/23/17:Credit provided by Silverado.
	ARC.19	Delete galvanized finish for stairs, guardrails and handrails and provide zinc primer with paint finish	RS to provide pricing for proposed revisions. Update 06/23/17: Steel contractor stated the is no cost difference with zinc coating and galvanizing.

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BERNARDS

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.20	Delete requirement of waterproof wrap around building	JA to review specification to determine what is required and RS to reach out to plaster subcontractors to determine what is included Update 06/23/17: TM got price to wrap the first 5 feet of the building.
	ARC.21	Delete drywall soffit at high ceiling and provide T-Bar and acoustical tile.	JA to prepare sketch of proposed T-Bar soffit for final pricing Update 7/6/17: Jose/CSDA has rejected this potential VE item.
	ARC.22	Revise operable windows to fixed windows	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable.
	ARC.23	Flush Aluminum Windows with Exterior wall	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable. JA to revise detail for window install. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again. Window width is now 4 ½" but still held to outside with return on inside of wall.
	ARC.24	HVAC VE Items	Meeting with CFW, Bernards and Sheldon Mechanical to discuss potential VE items. Items include deduct for standalone control system vs. DDC control system, deduct to change side discharge rooftop units to down shot, deduct to change ductwork from rectangular to round and added cost to install copper coils on rooftop units. Update 7/7/17: The copper fin added cost has been rejected. The (3) credit items are still under consideration. Jose A. to follow up with mechanical engineer to question why his response to down shot roof top units will not work. Update 7/18/17: Mechanical engineer has rejected the proposed down shot type units due to space limitations. Credits for standalone control system and use of round ducts will be accepted.
	ARC.25	Electrical VE Items	Taft Electric has been contacted regarding potential VE items and have submitted the following; Deduct for alternate light fixture package using a different manufacturer, deduct for use of MC cables for all branch circuits in lieu of flex conduit, deduct for use of aluminum brass in lieu of copper on all switchgear, deduct for use of native soil in lieu of concrete backfill at ductbanks. The Electrical Engineer has reviewed and provided a response, to be reviewed further with CFW & CSDA. Update 7/7/17: After reviewing the electrical VE items it was determined to still purse 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.

BERNARDS

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.

BERNARDS
BUILDERS • MANAGEMENT SERVICES

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	SIT.9	Gas Line Revisions	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. 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. 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.

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Erosion Control	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Whitson CM / Bernards**	**Socal Stormwater Runoff Solution**				
Base Bid	See below	See below				
Spec #: 312500	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days						
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Storm Water Compliance	1,200	520				
"Due to the project being under 1 acre this project is not subject to the State CGP"	Included	Included				
Provide project related Water Pollution Control Program (WPCP) by Qualified developer	Included	Included				
Development of project specific Best Management Practices (BMP's)	Included	Included				
Development of erosion control plan for inclusion in WPCP	Included	Included				
SWPPP (QSP/QSD) Services						
Qualified SWPPP Practitioner QSP conduct weekly site inspections, photos, document, etc	18,720	10,400				
Rate per week for monitoring	$360/wk	$200/visit				
Keep records & documents updated	Included	Included				
Provide recommendations for reqs of BMP upkeep & maintenance (but won't do the work)	Included	Included				
Electronically file all data for Permit documents as required	Included	Included				
Pre/During/Post Rain-Event Visual Inspections	4,320	2,640				
Rate per week/visit for monitoring the rain monitoring	$360/wk	$220/visit				
Erosion Control - No Plans Provided	21,402	21,402				
Silt Fencing at perimeter of sites	Included	Included				
Fiber Rolls at perimeter of existing parking lot rework - A-102	Included	Included				
Fiber Rolls at new school addition perimeter - G-003	Included	Included				
Fiber Rolls at new playground area perimeter - G-003	Included	Included				
Construction Entrances	Included	Included				

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Erosion Control	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Whitson CM / Bernards**	**Socal Stormwater Runoff Solution**				
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**					
Socal Stormwater Runoff Solution	**78,677**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Surveying	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Adkan Engineers**	**Brenner & Carpenter**	**Hunsaker & Associates**	**MNS Engineers**	**Michael Baker International**	**Stantec**
Base Bid	22,000	25,000	60,400	17,055	8,900	39,950
Spec #: 00700 - General Conditions	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	N/A	N/A	N/A	N/A	N/A	N/A
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Set-up	Included	Included	Included	Included	Included	Included
Travel Costs	Included	Included	Included	Included	Included	Included
Horizontal Control	Included	Included	Included	Included	Included	Included
Survey Boundary Map	Included	Included	Included	Included	Included	Included
Excavation	Included	Included	Included	Included	Included	Included
Rough Grade Staking	Included	Included	Included	Included	Included	Included
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	Included
Gridlines at Elevator & Exterior Stairs	Included	Included	Included	Included	Included	Included
Buildings	Included	Included	Included	Included	Included	Included
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	Included
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, Natural Gas and Permanent Electrical Service	Included	Included	Included	Included	Included	Included
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	Included
Site	Included	Included	Included	Included	Included	Included
Stakes for Sanitary Sewer, Storm Drain, Natural Gas and Domestic Fire & Domestic Water	Included	Included	Included	Included	Included	Included
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	Included	Included	Included	Included	Included	Included
Line Stakes for demo/saw cut of asphalt at existing northeast parking lot. Provide markings for new parking stalls.	Included	Included	Included	Included	Included	Included
Line and grade stakes for rubberized playground area	Included	Included	Included	Included	Included	Included
1-person survey crew rate per hour	$185/hr		$192/hr	$180/hr		
2-person survey crew rate per hour	$260/hr		$234/hr	$260/hr		
	5,000	2,000		6,667	12,000	
TOTALS	**27,000**	**27,000**	**60,400**	**23,722**	**20,900**	**39,950**
Recommendation:	**Amount**					
Michael Baker International	**20,900**					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Reinforcing Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Upland Contracting	Vista Steel				
Base Bid	85,814	83,445				
Spec #: 032000	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Rebar	Included	Included				
New Classroom Addition Building per Structural, Architectural & Civil sheets	Included	Included				
Rebar for Footings	Included	Included				
Rebar for Spread Footings	Included	Included				
Rebar for Column Footings	Included	Included				
Rebar for Stair Footings	Included	Included				
Rebar for Pad Footings	Included	Included				
Rebar for Elevator Pit	Included	Included				
Rebar for Slab on Grade	Included	Included				
Hoisting as Required	1,500	1,500				
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8', build them sim to right side of det 6/S-401	5,000	5,000				
Site Concrete Reinforcing	24,486	12,025				
Paving, curbs, seat walls, planter walls	Included	Included				
Site curbs FOB jobsite	Included	Included				
SIT.3	(5,000)	(5,000)				
TOTALS	**111,800**	**96,970**	**0**	**0**	**0**	**0**

Recommendation:	Amount
Vista Steel	96,970

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Building Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Barcelo Construction	Santa Clarita Concrete				
Base Bid	386,879	395,600				
Spec #: 03 1000 - Concrete Forming Accessories	Included	Included				
Spec #: 03 2000 - Concrete Reinforcing	Included	Included				
Spec #: 03 3000 - Cast-in-Place Concrete	Included	Included				
Bond Rate (if required)		Bond @ 1%				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	90 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	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 Faming Details - S-401	Included	Included				
Spread Footings per Schedule on Foundation Pages S-401,402,403 (WF-1, WF-2 & F3)	Included	Included				
24" x 18" Conc Footing at Stairs per 1/S-700B	Included	Included				
Tie Rod Brace detail and concrete blockout at Baseplates - 3/S-700B	Included	Included				
1'-6" thk Mat slab at Elevator Pit per 12/S-700A	Included	Included				
Elevator Pit wall 10" thk per 12/S-700B	Included	Included				
Site Control Plan C-201						
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401, are part of the building construction	30,000	Included				
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	30,000	26,600				
Install Guiderail baseplates per 16/S-700B	Included	Included				
Lt Wt Concrete Fill at Balconies & Classrooms on 2nd Floor per Note 7A & 7B/S212 - 1-1/2" ltwt concrete topping	Included	Included				

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Building Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Barcelo Construction	Santa Clarita Concrete				
SCC: Deck to be poured prior to construction of walls, otherwise add for another pump system & hoseman to place concrete	Included	6,500				
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S-700B	Included	Included				
Balco Stair Strips per keynote 05.03 sheet A-420 & detail 11/A-560	2,500	2,500				
2" contrasting strip, abrasive strip	Included	Included				
6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	Included	Included				
Depressed slabs at restrooms for ceramic tile work, not shown properly	Included	Included				
Trench Drain concrete basin per 4/S-400A	w/ Site Utilities	w/ Site Utilities				
Other items:	Included	Included				
All Reinforcing Steel for your work	w/ Rebar	w/ Rebar				
Dewatering as Required	Included	Included				
Setting Anchor Bolt Templates	Included	Included				
Safety walk and progressive cleanup	4,640	4,640				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Drypacking baseplates	1,000	Included				
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included				
Clean up to debris bins	5,100	5,100				
Wash Out Bins	2,500	2,500				
Depressed floors at 1st floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000				
Spoils removal	approx 325cy	approx 325cy				
SIT.3	(8,700)	(8,709)				
SIT.3	(30,000)	(26,600)				
TOTALS	**428,919**	**413,131**	**0**	**0**	**0**	**0**

Recommendation:	Amount
Santa Clarita Concrete	**413,131**

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Structural Steel

Marshall Classroom Building

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors					
	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS		
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 RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	14 Days	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Structural Steel	165,450	234,955	304,688			
New Classroom Building	Included	Included	Included			
HSS Steel Columns, C1, C2, C3, C4 & C5 on First & Second Levels -5" round, 5x5 7x5, 10x8, & 7x7	Included	Included	Included			
HSS Beams at 1st & 2nd floors per floor plans	Included	Included	Included			
HSS Beams at Elevator - 3 each HSS 12x4 tubes per sketch in RFI #3	Included	Included	Included			
Include added 3rd steel column	7,500	7,500	7,500			
HSS Columns & beams at wall elevation S-600E & 19&20/S-600F	Included	Included	Included			
HSS columns in stud walls to have welded studs - 13/S-700	Included	Included	Included			
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included	Included			
"W" Steel Beams at Elevator - 1/S-700A & 17/S-700A	Included	Included	Included			
Beam to Beam Connection Schedule & details 1/S-700A	Included	Included	Included			
Double angle braces & gusset plate at HSS column at roof transitions 17/S-600D	Included	Included	Included			
1/2" thk x 5" w plate at roof transitions 17/S-600D & 20/S-600E	Included	Included	Included			
Safety Cable Railing as Required - Install, maintain, removal & return to steel sub	3,250	3,250	3,250			
FOB Anchor Bolts/ Templates for Own Work	Included	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included	Included			
Safety walk and progressive cleanup	3,093	3,093	3,093			
Hoisting for All Work	Included	Included	Included			
Steel Stairs	122,090	Included	Included			
Galvanized	Included	Included	Included			

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Structural Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS		
Stairs 1 & 2 at New Classroom Bldg - S-211,212 & S-700B	Included	Included	Included			
Steel Stairs (Pan Filled Concrete) - A-420	Included	Included	Included			
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included	Included			
Conc Nosing at Stairs - included w/ the stairs?	1,250	Included	Included			
Stair Railings and Stair Guardrails	Included	Included	Included			
1-1/2" Handrail Both Sides	Included	Included	Included			
Guardrail at Midlandings	Included	Included	Included			
Guardrail at Top of Stairs	Included	Included	Included			
Stair 1 - 12/S700B	Included	Included	Included			
Stair 2 - 11/S700B	Included	Included	Included			
Railings & Guardrails	Included	132,560	100,000			
2nd Floor New Classroom Bldg - S-212 & 8/S-6001/S-600D	Included	Included	Included			
Deck guardrail detail - HSS2-1/2x2-1/2x3/16 at 4'oc	Included	Included	Included			
Arch drawing sheet A-112, note 5.33, see 15/A-560	Included	Included	Included			
Steel posts & plate top rails, w/ baseplates 8/S-600	Included	Included	Included			
Railing to have a Prefab panel per 10/A-560	Orsogril	Included	Included			
Prefab Panel Elevation detail - 7/A-560	Included	Included	Included			
Railing inserts per detail 2,3/A-560 - shows 2x1 rect mesh 11 ga galv panel	Included	Included	Included			
Railing inserts per Spec is diamond mesh	Excluded	Excluded	Excluded			
Misc. Metal	Included	Included	Included			
Steel plate continuous across hoistway ground fl - 5/A-561	2,500	Included	2,500			
Steel plate continuous across hoistway 2nd fl- 7/A-561	2,500	Included	2,500			
Pit ladder 13/A-561, notes states by Elev Mfr, but needs to be w Steel	Included	3,000	Included			
HSS at Canopy connections - 19,20/S-600F	Included	Included	Included			
Elevator Sill Angle & Threshold	Included	Included	Included			
Roof Access Ladders in Electrical rm 206 - A-112, 10/A-500	Included	Included	Included			
Steel ladder mounted to wall mtg all OSHA requirements	Included	Included	Included			
Site	Included	Included	Included			
Steel Bollards at New Electrical Transformer, FOB jobsite, 1/E-102	500	4,000	4,000			
Steel Bollards at New DDCV Assembly, FOB jobsite, C-401 (not shown, include 8 each)	500	4,000	4,000			

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Structural Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS		
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

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Rough Carpentry	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	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 RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	30 days		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Rough Framing						
Wall Types Sheet - A-620	Included	Included	Included	Included		
Plywood Shear Wall Schedule - S-600	Included	Included	Included	Included		
Plywood Sheathing as Shown on Wall Types	Included	Included	Included	Included		
Prefabricated plywood web joists "I" Joists per spec section	Included	Included	Included	Included		
Open Web Trusses, I-Joists, LVL per Schedule 4/S-600F	Included	Included	Included	Included		
MFR - TrusJoist, Red Built or equal	Included	Included	Included	Included		
Glu-Laminated Beams & Struc Eng. Beams per spec section	Included	Included	Included	Included		
Simpson HDW as Scheduled	Included	Included	Included	Included		
Supply Anchor/Sill Bolts for Wood Framing per Wall Faming 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

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Rough Carpentry	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem		
Exterior Plywood at Underside of Roof Overhang per 9/A-501	Included	Included	Included	Included		
Install Pipe Columns per details 2,5,6/S-600D - coordinate w/ Steel sub	Included	Included	Included	Included		
Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included		
Roof Crickets per A-131 - should be w/ roofing, use tapered insul	Excluded	Excluded	Excluded	Excluded		
Safety walk and progressive cleanup	9,280	9,280	9,280	9,280		
Framing for all recessed items FEC's, etc.	Included	Included	Included	Included		
Blocking & backing for ceilings & duct supports, unknown locations	6,400	6,400	6,400	6,400		
Blocking & backing for roof ladders	600	600	600	600		
Depressed floors at 2nd floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000	5,000	5,000		
Framing for doors heads & jambs at elevator smoke containment door assembly	4,000	4,000	4,000	4,000		
Fire Treated Lumber	Included	Included	Included	Included		
Storage of Lumber and Delivery to Site	Included	Included	Included	Included		
Hoisting for your work	Included	Included	Included	Included		
All Required Caulking and Sealants for your work	Included	Included	Included	Included		
Scaffolding for Own Work	Included	Included	Included	Included		
Clean-up into your dumpsters	17,000	17,000	17,000	17,000		
Temporary Stairs & ramps	3,000	3,000	3,000	3,000		
Small tools & equipment	3,500	3,500	3,500	3,500		
Security guard	40,200	40,200	40,200	40,200		
Site Security/Alarm/Carmera systems	15,477	15,477	15,477	15,477		
ARC.1	9,500	9,500	9,417	9,500		
ARC.13	(4,000)	(4,000)	(4,000)	(4,000)		
ARC.17	(30,000)	(30,000)	(30,521)	(30,000)		
Budget for Lumber Cost Increase	65,000	50,000	50,000	50,000		
TOTALS	**1,404,708**	**1,142,745**	**1,067,965**	**1,301,708**	**0**	**0**
Recommendation:	**Amount**					
JF Construction	**1,067,965**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Cabinets / Millwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Bristol Omega	ICI Millwork	K & Z Cabinet	Dennis Reeves Inc.	Stolo Cab.	
Base Bid	47,900	36,107	42,290	34,161	35,270	
Spec #: 06 4000 - Architectural Woodwork	Included	Included	Included	Included	Included	
Spec #: 12 3553 -Manufactured Plastic-Laminate-Faced Casework	Included	Included	Included	Included	Included	
Bond Rate (if required)				Bond at 2.5%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 days	90 days	60 days	60 days	45 days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Millwork	Included	Included	Included	Included	Included	
Lower Cabinets with Hardware	Included	Included	Included	Included	Included	
Upper Cabinets with Hardware & Locks on all doors per RFI #	Included	Included	Included	Included	Included	
Plastic Laminate Finish	Included	Included	Included	Included	Included	
Plastic Laminate Countertops	Included	Included	Included	Included	Included	
Plastic Laminate Backsplash	Included	Included	Included	Included	Included	
Enlarged Floor Plans - A-410	Included	Included	Included	Included	Included	
Casework details per A-570	Included	Included	Included	Included	Included	
Include the back panel fastening per 2/A-570	Included	Included	Included	Included	Included	
Include the Cont 2-1/2"x2-1/2" x 16 ga bent sheet metal angle anchorage - 6/A-570	Included	Included	Included	Included	Included	
Typical Classroom per 1/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 101, 102, 103, 104	Included	Included	Included	Included	Included	
Rms - 201, 202, 203, 204, 207	Included	Included	Included	Included	Included	
Typical Science Classroom per 2/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 107, 109	Included	Included	Included	Included	Included	
Performing Arts Lab per 3/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 208	Included	Included	Included	Included	Included	
Locker Room Benches	Included	w/ Lockers	w/ Lockers	w/ Lockers	w/ Lockers	
FRP Panels	Excluded	Excluded	Excluded	Excluded	Excluded	
TOTALS	**47,900**	**36,107**	**42,290**	**34,161**	**35,270**	
Recommendation:	**Amount**					
Dennis Reeves Inc.	**34,161**					

Bid Evaluation Report

BERNARDS BUILDERS · MANAGEMENT SERVICES

Waterproofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Systems WP	Proulx	Santa Barbara Surfacing	Letner	Patriot Contracting	Paul Wolff
Base Bid	See below	See below	See below	See below	83,560	Incomplete
Spec #: 07 1326 - Self Adhering Sheet Waterproofing	Included	Included	Included	Included	Included	Included
Spec #: 07 8400 - Fire Stop and Smoke Seals	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Included	Included	Bond @ 1.8%	Bond @ 1.5%	Bond @ 1%	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	90 days	90 days	60 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Waterproofing						
Waterproofing at elevator pit 12/A-561	4,100	2,300	8,300	3,510	Included	No Bid
Sheet Waterproofing behind Pit walls	Included	Included	Included	Bituthene 4000	Included	----------
1" drainage board & sheet waterproofing at walls	Included	Included	Included	Included 230 sf	Included	----------
Waterproofing under elev pit SOG (no specs) use bentonite, Grace PrePrufe300R or equal	Included	Included	Included	Included	Included	----------
Elastomeric waterproofing on top of pit slab (no spec) - use crystalline product	1,500	2,500	5,400	2,500	Included	----------
Waterproofing at elevator pit penetrations 8/A-561	Included	Included	Included	Included	Included	----------
Waterproofing of foundation wall at planter areas against the bldg C-300	14,030	18,240	Included	15,000	Included	----------
Waterproofing inside exterior Planters - total of 4 planters 6/S-401	Included	Included 1,920 sf	Included	Included	Included	----------
Waterproofing under topping slabs at 2nd floor decks - 6&7/A-510	18,000	20,000	22,600	20,000	Included	----------
Use 07 1326, self adhering waterproofing OR	Included	Included	Included	Included	Included	----------
Use 60-90mil liquid applied waterproofing w/ 1/8" asphalitc 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	20,560	22,330	27,050	29,860	Included	No Bid
Per Pre-Bid RFI#4	Included	Included	Included	Included	Included	----------
Installed over 2nd floor extertior 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

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Waterproofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Systems WP**	**Proulx**	**Santa Barbara Surfacing**	**Letner**	**Patriot Contracting**	**Paul Wolff**
Product to be Gaco Western, GW-15-U62	Excluded	Excluded	Excluded	Included 2,520 sf	Included	----------
Interior Concrete Sealed Floors	2,680	2,680	3,850	2,680	2,680	1,750
Interior concrete floors shown on Finish Sch A-612 marked F1	Included	Included	Included	Included	Included	Included 676 sf
No Spec Provided OR see 03300,2.1,G	Included	Included	Included	Included	Included	Auqaseal W-20
Caulking & Sealants	9,816	9,816	9,816	9,816	9,816	No Bid
Per Schedule in Specs	Included	Included	Included	Included	Included	----------
Windows, Doors, Walls, As Shown	Included	Included	Included	Included	Included	----------
SIT.3	(10,530)	(10,500)	(10,500)	(10,500)	(10,500)	
TOTALS	**63,636**	**70,846**	**69,996**	**76,346**	**89,036**	**0**
Recommendation:	**Amount**					
Systems WP	**63,636**					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Insulation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	Roberts Firestop	
Base Bid	26,800	36,892	30,527	26,895	See below	
Spec #: 07 2100 - Thermal Insulation	Included	Included	Included	Included	N/A	
Spec #: 07 8400 - Fire Stop and Smoke Seals	No Bid	No Bid	No Bid	No Bid	Included	
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	Included	30 days	60 days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Thermal and Blanket Insulation	Included	Included	Included	Included	No Bid	
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included	Included	----------	
R19 & 8" Batts at Int & Ext Walls	Included	Included	Included	Included	----------	
R30 at Roof (Not shown)	See below	See below	See below	See below	----------	
Walls to Receive Insulation per Wall Types A-620	Included	Included	Included	Included	----------	
Wall type A - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type B - double stud walls min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type C - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type D - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type E1 - min 3-1/2" foil-faced glass fiber batts	????	Included	Included	Included	----------	
Wall type F - Batt insulation	Included	Included	Included	Included	----------	
Wall type G - Batt insulation	Included	Included	Included	Included	----------	
Wall type H - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type I - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type K - double stud walls Int. Acoustic wall - fiberglass batt insulation	Included	Included	Included	Included	----------	
Wall type N - none shown	----------	----------	----------	----------	----------	
Wall type O - batt insulation	Included	Included	Included	Included	----------	
Rigid Insulation at PVC roofing	w/ Roofing	Included	Included	Included	----------	
Rigid Insulation at Standing Seam roofing	Excluded	Included	Included	Included	----------	
R-30 insulation at underside of standing seam roofing	7,500	Included	Included	4,965	----------	
Fire Stops and Smoke Seals	17,324	17,324	17,324	17,324	17,324	
Mineral fiber insulation fire safing, damming material, clips and closures	Included	Included	Included	Included	Included	
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included	
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Insulation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**DJ Insulation**	**Viking Insulation**	**Alcal**	**TruTeam/Masco**	**Roberts Firestop**	
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included	
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included	Included	
TOTALS	**51,624**	**54,216**	**47,851**	**49,184**	**0**	**0**
Recommendation:	**Amount**					
Alcal	**47,851**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
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
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Sheet Metal	56,198	Included	No Bid	8,600	Included	Included
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	----------	40,000	Included	40,000
Roof Plan A-131	Included	Included	----------	Included	Included	Included
Flexible Flashing and Underlayment	Included	Included	----------	Included	Included	Included
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200,2.02.K	Included	Included	----------	Included	Included	Included
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	----------	Included	Included	Included
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	----------	Included	Included	Included
Roof Details Sheet A-500:	Included	Included	----------	Included	Included	Included
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included	Included	----------	Included	Included	Included
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included	Included	----------	Included	Included	Included
Roof penetration at Ducts flashing - 5/A-500	Included	Included	----------	Included	Included	Included
Flash at Pipes penetrations - 6/A-500	Included	Included	----------	Included	Included	Included
Flash at Exhaust duct - 9/A-500	Included	Included	----------	Included	Included	Included
Flash at roof access hatch - 10/A-500	Included	Included	----------	Included	Included	Included
Flash at fascias - 5/A-501	Included	Included	----------	Included	Included	Included
Flash at upper roof exterior soffits - 6/A-501	Included	Excluded	----------	Included	Included	Included
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included	Excluded	----------	Included	Included	Included
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included	Included	----------	Included	Included	Included
Door & Window Sill/Head Flashings - 1,2/A-5120	Included	Included	----------	Included	Included	Included
Door head flashing - 10-12/A-520	Included	Included	----------	Included	Included	Included
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included	Included	----------	Included	Included	Included
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included	Included	----------	Included	Included	Included
Roof to plaster conditions	Included	Included	----------	6,400	Included	9,010
Gutters & Downspouts - None Shown	Included	Included	----------	Included	Included	Included

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**R&J SM**	**Letner**	**Commercial Roofing**	**Merit Metal Products**	**Patriot Contracting**	**Valencia Sheet Metal**
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000	10,000	----------	10,000	10,000	10,000
Connects to storm drains sytems, not shown	Included	Included	----------	Included	Included	Included
Roof Drains are internal pipes by plumber	Included	Included	----------	Included	Included	Included
Mechanical Equipment pad covers - None Shown	N/A	N/A	----------	N/A	N/A	N/A
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A	N/A	----------	N/A	N/A	N/A
Roof Hatch	7,122	Included	No Bid	Included	Included	Included
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 10&12/A-500, 30"x42" min size	Included	Included	----------	Included	Included	Included
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included	Included	----------	Included	Included	Included
Prefab Curb by MFR	Included	Included	----------	Included	Included	Included
Installed in Electrical Room 206	Included	Included	----------	Included	Included	Included
Metal Roofing	159,537	Included	202,181	84,000	Included	Included
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included	Included	Included	Included	Included	Included
Typical Standing Mtl roof detail 10/A-5010	Included	Included	Included	Included	Included	Included
MFR AEP Span, SpanLok	Included	Included	Included	Alt Prod:Metal Sales	Included	Alt Prod:Metal Sales
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included	Incl 24ga	Included	Included	Included	Included
30#lb felt underlayment over roof plywood(by others)	Included	Included	Included	Included	Included	Included
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included	Included	Included	Included	Included	Included
Flash standing seam at Fascia - 5/A-501	Included	Included	Included	Included	Included	Included
Flash Fascia 2 at standing seam 9/A-501	Included	Included	Included	Included	Included	Included
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included	Not shown	Included	Not shown	Not shown	Not shown
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included	Included	Included	Included	Included	Included
Waste Disposal	3,400	3,400	3,400	3,400	3,400	3,400
Provide Alternate Add if not in base bid	----------	14,000	Included	8,500	15,000	9,000
Wall Louvers						
As listed /shown on Mechanical	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC
	Metal Roof	Metal Roof	Metal Roof Only	Alt Metal Roof	Metal Roof	Alt Metal Roof
	SM	SM	No SM	SM	SM	SM
TOTALS	**236,257**	**195,350**	**205,581**	**160,900**	**217,570**	**175,290**
Recommendation:	**Amount**					
Merit Metal Products	**160,900**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Craig Roofing**	**Chapman Coast**				
Base Bid	See below	0				
Spec #: 07 4000 - Metal Roof Panels	Included	SM only				
	Included	w/roofing bid				
Bond Rate (if required)	Bond @ 2.5%					
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included					
Acknowledgment of RFI's 1-75 dated 6.5.17	Included					
Bid Good for 60 Days	30 Days					
Prevailing Wage	Included					
Prequalified per Oxnard School District Standards	N/A					
Attachment C Acknowledgement	N/A					
Sheet Metal	38,108	9,550				
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included					
Roof Plan A-131	Included					
Flexible Flashing and Underlayment	Included					
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200,2.02.K	Included					
MFR - WR Grace, Jiffy-Seal or equal	Included					
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included					
Roof Details Sheet A-500:	Included					
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included					
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included					
Roof penetration at Ducts flashing - 5/A-500	Included					
Flash at Pipes penetrations - 6/A-500	Included					
Flash at Exhaust duct - 9/A-500	Included					
Flash at roof access hatch - 10/A-500	Included					
Flash at fascias - 5/A-501	Included					
Flash at upper roof exterior soffits - 6/A-501	Included					
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included					
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included					
Door & Window Sill/Head Flashings - 1,2/A-5120	Included					
Door head flashing - 10-12/A-520	Included					
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included					
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included					
Roof to plaster conditions	9,000					
Gutters & Downspouts - None Shown	Included					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Craig Roofing**	**Chapman Coast**				
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000					
Connects to storm drains sytems, not shown	Included					
Roof Drains are internal pipes by plumber	Included					
Mechanical Equipment pad covers - None Shown	N/A					
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A					
Roof Hatch	Included					
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 10&12/A-500, 30"x42" min size	Included					
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included					
Prefab Curb by MFR	Included					
Installed in Electrical Room 206	Included					
Metal Roofing	218,820					
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included					
Typical Standing Mtl roof detail 10/A-5010	Included					
MFR AEP Span, SpanLok	Included					
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included					
30#lb felt underlayment over roof plywood(by others)	Included					
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included					
Flash standing seam at Fascia - 5/A-501	Included					
Flash Fascia 2 at standing seam 9/A-501	Included					
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included					
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included					
Waste Disposal						
Provide Alternate Add if not in base bid	---					
Wall Louvers	0					
As listed /shown on Mechanical	w/ HVAC					
	Metal Roof	No Metal Roof				
	SM	SM Only				
TOTALS	**275,928**	**0**	**0**	**0**	**0**	**0**
Recommendation:	**Amount**					
Merit Metal Products	**160,900**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Roofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing
Base Bid	124,725	153,939	145,717	199,708	211,750	129,179
Spec #: 07 5416 - Polyvinyl Chloride (PVC) Roofing (Mechanically Attached)	Included	Included	Included	Included	Included	Included
Bond Rate (if required)		Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Bond @ 1%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 days	60 Days	60 Days	45 days	60 Days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Polyvinyl-Chloride (PVC) Roofing	Included	Included	Included	Included	Included	Included
Roof Plan A-131, Keynote 07.01 Single-Ply Roof Assembly see 1/A-500	Included	Included	Included	Included	Included	Included
MFR - Sika Sarnafil, Johns Manville, Carlisle or Equal	Sarnafil	Carlisle	Sarnafil	Included	Included	Included
BOD Sarnafil S327 FB, thermoplastic membrane w/ poly reinforcement & feltback membrane	Included	Included	Included	Included	Included	Included
Single Ply Roofing System 60 mil without fleece backing, color to be White	Included 7,000 sf	Included 6,600sf	Included	Included	Included 7,000sf	Included 7,000sf
Fully Adhered	Included	Included	Included	Included	Included	Included
Mechanically Fastened	Included	Included	Included	Included	Included	Included
R-30 Rigid isocyanurate foam Insulation w/ black mat facers	Included	Included	Included	Included	Included	Included
Tapered crickets w/ insulation	Included	Included	Included	Included	Included	Included
1/2" DensDeck Coverboard at Roof	Included	Included	Included	Included	Included	Included
Include all attachment components & flashing materials	Included	Included	Included	Included	Included	Included
Include misc flashing at pipes, corners coverstrips, termination bars	Included	Included	Included	Included	Included	Included
Include all sealants	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640
Walk Pads - Per Roofing Plans	Included	Included	Included	Included	Included	Included
Polyester reinforced, 0.096 inch weldable membrane w/ surface embossment per spec 2.07.A	Included	Included	Included	Included	Included	Included
Parapet walls to be plaster	Included	Included	Included	Included	Included	Included
Waste disposal	4,250	4,250	4,250	4,250	4,250	4,250
Warranty to be 10-yr NDL Material & Labor warranty	Included	Included	Included	Included	Included	Included
ARC.9	(4,800)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)
ARC.17	(10,280)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
TOTALS	**118,535**	**148,329**	**140,107**	**194,098**	**206,140**	**123,569**
Recommendation:	**Amount**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Roofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing
Best Contracting	118,535					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Doors, Frames & Hardware	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	
Base Bid	99,420	113,689	132,696	102,265	115,060	
Spec #: 08 1113 - Hollow Metal Doors and Frames	Included	Included	Included	Included	Included	
Spec #: 08 1416 - Flush Wood Doors	Included	Included	Included	Included	Included	
Spec #: 08 3116 - Access Panels & Frames	Included	Included	Included	Included	Included	
Spec #: 08 3613 - Sectional Doors	Included	Included	Included	Included	Included	
Spec #: 08 7100 - Door Hardware	Included	Included	Included	Included	Included	
Bond Rate (if required)	Bond @1.5%	Bond @1.5%	Bond @2.5%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	60 Days	30 days	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Hollow Metal Doors and Frames	Included	Included	Included	Included	Included	
MFR per Specs	Included	Included	Included	Included	Included	
Frame Details - A-520	Included	Included	Included	Included	Included	
New Classroom Building - 1st & 2nd fl	Included	Included	Included	Included	Included	
HM Frames ()	Included	Included	Included	Included	Included	
Type A	Included	Included	Included	Included	Included	
Type B	Included	Included	Included	Included	Included	
Type C	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	
Type D, Marker Board Sliding Door Schedule	Included	Included	Included	Included	Included	
Type E - w/ Louver	Included	Included	Included	Included	Included	
HM Doors (30)	Included	Included	Included	Included	Included	
Wood Doors (3)	Included	Included	Included	Included	Included	
Install HM Doors	Included	Included	Included	Included	Included	
Install HM Frames	Included	8,500	8,500	8,500	6,350	
Install Wood Doors	Included	Included	Included	Included	Included	
Glass for Vision Lites & Windows	3,375	3,750	3,750	3,750	3,375	
Door Hardware	Included	Included	Included	Included	Included	
Hardware per Schedule in Specs	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320	
Door Thresholds	Included	Included	Included	Included	Included	
Misc. Door Hardware - Site Gates	Included	Included	Included	Included	Included	
Storefront Doors - None Shown	Included	Included	Included	Included	Included	
Panic Hardware at Gates - per Accessibility Site Plan - G-004	Included	Included	Included	Included	Included	
Hardware at existing Gates per Gate Schedule, G-004	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Doors, Frames & Hardware	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	
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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Glass & Glazing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Santa Barbara Glass	Center Glass	Coast to Coast			
Base Bid	79,908	86,300				
Spec #: 08 5113 - Aluminum Windows	Included	Included				
Spec #: 08 7100 - Door Hardware	N/A	N/A				
Spec #: 08 8000 - Glazing	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	Included	30 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Aluminum Windows	Included	Included				
Double and Single Hung Windows	Included	Included				
Acceptable Manufacturers for Aluminum Windows	Included	Included				
Efco Series 684 & 694	Included	Series 2700				
Traco TR-9000	Included	Excluded				
Graham Series 3000/3100	Included	Excluded				
Peerless Model 4340 & 4140	Included	Excluded				
New Classroom Bldg - A-111, A-112	Included	Included				
Type A - 5' x 2'-1"	Included	Included				
Type B - 3' x 6'	Included	Included				
Type C - 5' x 6'	Included	Included				
Type D - 5' x 6'	Included	Included				
Type E - 3' x 8'	Included	Included				
Type F - 5' x 8'	Included	Included				
Type G - 5' x 6'	Included	Included				
Type H - 5' x 6'	Included	Included				
Type I - 3' x 6'	Included	Included				
Sealing and Caulking for All Window/Door Systems per Arch Details	3,775	3,775				
Glazing	Included	Included				
Glass for Vision Lites & Windows	3,750	Included				
Include SG - Safety Glazing as indicated on Window Schedule A-610, per spec 08800	Included	Included				
Include OB - Obscured Glazing as indicated on Window Schedule A-610, per spec 08800	Included	Included				
Other						
Field Testing for Water Penetration AAMA E1105, assume 6 ea	4,500	4,500				
Mock-Up	1,250	1,250				
ARC.1	24,998	25,000				
ARC.22	(4,094)	(4,000)				
TOTALS	**114,087**	**116,825**	**0**	**0**	**0**	**0**

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Glass & Glazing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Santa Barbara Glass	Center Glass	Coast to Coast			
Recommendation:	Amount					
Santa Barbara Glass	114,087					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
Base Bid	See Below	See Below	See Below	Drywall Only	Plaster Only	Dywall Only
Spec #: 07 8400 - Fire Stop and Smoke Seals	Included	Included	Included	N/A	N/A	N/A
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	N/A	N/A	N/A
Spec #: 09 2200 - Cement Plastering	Included	Included	Included	N/A	Included	N/A
Spec #: 09 2900 - Gypsum Board	Included	Included	Included	Included	N/A	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	N/A	N/A	N/A
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Dyas	30 Dyas	90 Dyas	30 Dyas	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	436,210	428,681	289,224	334,700	334,700	334,700
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	Included		Included	
Keynote 09.11-Portland Cement Plaster and Metal Lath, per wall types	Included	Included	Included		Included	
Texture - Dash Bond Coat 09 2200,3.06.G	Included	Included	Included		Included	
Exterior Plaster Ceilings and Soffits per typ det 11/A-501	Included	Included	Included		Included	
Exterior Plaster at parapets 2/A-500	Included	Included	Included		Included	
Interior Plaster per specs, Include if any shown on drawings	Included	Included	Included		Included	
Foam Trim Pieces at Windows if shown to be foam	Included	Included	Included		Included	
Water resistant backing behind metal lath - 09 2200,2.01.E	Included	Included	Included		Included	
Paper Grade D, 60-min rating on wood studs without sheathing, and on plywood sheathing	Included	Included	Included		Included	
Paper Grade B, 16-hour rating on gypsum sheathing	Included	Included	Included		Included	
MFR - Fortifiber, Super Jumbo Tex,USG, Inryco or Western Metal Lath	Included	Included	Included		Included	
2-Layers Grade D Kraft Paper	Included	Included	Included		Included	
3-Coat System	Included	Included	Included		Included	
Glass Fiber Reinforcement	Included	Included	Included		Included	
Lath & Paper	Included	Included	Included		Included	
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included		Included	
Stronghold earthquake staples for metal lath at plaster ceilings & soffits 11/A-501, 16/A-502	Included	Included	Included		Included	
Expansion/Control Joints 9/A-510	Included	Included	Included		Included	
Plaster Trim	Included	Included	Included		Included	

Bid Evaluation Report

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BUILDERS • MANAGEMENT SERVICES

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
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 theupper window (aff. +17'-6") to line-up with window sill. Reference details 5 & 9/A-510 (RFI #14)	Included	Included	Included		Included	
All roof parapet walls (interior) and mechanical well walls to have plaster finish, typical. Ref. detail 2/A-500. (RFI #15)	Included	Included	Included		Included	
Safety walk and progressive cleanup	11,600	11,600	11,600		11,600	
Patching, Taping, Floating as Required	Included	Included	Included		Included	
All Required Caulking and Sealants at Penetrations	Included	Included	Included		Included	
Scaffolding for Own Work	90 Days	107,323	Included		Included	
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	203,565	233,312	196,876	278,790	233,555	233,555
Drywall per Wall Types Sheet - A-620	Included	Included	Included	Included		Included
This wall job is drywall over wood, no metal studs	Included	Included	Included	Included		Included
Wall type A - 1 layer ea side	Included	Included	Included	Included		Included
Wall type B - double stud walls 1 layer ea side	Included	Included	Included	Included		Included
Wall type C - shear wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type D - 1-hr wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type E1 - 1-hr wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type F - 1 layer ea side	Included	Included	Included	Included		Included
Wall type G - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Wall type H - 2 layers ea side	Included	Included	Included	Included		Included
Wall type I - 2 layers ea side (over plywood ea side by others)	Included	Included	Included	Included		Included
Wall type K - acoustic wall double wood wall, 1 layer ea side, not on int side of double wall	Included	Included	Included	Included		Included
Wall type N - int furred wall, 1 layer on one side	Included	Included	Included	Included		Included

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
Wall type O - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Drywall Ceilings per Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included		Included
See sections on sheets A-321-322 for ceiling info	Included	Included	Included	Included		Included
This ceiling job is drywall over wood, there a few areas there is metal framed ceilings?	Included	Included	Included	Included		Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included		Included
Impact resistant gypsum board below 10'-0" per Note 2 on Finish Legend A-612	5,000	5,000	Included	5,000		5,000
5/8" Drywall Horizontal & Vertical surfaces	Included	Included	Included	Included		Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included		Included
Level 1-5 Finish at Locations per Specifications Based on Paint or Wall Finish spec 09 2900,3.04.A	Level 4&2	Level 4	Level 4	Included		Included
Metal trims, joint treatments & finishing of walls ready for paint	Included	Included	Included	Included		Included
Texture & skim coats where indicated	Included	Included	Included	Included		Included
Clean-up	Included	Included	Included	Included		Included
Fire Resistant Sealants at Head and Base of Walls	Included	Included	Included	Included		Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included		Included
Installation of HM Door Frames Supplied by Others	w/ DFH	w/ DFH	w/ DFH	w/ DFH	w/ DFH	w/ DFH
Supply and Install of Access Panels 12x12	3,000	3,000	3,000	3,000	3,000	3,000
Installation of FEC Supplied by Others	1,350	1,350	1,350	1,350	1,350	1,350
Install drywall at elevator door frames after they are installed (by others)	1,500	1,500	1,500	1,500	1,500	1,500
Install ceiling at elevator room, not shown	1,000	1,000	1,000	1,000	1,000	1,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Scrapping and Disposal	6,375	6,375	6,375	6,375	6,375	6,375
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,800	10,800	10,800
Fire Stops and Smoke Seals	7,551	7,551	7,551	7,551	7,551	7,551
Mineral fiber insulation fire safing, damming material, clips and closures	Included	Included	Included	Included	Included	Included
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included	Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included	Included
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included	Included
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included	Included	Included
ARC.1	9,250	9,250	9,025	9,250	9,250	9,250
ARC.17	(10,000)	(10,000)	(10,300)	(10,000)	(10,000)	(10,000)

Bid Evaluation Report

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BUILDERS · MANAGEMENT SERVICES

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
					Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
ARC.20	(70,000)	(62,682)	(70,000)	(70,000)	(70,000)	(70,000)
ARC.20	5,000	5,000	4,945	5,000	5,000	5,000
TOTALS	**697,601**	**827,146**	**538,346**	**659,716**	**621,081**	**653,005**
Recommendation:	**Amount**					
Church and Larsen	**538,346**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Tile	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**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 RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	90 Days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included			
F3-Non-slip Ceramic Tile	Included	Included	Included			
B2-Coved Ceramic Tile Base	Included	Included	Included			
W1-Ceramic Tile Walls	Included	Included	Included			
MFR - Dal-Tile	Included	Included	Included			
DalTile Keystones 1"x1" Mosaic - Floors	Included	Included	Included			
DalTile Semi Gloss 6"x6" - Walls	Included	Included	Included			
Marble Thresholds	1,500	1,500	1,500			
Setting beds - Mortar and thinset	Included	Included	Included			
Grout - Standard, Polymer modified, or Epoxy Grout - not spelled out in spec	Std grout	Std grout	Std grout			
Add for epoxy grout	Not provided	Not provided	Add: $7,650			
Grout Sealer	4,085	Included	Included			
Waterproofing Membrane at depression - 2&3/A-510	Included	Included	Included			
Waterproofing type, 6 are listed in specs, 093013.9.2.1-2.6, which one do you have in your bid?	RedGuard	Included	RedGuard			
Wall Tile on 5/8" Cementitious Backer Board (by others) - 2&3/A-510	By Others	By Others	By Others			
Install per CTI Method W244, thinset method	Included	Included	Included			
Floor Tile on depressed concrete slab(by others) - 2&3/A-510	By Others	By Others	By Others			
Install per CTI Method F114, mudset/mortarset method	Included	Included	Included			
Locations:	Included	Included	Included			
Boys Toilet rm 110, 210	Included	Included	Included			
Boys Changing rm 111	Included	Included	Included			
Girls Toilet rms 113, 212	Included	Included	Included			
Girls Changing rm 114	Included	Included	Included			
Staff Toilet rms 112, 211	Included	Included	Included			

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Tile	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Stonerock Tile**	**J. Colavin & Son**	**Silverado Tile**			
Interior Elevations A-224	Included	Included	Included			
8' Ht Tile Wainscot (RFI #24)	Included	Included	Included			
Safety walk and progressive cleanup	2,320	2,320	2,320			
Include Tile Behind Lockers, Provide Alternate Deduct to Remove	Included	Included	Included			
ARC.7	(21,500)	(21,500)	(21,670)			
ARC.16	(6,000)	(6,000)	(6,240)			
ARC.18	(16,000)	(16,000)	(16,290)			
TOTALS	**63,730**	**70,530**	**51,120**	**0**	**0**	**0**
Recommendation:	**Amount**					
Silverado Tile	**51,120**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney	Prime Acoustics	Hamilton Ceiling Systems
Base Bid	41,500	53,030	42,490	35,775	36,000	43,700
Spec #: 09 5123 - Acoustical Tile Ceilings	Included	Included	Included	Included	Included	Included
Spec #: 09 8434 - Acoustical Wall Panels (from RFI #7)					Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included	Included	Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included	Included	Included
MFR - Armstrong, CerainTeed or USG	USG	Included	Included	USG	CerainTeed	CerainTeed
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	DXL 26	Included	Included	Included	Included	Included
ACT Details per A-540	Included	Included	Included	Included	Included	Included
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included	Included	Included	Included	Included
Include Compression struts per 2/A-540	Included	Included	Included	Included	Included	Included
Read and abide by all Notes on sheet	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320	2,320
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600	600	600	Included	Included
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included	Included	Included	Included	Included
Acoustical Wall Panels	34,660	34,660	34,660	34,660	24,400	34,660
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434					Included	
AWP Type 1, Keynote 10.54					Included	
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight					Included	
Tackable Wall Panels					10,000	
Finish Schedule A-612:					Included	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney	Prime Acoustics	Hamilton Ceiling Systems
W5-Tackboard panel over gypsum board, Keynote 10.50					Included	
Color (not listed) provide per MFR standard color pallette					Included	
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Coring, Johns Manville, Knauf or equal					Included	
Thickness of panels per Sound absorbtion coefficient requirement per tabulated values 09 8434,1.03,D					Included	
Povide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.					Included	
Include all mounting harware, 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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Ceiling Experts	Cali-USA	Nelson Adams Naco	Tech-Wall		
Base Bid	65,000	39,982	AWP Only	AWP Only		
Spec #: 09 5123 - Acoustical Tile Ceilings	N/A	Included	N/A	N/A		
	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included				
Reflected Ceiling Plans A-121 to A-122	Included	Included				
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included				
MFR - Armstrong, CerainTeed or USG	Armstrong	CerainTeed				
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included				
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included				
ACT Details per A-540	Included	Included				
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included				
Include Compression struts per 2/A-540	Included	Included				
Read and abide by all Notes on sheet	Included	Included				
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600				
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included				
0						
Acoustical Wall Panels	85,000	56,448	16,736	25,084		
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	Included	Included	Included	Included		
AWP Type 1, Keynote 10.54	Included	Included	Included	Included		
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight	Included	Included	9,000	Included		
Tackable Wall Panels	10,000	10,000	10,000	9,576		
Finish Schedule A-612:	Included	Included	Included	Included		

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Ceiling Experts**	**Cali-USA**	**Nelson Adams Naco**	**Tech-Wall**		
W5-Tackboard panel over gypsum board, Keynote 10.50	Included	Included	Included	Included		
Color (not listed) provide per MFR standard color pallette	Included	Included	Included	Included		
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Coring, Johns Manville, Knauf or equal	Included	Included	Included	Included		
Thickness of panels per Sound absorbtion coefficient requirement per tabulated values 09 8434,1.03,D	Included	Included	Included	Included		
Povide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.	Included	Included	Included	Included		
Include all mounting harware, concealed types, individually removable	Included	Included	Included	Included		
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410	Included	Included	Included	Included		
Interior elevations at classrooms A-220	Included	Included	Included	Included		
Tackboard Floor to Ceiling see 3/A-530	Included	Included	Included	Included		
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter	Included	Included	Included	Included		
Installed directly over drywall walls	Included	Included	Included	Included		
ARC.5						
			35,736	**34,660**		
TOTALS	**160,600**	**107,030**	**0**	**0**	**0**	**0**
			AWP Only	**AWP Only**		

Recommendation:	**Amount**
Prime Acoustics	**48,320**

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Carpet & Resilient Flooring	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	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 RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Flooring						
Minor Floor Prep	Included	Included	Included	Included		
Testing for PH and Moisture	Included	Included	Included	Included		
Remediation if Applicable	Included	Included	Included	Included		
Resilient Flooring and Rubber Base	Included	Included	Included	Included		
Finish Schedule A-612, F2-Linoleum Tile, B1-4" Vinyl Resilient Base	Included	Included	Included	Included		
MFR - Forbo, Marmoleum Composititon Tile (MCT) 13"x13", 2mm thk, pattern & color by Architect	Included	Included	Included	Included		
Include all adhesives & sealants	Included	Included	Included	Included		
Heat-welding of seams with color-matched color rods	6,700	6,700	6,700	6,700		
Resilient Base - Rubber, Cove, 4", preformed inside & outside corners	Included	Included	Included	Included		
MRF - Burke/Mercer, Roppe/Pinnacle, Flexco or equal	Included	Included	Included	Included		
F2 at All Classrooms	Included	Included	Included	Included		
B1 at All Classrooms, storage, back of house rooms	Included	Included	Included	Included		
F2 MCT in Elevator Cab (not listed but include)	640	640	640	640		
Include cleaning of floors after installation per specs	Included	Included	Included	Included		
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320		
Include initial maintenance "starter kit" from manufacturer and conducted (1st time) by flooring sub spec 3.08.B	Included	Included	Included	Included		
Include protection of floors after installation per specs	Included	Included	Included	Included		
TOTALS	**69,611**	**74,220**	**86,547**	**74,786**	**0**	**0**

Recommendation:	Amount
Reliable Flooring	**69,611**

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Painting	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Prime Painting	Valley Painting
Base Bid	53,100	102,000	155,800	185,000	0	0
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included		
Spec #: 09 9000 - Paints and Coatings	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	90 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Painting and Coating						
BOD - Dunn Edwards or Equal	Included	Included	Included	Included		
Colors TBD	Included	Included	Included	Included		
Finish Schedule A-612:	Included	Included	Included	Included		
F1-Sealed Concrete	w/ waterproofing	w/ waterproofing	w/ waterproofing	w/ waterproofing		
P1-Interior Semi-Gloss Paint	Included	Included	Included	Included		
P2-Interior Gloss Paint	Included	Included	Included	Included		
P3-Clear Sealant	Included	Included	Included	Included		
(3) Top Coats and (1) Coat Primer	Included	Included	Included	Included		
Exterior Plaster Walls & Soffits - 4 coats	Included	Included	Included	Included		
Interior Walls, Soffits and Ceilings, 4 coats	Included	Included	Included	Included		
Exterior & Interior HM Door Frames, 3 coats	Included	Included	Included	Included		
Exterior & Interior HM Doors, 3 coats	Included	Included	Included	Included		
Exterior & Interior Wood Doors, 4 coats	Included	Included	Included	Included		
All Exposed Steel to be Primed with Zinc Coating to Receive Paint (RFI #38)	Included	Included	Included	Included		
Paint Steel Stair Pans, Columns, Stringers, Guardrails and Handrails (RFI #38)	Included	Included	Included	Included		
All Exposed Metal on Roof to be Galvanized per Spec, No Paint Finish (RFI #47)	Included	Included	Included	Included		
Etching galvanized guardrails, handrails & stairs prior to painting	Included	Included	Included	Included		
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included		
Shop-Primed Items	Included	Included	Included	Included		
High Performance Coating at Ext. Hand and Guardrails	Not Included	Not Included	Not Included	Not Included		
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included		
HSS Steel at Ext. exposed Columns & Beams	Included	Included	Included	Included		
Cleanup of all your work	Included	Included	Included	Included		
Touch-Up Painting Allowance	5,092	5,092	5,092	5,092		

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Painting	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Prime Painting	Valley Painting
Joint Sealant Work Allowance	2,500	2,500	2,500	2,500		
Hedge	26,800					
ARC.1	2,000	2,000	2,000	2,000		
ARC.4	10,700	11,000	11,000	11,000		
ARC.5	3,000	3,000	3,000	3,000		
ARC.17	(1,000)	(1,000)	(1,000)	(1,000)		
TOTALS	**102,192**	**124,592**	**178,392**	**207,592**	**0**	**0**
Recommendation:	**Amount**					
Vanguard	**102,192**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Building Specialties	Marshall Classroom Building	Job Number	1641
		Bid Date	6/7/2017
		Date Printed	7/27/2017

Div	Description	Amount	Recommended Subcontractor	Bids Received
10 44 00	**Fire Extinguishers & Specialties**	3,045	BL Wilcox ($3,045 Supplier)	3
	See sheet A-111 & A-112 for locations of FEC	Included	Inland Empire ($5,300)	
	1st fl Keynote 10.51 - Fire Extinguisher Cabinet Semi-Recessed, see 6&7/A-530	Included	John Pence ($4,800)	
	2nd fl Keynote 10.55 - Fire Extinguisher Cabinet Semi-Recessed, see 6&7/A-530	Included		
	1st Fl (8 ea)	Included		
	2nd Fl (1 ea)	Included		
	Provide rated cabinet at rated wall per note on 7/A-53(	Included		
	Semi Recessed FEC Max. Projection 4" (RFI #32)			
10 50 50	**Lockers**	46,600	Inland Empire	1
	Added Spec Section in RFI #9 - Section 10505 dated 5/23/2017	Included		
	See Accessible Locker Calculations on sheet A-411, total of 8	Included		
	MFR - DeBourgh Manufacturing Co. or equal	Included		
	Interior Elevations A-224, see Keynotes	Included		
	12.10 - 12"x12" triple stack locker, see 13/A-530	Included		
	12.13 - Accessible locker, see 13/A-530	Included		
	12.31 - 20"x48" Accessible Locker room bench (handwritten on bottom of keynotes legend)	Included		
	1-Tier Lockers per detail 13/A-530 - None shown	Included		
	2-Tier Lockers per detail 13/A-530 - None shown	Included		
	3-Tier Lockers per 13/A-530	Included		
	At Boys Changing Room - 1/A-411, total of 32, 3-tier	Included		
	Accessible at Boys Changing Room - 1/A-411, total of 1 ea	Included		
	At Girls Changing Room - 1/A-411, total of 32, 3-tier	Included		
	Accessible at Girls Changing Room - 1/A-411, total of 1 ea	Included		
	Include Locker base at stud wall installation per 15/A-530	Included		
	Coordinate blocking & backing w/ Framer	Included		
	At concrete slab use anchor bolts per detail 3/8" dia 3" embedment	Included		
	6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	w/ Concrete		

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Building Specialties	**Marshall Classroom Building**	**Job Number**	**1641**
		Bid Date	**6/7/2017**
		Date Printed	**7/27/2017**

Div	Description	Amount	Recommended Subcontractor	Bids Received
N/A	**Misc Site Furnishings**	0	Bernards	
	None Noted			
N/A	**Misc Equipment (TV's)**	6,000	Bernards	
	TV Wall Brackets - 1/A-531	Included		
	MFR not listed, size is 2'-5"x2'	Included		
	Furnished	by District		
	Installed	Included		
	Coordinate blockinig & backing w/ framing sub	Included		
	TV's in Classrooms	by District		
	60" Flat Screen by District	by District		
	Final hook-up, connection to Teachers computer	by District		
	Total	**55,645**		

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Visual Display Boards	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	ABC School Equipment	Nelson Adams Naco Inc.				
Base Bid	275,308	208,582	0			
Spec #: 101101	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Visual Display Boards	Included	Included				
Finish Schedule A-612:	Included	Included				
W4 - Marker Board Panel over gypsum board	Included	Included				
Interior Elevations sheets A-220 to A-223	Included	Included				
Keynote 10.52-Markerboard Surface from floor to ceiling, Standard panel size 5'x10'	Included	Included				
Keynote 12.26 - 3'-2"x10' Sliding Marker Board, see 10/A-530	Included	Included				
Keynote 12.27 - (2) 2'-8"x10' Sliding Marker Boards, see 10/A-530	Included	Included				
MFR - MooreCo, Claridge or Polyvision or Equal	Platinum Visual	Nelson Adams Naco				
There is a Marker Board Sliding Door Schedule listing all the rooms to receive them on A-610	Included	Included				
Horizontal Sliding Unit Wall System Assembly per 10/A-530	Included	Included				
Furnished AND Installed	Included	Included				
First Floor Classrooms - total of 19 each	Included	Included				
Second Floor Classrooms - total of 23 each	Included	Included				
ARC.4	(60,500)	(60,223)				
TOTALS	**214,808**	**148,359**	**0**	**0**	**0**	**0**

Recommendation:	Amount
Nelson Adams Naco Inc.	**148,359**

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Signage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**AGS**	**John Pence Bldg Spec.**	**CA Signs**	**Braille Signs, INC**		
Base Bid	6,150	10,130	11,471	15,302	0	0
Spec #: 10 1400 - Signage	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Signage	Included	Included	Included	Included		
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included		
Signage & Fire Extinguisher Plans - G-006	Included	Included	Included	Included		
Signage Details sheet - A-550	Included	Included	Included	Included		
Room Signs - 1/A-550	Included	Included	Included	Included		
Toilet room door signage - 3/A-550	Included	Included	Included	Included		
Fire Riser door signage - 5/A-550	200	Included	Included	Included		
Exit Signs - 6,7,8/A-550	Included	Included	Included	Included		
Typical Classroom I.S.A signage - 9/A-550	Included	Included	Included	Included		
Restroom Signs - Girls, Boys, Unisex, Staff - Wall & Door signage 3,11,13,14/A-550	Included	Included	Included	Included		
Fire Alarm Panel Control - 12/A550	Included	Included	Included	Included		
Electrical & Not an exit signage 15/A-550	Included	Included	Included	Included		
Maximum occupancy signage - 16/A550	Included	Included	Included	Included		
Stenciling on Rated Walls Signage - 19/A-550	w/ Drywall	w/ Drywall	w/ Drywall	w/ Drywall		
Warning sign - 20/A-550	300	Included	Included	Included		
Fire Extinguisher Signage - 6/A-530, G-006 (17 ea)	2,975	Included	2,975	Included		
Assistive Listening Signage	250	Included	Included	250		
ADA Signage	Included	Included	Included	Included		
Ext. Aluminum Letters, or Painted Bldg #(No Callouts on Elevations)	750	750	750	750		
See Spec Section for several other signs as required	Included	Included	Included	Included		
Site Signage at Fire Lane shown on Site Plan A-101	w/ Striping	w/ Striping	w/ Striping	w/ Striping		
Site Signage at Re-Striped existing parking lot shown on A-102, 104, 105	w/ Striping	w/ Striping	w/ Striping	w/ Striping		
Temporary project signage	2,000	2,000	2,000	2,000		
TOTALS	**12,625**	**12,880**	**17,196**	**18,302**	**0**	**0**
Recommendation:	**Amount**					
AGS	**12,625**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Toilet Compartments & Accessories	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh		
Base Bid	31,400	23,200	30,700	34,192		
Spec #: 10 2113.17 - Phenolic-Core Shower & Dressing Compartments	Included	Included	Included	Included		
Spec #: 10 2800 - Toilet Accessories	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	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 pallette in your bid	Formica Sparkle	Formica or Wilsonart	Black	Standard Color		
Toilet Accessories	Included	Included	Included	Included		
MFR - Bobrick or approved equal	Included	Included	Included	Included		
Interior Elevations A-224, see Keynotes	Included	Included	Included	Included		
10.03 - Tactile room name & number signage 1/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage		
10.03 - Toilet room door signage 3/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage		
10.32 - Paper towel dispenser & Waste receptacle 1/A-535	Included	Included	Included	Included		
10.33 - Surface mounted soap dispenser 1/A-5353, B-2111	Included	Included	Included	Included		
10.34 - Multi-roll toilet tissue dispenser, semi recessed 1/A-5353, B-3888	Included	Included	Included	Included		
10.36 - Grab bar - 1, 8 & 10/A-5353, B-6806 series, length per drawing	Included	Included	Included	Included		
10.37 - Seat cover dispenser 1/A-5353, B-221	Included	Included	Included	Included		
10.39 - Mirror 18"x30" 1/A-5353, B-292	Included	Included	Included	Included		
10.41 - Accessible side toilet stall 11/A-5353	Included	Included	Included	Included		
Janitor Closet Accessories	Included	Included	Included	Included		

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT · SERVICES

Toilet Compartments & Accessories	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Inland Empire Arch**	**YTI Enterprises**	**John Pence Bldg Spec.**	**Stumbaugh**		
Mop & Broom Holder (4 Holders) B-223 x 36"	Included	Included	Included	Included		
Not Keynoted, but listed in Spec Section:	Included	Included	Included	Included		
Hand Dryer, World Dryer Model XRA	4,200	4,200	4,200	Included		
Sanitary Napkin Disposal, Recessed B-353 or Partition Mounted B-354	Included	4,800	Included	Included		
Sanitary Napkin Dispenser, Recessed B-3706 25	1,000	1,000	1,000	1,000		
Keys at locked dispensing units, keyed aliked	Included	Included	Included	Included		
Other Potential Items:						
Backpack Hooks in Rooms	Excluded	Excluded	Excluded	Excluded		
ARC.14	(4,200)	(4,200)	(4,200)	(4,200)		
TOTALS	**32,400**	**29,000**	**31,700**	**30,992**	**0**	**0**
Recommendation:	**Amount**					
YTI Enterprises	**29,000**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Window Coverings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**A1 Quality Blinds**	**Digital Decora**	**Contract Décor**	**Diversified Window**	**Sheward & Son & Sons**	
Base Bid	10,000	15,440	16,340	21,248	27,860	
Spec #: 12 2413 - Roller Window Shades						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 Days	Included	90 Days	90 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Window Coverings	Included	Included	Included	Included	Included	
MFR - Levelor, HD, Spring	Included	Included	Included	Included	Included	
New Classroom Building	Included	Included	Included	Included	Included	
All Windows Interior and Exterior	Included	Included	Included	Included	Included	
Motor Operated (Where Shown)	Excluded	Excluded	Excluded	Excluded	Excluded	
MFR - ElectroShade by Mechoshade Systems or approved equal	Excluded	Excluded	Excluded	Excluded	Excluded	
Manual Operated at all windows	Included	Included	Included	Included	Included	
MFR - Mecho/5 by Mechoshade Systems or approved equal	Hunter Douglass	Lutron Contract	FlexShades	Included	Included	
Provide a complete operated system including fabric, mounting spline, end caps, fscia, fillers, side channels, center channels, anchors and fasteners	Included	Included	Included	Included	Included	
Fabric "AV Blackout shade my Mechoshade or equal	Included	Included	Included	Included	Included	
TOTALS	**10,000**	**15,440**	**16,340**	**21,248**	**27,860**	**0**
Recommendation:	**Amount**					
A1 Quality Blinds	**10,000**					
Alternates						
RFI #25						
Alt #1: Manual Roller Shades at Larger Sectional Doors at Classrooms	9,000	12,628	20,820	Excluded	20,820	
Alt #2: ADD for Motorized Roller Shades at Larger Sectional Doors at Classrooms	13,500	37,552	41,930	Excluded	41,930	

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Final Cleaning	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	AAA Express Janitorial	All-Pro Bldg Maintenance	Commercial Const Cleaning			
Base Bid	2,700	28,760	22,550			
Spec #: N/A	N/A	N/A	N/A			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	Included	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	Included	N/A	N/A			
Attachment C Acknowledgement	Included	N/A	N/A			
Final Construction Cleaning						
Provide all safety equipment, hard hats, gloves, eye protection & vest	Included	Included	Included			
Include all cleaning tools, ladders, mops, brooms, towels, etc.	Included	Included	Included			
Clean elevator, inside & out	500	Included	Included			
Clean interior windows & mullions	Included	Included	Included			
Clean exterior windows	3,500	Included	Included			
Clean all cabinets, counter & millwork	Included	Included	Included			
Clean inside cabinets & drawers, shelves, bookcases	1,500	Included	Included			
Clean all door frames, hardware & kick-plates	Included	Included	Included			
Wipe clean baseboards	Included	Included	Included			
Wipe clean lights & T-bar ceiling (as requried)	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 & guradrails	2,500	Included	Included			
Sweep & power wash ext bldg walks, sidwalks & harscape	3,500	Included	3,500			

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Final Cleaning	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**AAA Express Janitorial**	**All-Pro Bldg Maintenance**	**Commercial Const Cleaning**			
Prevailing Wage rates requirements	5,000	Included	Included			
T&M rate per employee			$79.80/hr			
TOTALS	**29,700**	**28,760**	**26,050**	**0**	**0**	**0**
Recommendation:	**Amount**					
Commercial Const Cleaning	**26,050**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Elevators	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Kone, Inc.**	**Republic Elevator**				
Base Bid	195,850	ALT: $89,860				
Spec #: 14 2123 - Machine-Room-Less Electric Traction Passenger Elevators	Included	No Use Hydro				
Bond Rate	Bond at	Bond at				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	60 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Elevators						
Deferred Approval - Elevator Guide Rails, G-001	Included	Included				
MFR, BOD - Kone EcoSpace Gearless Traction Elevator	Included	Twin Jack, Holeless				
Hoist Beam, Guide Rails per specs	w/ Steel	w/ Steel				
Pit ladder 13/A-561, notes states by Elev Mfr	w/ Steel	w/ Steel				
Continuous plate PL 3/16"x3" cont across hoistway 5&7/A-561	w/ Steel	w/ Steel				
Bldg 1 - New Classroom Building	Included	Included				
Elevator No. 1: 3500#, 150ft/min, 2 Stops, 2 Openings per Specs	Included	Included				
Includes all info for Elevator Details shown on sheet A-561	Included	Included				
Cab Interior Finishes - brushed SS at walls, front & doors w/ alum tube rail, ceiling translucent panels, alum threshold, floor (by others)	Included	Included				
Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see det 4/A-541 (no sheet A-541 provided)	Exclude/Qualify	Exclude/Qualify				
Make Connection Between Fire Alarm Relay and Elevator Controller	Included	Included				
Elevator Hostway Scaffolding	Included	Included				
Hoisting	Included	Included				
Textura invoice system	360	360				
ARC.10	(196,210)	89,860				
TOTALS	**0**	**90,220**	**0**	**0**	**0**	**0**
Recommendation:	**Amount**					
Republic Elevator	**90,220**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Fire Sprinklers	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire			
Base Bid	276,600	123,456	126,266			
Spec #: 21 1000 - Fire Protection	Included	Included	Included			
License Designation C-16, Fire Protection Contractor	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	60 Days	30 Days	30 days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	No	Yes	Yes			
Attachment C Acknowledgement	Included	Included	Included			
Furnish & Install Fire Sprinkler System	Included	Included	Included			
Building 1, Classroom Building per FP sheets - FP-001 to 005	Included	Included	Included			
Manufacturer - Tyco	Included	Included	Included			
Complete Wet Pipe Automatic Sprinkler System	Included	Included	Included			
UL Approved Black Steel Piping, SCH 40 w/ Cast or Ductile Iron Screwed Fittings - 2" and Smaller	Included	Included	Included			
UL Approved Black Steel Piping, SCH 40 w/ Rolled Grooved Ends, Grooved Fittings and Mechanical or Welded Outlets - 2.5" and Larger	Included	Included	Included			
Complies with NFPA 13, 2013 ED., DSA, and Local AHJ Requirements	Included	Included	Included			
POC from 6" AFF, 4x3 Flexible GRC	Included	Included	Included			
3" Fire Riser at Bldg - 1/FP-002	Included	Included	Included			
Connect 6" Underground Fire Department Connection	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
4" Double Detector Check Valve Backflow Preventer (1/FP-02)	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Standard Upright, Pendent, Sidewall Sprinklers	Included	Included	Included			
Concealed Heads in Finished Ceilings w/ Cover Plate	Included	Included	Included			
Flush Sidewall Head in Soffits	Included	Included	Included			
Brass or White Finish	Included	Included	Included			
All Underground Piping as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Piping Distribution (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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Fire Sprinklers	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Apex Fire Protection**	**J.G. Tate Fire Protection**	**Superior Fire**			
Install sprinklers in elevator shaft and elevator equip rm, not shown	2,500	2,500	2,500			
All Seismic Bracing, Hangers, Embeds as Required	Included	Included	Included			
Sleeves as Required	Included	Included	Included			
Floor Blockouts, Coring, Saw Cutting as Required	Included	Included	Included			
All Gauges, Valves, Flow and Tamper Switches	Included	Included	Included			
Valve Seals, Tags, Safety Markers, and Charts	Included	Included	Included			
Electric Bell	Included	Included	Included			
Sound and Vibration Control	Included	10,000	10,000			
Furnish Access Panels as Required	Included	Included	1,250			
Excavation and Backfill as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Fire Caulking / Sleeves / Firestopping	Included	Included	1,250			
Permits / Plan Check / Inspections / Testing / Fees	1,000	1,000	1,000			
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included	Included			
Calculations / Engineered Plans / Shop Drawings	Included	Included	2,500			
BIM Coordination	5,000	5,000	5,000			
As-Builts and Record Documents	Included	Included	Included			
Hoisting of Own Material as Required	Included	Included	Included			
Schedule and Pay for State and Local Inspections	1,500	1,500	1,500			
TOTALS	**286,600**	**143,456**	**151,266**	**0**	**0**	**0**
Recommendation:	**Amount**					
J.G. Tate Fire Protection	**143,456**					

Bid Evaluation Report

BERNARDS BUILDERS - MANAGEMENT SERVICES

Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	
Base Bid	315,100	349,530	335,765	416,610	412,000	
Spec #: 22 0500 - Basic Materials and Methods	Included	Included	Included	Included	Included	
Spec #: 22 0553 - Identification	Included	Included	Included	Included	Included	
Spec #: 22 0700 - Insulation	Included	Included	Included	Included	Included	
Spec #: 22 0800 - Equipment and Systems Tests	Included	Included	Included	Included	Included	
Spec #: 22 1100 - Domestic and Industrial Water Systems	Included	Included	Included	Included	Included	
Spec #: 22 1300 - Drainage System	Included	Included	Included	Included	Included	
Spec #: 22 4000 - Plumbing Fixtures	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	30 Days	60 Days	60 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	No	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Fixtures w/ Associated Connections	Included	Included	Included	Included	Included	
Plumbing Fixtures	Included	Included	Included	Included	Included	
Water Closet, Floor-Mounted ADA (WC-1 & WC-2)	Included	Included	Included	Included	Included	
Lavatory w/ Manual Metering Faucet, Wall-Mounted ADA (L-1 & L-2)	Included	Included	Included	Included	Included	
Waterless Urinals (UR-1)	Included	Included	Included	Included	Included	
Classroom Sink w/ Manual Metering Faucet (S-1)	Included	Included	Included	Included	Included	
ADA HiLo Stainless Drinking Fountain (DF-1)	Included	Included	Included	Included	Included	
Service Sinks (SS-1)	Included	Included	Included	Included	Included	
Floor Drains (FD-1)	Included	Included	Included	Included	Included	
Hose Bibbs (HB-1)	Included	Included	Included	Included	Included	
Hose Bibbs on Landscape Drawings (RFI# 10)	2,000	2,000	2,000	2,000	2,000	
Trap Primers (TP-1)	Included	Included	Included	Included	Included	
Roof / Overflow Drains (RD-1 & OD-1)	Included	Included	Included	Included	Included	
Cleanouts	Included	Included	Included	Included	Included	
Gas Shut-Off Valves	Included	Included	Included	Included	Included	
Water Hammer Arrestors	Included	Included	Included	Included	Included	
All Fixtures Meet ADA	Included	Included	Included	Included	Included	
Commercial Grade Toilet Seats	Included	Included	Included	Included	Included	
Special Wrenches for Servicing	250	Included	Included	Included	Included	
Faucet Repair Kits	1,000	Included	Included	1,000	Included	
Furnish & Install All Plumbing Equipment w/ Associated Connections	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	
Manufacturers per P-001	Included	Included	Included	Included	Included	
Tankless Gas Water Heaters (WH-1 & WH-2)	Included	Included	Included	Included	Included	
Circulating Pump (CP-1)	Included	Included	Included	Included	Included	
Expansion Tanks (ET-1)	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Piping	Included	Included	Included	Included	Included	
Hot and Cold Water Piping	Included	Included	Included	Included	Included	
Copper Type L, Lead-Free Piping	Included	Included	Included	Included	Included	
Brass Angle Stops and White Braided Wire Supply Lines at all Fixtures	Included	Included	Included	Included	Included	
Waste and Vent Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Storm and Roof Drain Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Gas Piping	Included	Included	Included	Included	Included	
Schedule 40 Steel	Included	Included	Included	Included	Included	
Condensate Piping, HVAC	Included	Included	Included	Included	Included	
Copper Type M, Lead-Free	Included	Included	Included	Copper Type L	Included	
Connect Sewer, Storm Drain and Domestic Water Service 5' Out	Included	Included	Included	Included	Included	
Piping Insulation as Required	Included	Included	Included	Included	Included	
Temporary Water for Construction Use (Meter by Others	13,400	13,400	13,400	13,400	13,400	
Galvanize Flashings, Roof Jacks, Pipe Collars as Require	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	7,500	
BIM Coordination	10,000	17,500	10,000	10,000	10,000	
Caulking and Sealants as Required	Included	Included	Included	Included	2,500	
Fire Caulking, Sleeves, Fire Stopping as Required	Included	Included	Included	Included	Included	
Drilling, Boring, Cutting, Notching as Required	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
Supports, Anchors, Seismic Bracing as Required	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	4,642	4,642	4,642	4,642		
Vibration Isolation	Included	Included	Included	Included	Included	
Access Panels as Required, Furnish Only	Included	Included	Included	Included	Included	
All Related Trenching and Backfill to 90%	Included	Included	Included	Included	Included	
Flush, Chlorinate, Disinfect and Sterilize Domestic Wate	Included	Included	Included	Included	Included	
Haul Off Spoils Generated by Own Work	2,470	10,000	2,925	Included	20,000	
Provide and connect water line to construction trailer	3,350	3,350	3,350	3,350	3,350	
Temporary tool/stoarage bins	1,400	1,400	1,400	1,400	1,400	
Temporary Toilets	2,100	2,100	2,100	2,100	2,100	

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BUILDERS - MANAGEMENT SERVICES

Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**City Commerical**	**HPS Mechanical**	**Moe**	**Precision Plumbing-Mechanical**	**Suttles Plumbing**	
Temporary Handwash facilities	2,100	2,100	2,100	2,100	2,100	
ARC.27	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	
TOTALS	**355,312**	**403,522**	**375,182**	**454,102**	**473,850**	**0**
Recommendation:	**Amount**					
City Commerical	**355,312**					

Bid Evaluation Report

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HVAC	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Climate Control**	**J.R. Barto**	**Sheldon Mechanical**	**WR Robbins Co.**		
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	Qualify Exclude	Qualify Exclude	Qualify Exclude	Qualify Exclude		
Spec #: 23 3100 - Air Transmission and Distribution System	Included	Included	Included	Included		
Spec #: 23 8000 - Air Conditioning and Air Handling Management	Included	Included	Included	Included		
Spec #: 23 9000 - Building Management System	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	90 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	No	Yes	Yes	Yes (Chapman Air Systems, Inc.)		
Attachment C Acknowledgement	Included	Included	Included	Included		
Furnish & Install All HVAC Equipment	Included	Included	Included	Included		
Building Equipment	Included	Included	Included	Included		
Roof-Mounted Package Units w/ Spring Isolators and Curb, AC1-AC12 - Carrier	Included	Included	Included	Included		
Roof-Mounted, Exhaust Fans - Loren Cook	Included	Included	Included	Included		
Ductless Split AC Units - Mitsubishi	Included	Included	Included	Included		
Heating Ventilator Air Units - Reznor	Included	Included	Included	Included		
Factory Curbs/ Install	Included	Included	Included	Included		
Furnish & Install All Ductwork and Distribution	Included	Included	Included	Included		
Sheet Metal Lined Round Ducts	Included	Included	Included	Included		
Sheet Metal Rectangular Ducts	Included	Included	Included	Included		
Flexible Round Ducts	Included	Included	Included	Included		
Building Distribution	Included	Included	Included	Included		
Supply, Return and Exhaust Ductwork	Included	Included	Included	Included		
Ceiling Supply/Return/Exhaust Diffusers	Included	Included	Included	Included		
Supply/Return/Exhaust Air Side Grilles	Included	Included	Included	Included		
Side Wall Mounted Transfer Grilles	Included	Included	Included	Included		
Outdoor Exhaust Grilles	Included	Included	Included	Included		
Fire/Smoke Dampers	Included	Included	Included	Included		
90° Elbows at Ceiling Diffusers	Included	Included	Included	Included		
Sound Boots as Required	Included	Included	3,500	Included		
Sheet Metal Louvers	Included	Included	3,800	Included		

Bid Evaluation Report

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HVAC	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Climate Control**	**J.R. Barto**	**Sheldon Mechanical**	**WR Robbins Co.**		
Backdraft Dampers at Exhaust as Required	Included	Included	Included	Included		
Condensate Drain Piping - 1/M505	w/ Plumbing	w/ Plumbing	w/ Plumbing	w/ Plumbing		
22 ga galv hoods at roof ductwork per 4/M-510	10,050	10,050	10,050	20,000		
Furnish & Install HVAC Controls	Included	Included	Included	Included		
Energy Management and Building Management Control Systems (DDC)	Included	Included	Included	Included		
MFR - Alerton	Included	Included	Included	Included		
Tie-In Controls w/ Current EMS Already Serving the Existing Campus (RFI #29)	Included	Included	Included	Included		
All Low Voltage Wiring for Own Systems	Included	Included	Included	Included		
All Duct Supports, Seismic Restraints, and Bracing as Required	Included	Included	Included	Included		
HVAC Mounting - M.W. Sausse & Co, Vibrex VIC-EQ w/ Spring Mounts M-521	Included	Included	Included	Included		
All Piping and Duct Insulation as Required	Included	Included	Included	Included		
All Mechanical Piping as Shown on Plans	Included	Included	Included	Included		
Sound and Vibration Control	Included	Included	Included	Included		
Access Panels as Required - Furnish Only	Included	3,500	Included	Included		
All Required Signage and Identification Labels	Included	Included	Included	Included		
Splay Wires for HVAC Registers and Grilles as Required	w/ ACT	w/ ACT	w/ ACT	w/ ACT		
Safety walk and progressive cleanup	6,218	6,218	6,218	6,218		
Construction Filters and Final Filters	Included	Included	Included	Included		
All Sheet Metal Flashings as Required	Included	Included	Included	Included		
Firestopping at Penetrations	Included	2,000	Included	Included		
Testing and Balancing	Included	Included	Included	Included		
Duct Pressure Testing	Qualify Exclude	Qualify Exclude	Qualify Exclude	Included		
Hoisting of Own Material as Required	Included	Included	Included	Included		
BIM Coordination	6,700	6,700	6,700	6,700		
ARC.11	(56,000)	(56,000)	(56,500)	(56,000)		
ARC.24	(42,000)	(42,000)	(42,600)	(42,000)		
TOTALS	**535,057**	**475,068**	**366,968**	**374,918**	**0**	**0**
Recommendation:	**Amount**					
Sheldon Mechanical	**366,968**					

Bid Evaluation Report

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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Base Bid	1,241,580	1,075,100	989,000	1,020,000	Fire Alarm Only	
Division 26 - Electrical	Included	Included	Included	Included		
Spec #: 26 0126 - Inspection Test and Acceptance	Included	Included	Included	Included		
Spec #: 26 0500 - Common Work Results for Electrical	Included	Included	Included	Included		
Spec #: 26 0513 - Basic Electrical Materials and Methods	Included	Included	Included	Included		
Spec #: 26 0519 - Low-Voltage Wires (600 Volt AC)	Included	Included	Included	Included		
Spec #: 26 0526 - Grounding and Bonding	Included	Included	Included	Included		
Spec #: 26 0533 - Raceways and Boxes Fitting and Supports	Included	Included	Included	Included		
Spec #: 26 0586 - Motors and Drives	Included	Included	Included	Included		
Spec #: 26 0800 - Electrical Systems & Commissioning	Included	Included	Included	Included		
Spec #: 26 0923 - Lighting Control Systems	Included	Included	Included	Included		
Spec #: 26 1000 - Service Entrance	Included	Included	Included	Included		
Spec #: 26 2200 - Low Voltage Transformers	Included	Included	Included	Included		
Spec #: 26 2413 - Switchboards 1000	Included	Included	Included	Included		
Spec #: 26 2416 - Panelboards and Signal Terminal Cabinets	Included	Included	Included	Included		
Spec #: 26 2419 - Motor Control Devices	Included	Included	Included	Included		
Spec #: 26 5000 - Lighting	Included	Included	Included	Included		
Spec #: 26 5200 - Emergency Power Systems	Included	Included	Included	Included		
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included		
Division 27 - Communications	Included	Included	Included	Included		
Spec #: 27 0126 - Test and Acceptance Requirements for Structured Cabling	Included	Included	Included	Included		
Spec #: 27 1013 - Structured Cabling	Included	Included	Included	Included		
Spec #: 27 4113 - Classroom Sound Enhancement System	Included	Included	Included	Included		
Spec #: 27 5116 - Public Address and Intercommunication Systems	Included	Included	Included	Included		
Spec #: 27 5313 - Clock and Program Systems	Included	Included	Included	Included		
Division 28 - Electronic Safety and Security	Included	Included	Included	Included	Included	
Spec #: 28 1600 - Intrusion Detection System	Included	Included	Included	Included		
Spec #: 28 3100 - Fire Detection and Alarm System	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 days	60 Days	60 Days	30 Days	60 Days	

Bid Evaluation Report

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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	Yes	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Furnish & Install Building Electrical	Included	Included	Included	Included		
Main Gear and Panels	Included	Included	Included	Included		
1200A WP Main Switch Board,480Y/277V, 3 Phase, 4W Panel board ("MP"/E-030)	Included	Included	Included	Included		
500KVA WP Site Transformer w/ Disconnect	Included	Included	Included	Included		
Distribution Boards	Included	Included	Included	Included		
Panel Boards	Included	Included	Included	Included		
Lighting Control Panels and Lighting Control System	Included	Included	Included	Included		
Circuit Breakers	Included	Included	Included	Included		
Transformers	Included	Included	Included	Included		
Ground Bus / Grounding Systems	Included	Included	Included	Included		
Distribution, Conduit and Wiring	Included	Included	Included	Included		
Copper Bussing and Wiring w/ Rigid Conduit	Included	Included	Included	Included		
Feeders (RFI# 26)	Included	Included	Included	Included		
Power Distribution	Included	Included	Included	Included		
Conduits & Raceways	Included	Included	Included	Included		
Lighting Switches, Conduit and Wiring	Included	Included	Included	Included		
Cable Trays	Included	Included	None Shown	None Shown		
Terminal Cabinets & Racks	Included	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included	Included		
Wiring Devices	Included	Included	Included	Included		
Switches / Disconnects	Included	Included	Included	Included		
Overcurrent Protection	Included	Included	Included	Included		
Connections to Existing Generator	2,500	2,500	2,500	2,500		
Power to Equipment	Included	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included	Included		
Power to Misc. Equipment / Motors / Devices	Included	Included	Included	Included		
Power to Electric Overhead Coiling Doors w/ Low Voltage Wiring (RFI# 62)	Included	Included	Included	Included		
Power to Building Lighting w/ Controls and Panels	Included	Included	Included	Included		
Power for Irrigation Controller (RFI#65)	Included	Included	Included	Included		
Conduit & Back Boxes Only:	Included	Included	Included	Included		
Voice / Data / CATV Systems	Included	Included	Stubs to Ceiling	Included		
Computer Network Cabling System	Included	Included	Included	Included		
Autonomous PA System	Included	Included	Included	Included		
Occupancy / Motion Sensor System	Included	Included	Included	Included		
Energy Management Systems / HVAC Controls	Included	Included	T-Stat Conduit Only	Included		

Bid Evaluation Report

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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Other Low Voltage Systems (E-001)	Included	Included	Included	Included		
Temporary Power and Lighting	42,000	42,000	39,000	42,000		
Install, Maintain, Relocate for Construction Offices	Included	Included	Included	Included		
Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included	Included		
Temp Power for Elevator Testing and Build Out	Included	Included	Included	Included		
Temp Power Spider Boxes	Included	Included	Included	Included		
Temp Light Strings	Included	Included	Included	Included		
Conduit and Wire to Jobsite Trailers	Included	Included	Included	Included		
Furnish & Install Building Low Voltage Systems	See Below	See Below	See Below	See Below	See Below	
Fire Alarm System	71,131	71,131	Included	71,131	71,131	
Complete Addressable Fire Alarm System (E-204 & E-304)	Included	Included	Included	Included	Included	
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	27,500		
MFR - Per Specs	Included	Included	Included	Included		
Computer, Monitors, and Recording Devices Complete	By Owner	By Owner	By Owner	By Owner		
Infrared Motion Detectors	Included	Included	Included	Included		
Interconnection with Door and Gate Hardware as Required	Included	Included	Included	Included		
Interconnection with Overhead Doors as Required	Included	Included	Included	Included		
Interconnection with Elevators as Required	Included	Included	Included	Included		
All Weather-Rated Enclosures	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Complete Plans / Specifications / Calculations	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Telecom / Data / CATV (E-203 & E-303)	Included	Included	Included	Included		
Telecom / CATV Back-Bone Cabling	Included	Included	Included	Included		

Bid Evaluation Report

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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
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		
Manufacturer - Per Spec (274113, 2.01)	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		
Manufacturer - Per Spec (275116, 2.01)	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 & Diplay Units	Included	Included	Included	Included		
Tuners, CD Players, Power Amplifiers, Loudspeakers Etc.	By Owner	By Owner	By Owner	By Owner		
Terminal Blocks and Cabinets	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Master Clock System	Included	Included	Included	Included		
Manufacturer - Lathem LTR8-512-M or District Approved	Included	Included	Included	Included		
Power Supplies, Backboxes, Etc.	Included	Included	Included	Included		

Bid Evaluation Report

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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
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		

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BUILDERS - MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Furnish / Install concrete filled steel Bollards with footings	Included	Included	Included	Included		
Dry Utilities - Power	Included	Included	Included	Included		
Secondary Conduit From New On-Site Transformer to New WP Main Switchboard (Wire by SCE) (1/E-102)	Included	Included	Included	Included		
MP-1 - (3) 3" Conduit w/ (3) 350KCM & (1) #2/0 in Each Conduit (RFI# 26)	Included	Included	Included	Included		
MP-2 - (3) 3" Conduit w/ (4) 250KCM & (1) #2/0 in Each Conduit & (2) 4" Conduit for Future Power to New Pullbox to New Building (RFI# 26)	Included	Included	Included	Included		
Power to Existing "MSB" From New 500KVA Transformer	Included	Included	Included	Included		
MP-1A - (6) 3" Conduit w/ (4) 350KCM & (1) 250KCM in Each Conduit (RFI# 26)	Included	Included	Included	Included		
New Intercept Underground Pullbox and Connection to Existing Power for "MSB"	Included	Included	Included	Included		
(4) 350KCM & (1) 250KCM Wiring in Existing "MSB" Conduits	Included	Included	Included	Included		
Stub Out (2) Different Lines of (2) 4" Conduit for Future Power from New Pullbox (E-101)	Included	Included	Included	Included		
Utility Company Primary Switch	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Utility Company Site Transformer	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Conductors: by Utility Company	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Dry Utilities - Low Voltage	Included	Included	Included	Included		
(5) 2" Conduits for Low Voltage Systems (FA, SEC, Clock, PA, Tele and Data) From Existing Building to New Pullbox to New Building (E-101)	Included	Included	Included	Included		
(4) 2" Conduits for Future Low Voltage Stubbed From Existing Building to New Pullbox (E-101)	Included	Included	Included	Included		
Stub Out (2) Different Lines of (4) 2" Conduit for Future Low Voltage from New Pullbox (E-101)	Included	Included	Included	Included		
Underground Power Distribution for Site Lighting and Site Power	Assume Existing	Assume Existing	Assume Existing	Assume Existing		
Power to PIVs, Tamper Switches, Backflows	Included	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included	Included		
Furnish & Install Lighting	Included	Included	Included	Included		
LED and Fluorescent Lighting as Shown	Included	Included	Included	Included		
Lighting Fixtures per Schedule on E-010	Included	Included	Included	Included		

Bid Evaluation Report

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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Lighting Fixtures at New Classroom Building (E-201 & E-301)	Included	Included	Included	Included		
Exit Signs	Included	Included	Included	Included		
LED Lamps	Included	Included	Included	Included		
Non-LED Lamps	Included	Included	Included	Included		
Occupancy Sensors	Included	Included	Included	Included		
Spare Parts as Required (Spec. 265000, 3.03)	Included	Included	Included	Included		
Coordination of Shipping and Installation of Fixtures	Included	Included	Included	Included		
BIM Coordination (1 per Week for 2 Months)	18,425	18,425	16,750	18,425	3,000	
Plywood Backboards	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included	Included		
Concrete base at Electrical Equipment 5/E-050	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete		
Protective Bollards 2/E-050	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals		
NEMA Enclosures, where shown	Included	Included	Included	Included		
Flashings at Penetrations	Included	Included	Included	2,000	Included	
Caulkings / Sealants	Included	Included	Included	Included	Included	
Sleeves / Fire Caulking / Firestopping, as required	Included	Included	Included	Included	Included	
Sound and Vibration control	Included	Included	Included	Included	Included	
All Block Outs, Inserts, Coring, Notching, etc.	Included	Included	Included	Included	Included	
Backfill Trenches / Bedding	Included	Included	Included	Included		
Safety walk and progressive cleanup	7,772	7,772	7,772	7,772		
All Required Signage and Identification Labels	Included	Included	Included	Included	Included	
Seismic Bracing to Meet Code	Included	Included	Included	Included	Included	
Access Panels as Required - Furnish Only	Included	5,000	3,000	4,000	1,500	
Haul Off Spoils Generated by Own Work	Included	15,000	15,000	15,000		
Electrical Permits	Included	3,000	No cost	3,000		
Disconnect & reonnect exisiting 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)		
					75,631	
TOTALS	**1,512,816**	**1,344,386**	**1,177,480**	**1,317,786**	**0**	**0**

Recommendation:	Amount
Taft Electric	**1,177,480**

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Alternates						
Add Alternate (RFI#70) - Per Spec 101400 2.07B, Provide Refuse Sign not Indicated on Lighting Fixture Schedule.			$850/ea			
Add Alternate (RFI #16) - Connect Genset w/ Power Required for Essential Equipment to run During Potential Power Outages such as Site & Parking Lot Lights, Fire Alarm Panel, Security System, and Jobsite/Trailers Related Electrical Requirements.			35,000			

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Demo & Earthwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.		
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		
			35,467	35,467		
Demolition	35,467	32,985	No Bid	No Bid		
Demolition Plan C-101, at New Building location	Included	Included	Included	Included		
Demolition Plan C-102, at Reworked Existing Parking Lot area	Included	Included	Included	Included		
Demolition Plan C-103, at New Play Area location	Included	Included	Included	Included		
Underground Utility Location, Potholing, Capping or Disconnecting Utilities	5,000	5,000	5,000	5,000		
Removal Notes:	Included	Included	Included	Included		
1 - Remove existing asphalt pavement & base, full depth	Included	Included	Included	Included		
2 - Clear, grub & remove existing turf/planter/exposed subgrade area	Included	Included	Included	Included		
3 - Remove existing shrubs, trees and roots	Included	Included	Included	Included		
4 - Remove existing catch basin	Included	Included	Included	Included		
5 - Remove Play area, including the existing play structure (Per RFI#11)	Included	1,500	Included	Included		
6 - Sawcut existing & remove existing pavement, curb or v-gutter	Included	Included	Included	Included		
7 - Remove existing curb	Included	Included	Included	Included		
8 - Remove existing utilities (identified)	Included	Included	Included	Included		
9 - Sandblast existing striping	Included	Included	Included	Included		
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape		
11 - Remove existing concrete V-gutter	Included	Included	Included	Included		
12 - Remove sign in its entirety	Included	Included	Included	Included		
30-39 - Protect-in-Place items as noted	Included	Included	Included	Included		

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Demo & Earthwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.		
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 Fopundation & 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		
Overxcavate & recompact area after demo, ready for perimeter concrete curb (by others)	----------	Included	Included	Included		
Include Type 2 sub-base to 95% compaction - thickeness 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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Demo & Earthwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Standard Demolition**	**Damar Const.**	**Leko Const.**	**Toro Ent.**		
Fine Grading for Sitework	----------	Included	Included	Included		

Export Spoils Stockpiled by Others	----------	$XX / CY	$XX / CY	$XX / CY		
Concrete Footing Spoils, Stuctural	----------	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

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Asphalt Paving & Striping	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Pavinig	Berry Engineering	B&M Contractors
Base Bid	0	35,440	See below	64,950	37,772	49,825
Spec #: 31 2316 - Excavation & Fill Paving	----------	Included	Included	Included	Included	Included
Spec #: 31 2326 - Base Course	----------	Included	Included	Included	Included	Included
Spec #: 32 0117 - Pavement Repair	Included	Included	Included	Included	Included	Included
Spec #: 32 1216 - Asphalt Paving	----------	Included	Included	Included	Included	Included
Spec #: 32 1236 - Seal for Bituminous Surfacing	Included	Included	Included	Included	Included	Included
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
AC Paving						
See Legend on C-002:	No Bid	Included	Included	Included	Included	Included
Eastside of New Building - 3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	----------	Included	Included	Included	Included	Included
Fire Lane, 4" thk (2" Class C2 & 2" Class B) AC Surfacing over 9" thk crushed aggregate base (CAB), per 1/C-702	----------	Included	15,538	Included	Included	Included
Include the Pavement-to-pavement joint detail, 4/C-702	----------	Included	Included	Included	Included	Included
Existing Parking Lot Rework, C-202	----------	Included	Included	Included	Included	Included
Sawcut and removal of existing paving (C-102)	----------	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
Remove, reinstall base & recompact subgrade if unsuitable per 32 01 17,3.02.B	----------	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	----------	Included	27,966	Included	Included	Included
Redwood Header at Grass	----------	Included	Included	Included	Included	Included
Final 2 coat Seal over new paving per specs	----------	2,850	Included	Included	Included	Included
Clean, Re-Seal, Re-Stripe existing Playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded
Striping & Signage		No Bid	No Bid	No Bid	No Bid	No Bid
Existing Parking Lot - Striping Plan C-204	9,275	8,790	10,820	10,820	10,820	10,820
Sandblast existing striping at existing lot per Demo sheet C-102	Included	Included	----------	----------	----------	----------
Installation of new work at Existing Parking Lot:	Included	Included	----------	----------	----------	----------
Standard Parking Spaces - 4" thk white lane per Caltrans Std Plan A20B, detail 27B	Included	Included	----------	----------	----------	----------
Stripe Crosshatch Areas	Included	Included	----------	----------	----------	----------

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Asphalt Paving & Striping	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Pavinig	Berry Engineering	B&M Contractors
Stripe Arrows	Included	Included	----------	----------	----------	----------
Fire Lane Curbs Red - none shown	Included	Included	----------	----------	----------	----------
Accessible Parking Spaces - see A-104	Included	Included	----------	----------	----------	----------
Concrete Wheel Stops at Accessible parking - 32 13 13, 2.01,C.1-3 & 13/A-105	Included	Included	----------	----------	----------	----------
Precast 6' length x 6" ht doweled into paving per detail	Included	Included	----------	----------	----------	----------
Signage - Accessible sign w/ Posts & footing - 1, 9/A-105	Included	Included	----------	----------	----------	----------
		Included	----------	----------	----------	----------
Existing Fire Lane road in front of new Building - FLS Plan G-003	Included	Included	----------	----------	----------	----------
Signage - Fire Access Entrance Signage w/ Post & footing - Sheet Note #5	Included	Included	----------	----------	----------	----------
Signage - New Fire Lane Sign w/ Post & footing - Sheet A-101 & 2/A105 (same as above)	Included	Included	----------	----------	----------	----------
Striping - "Where curb occurs, Paint curb Red to designate Fire Lane" - G-003	Included	Included	----------	----------	----------	----------
Striping - "Fire flush to adjacent surface, paint 'No Parking Fire Lane' w/ Red Lettering" - G-003	Included	Included	----------	----------	----------	----------
Existing Hopscotch, Foursquare, Tetherball adjacent to site RE-Striping - Allowance	1,000	1,000	----------	----------	----------	----------
Existing Main Entry into School - A-101	Included	Included	----------	----------	----------	----------
Signage - New "Tow Away" Sign w/ Post & footing - 7/A-105	Included	500	----------	----------	----------	----------
TOTALS	**0**	**48,580**	**54,324**	**75,770**	**48,592**	**60,645**
Recommendation:	**Amount**					
Onyx Paving	**48,580**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
Base Bid	176,900	267,864	135,000	See below	145,960	
Spec #: 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included	Included	
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec #: 32 1313 - Site Concrete Work	Included	Included	Included	Included	Included	
Bond Rate (if required)		Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 1%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	90 days	30 Days	30 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
On Site						
Existing Parking Lot Rework, C-202	Included	Included	Included	12,522	Included	
Sawcut and removal of existing site concrete (C-102)	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo	
Remove, reinstall base & recompact subgrade per Note 6, Det 3/C-703	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 12 - Concrete Curb per det 3/C-703	Included	Included	Included	Included	Included	
6" concrete curb w/ (2) #4 bars continuous length of curb	Included	Included	Included	Included	Included	
At New revised Accessible spaces, it is assume use of existing concrete handicap ramps at existing diagonal layout	Qualification	Qualification	Qualification	Qualification	Qualification	
Sandblasting (by demo), Re-Striping (by Striper) will be laid-out to reuse concrete ramps	by Others	by Others	by Others	by Others	by Others	
This subcontractor will install Truncated Domes at existing ramps per A-104 & det 5/A-105, 2 ea 3'x4' min	Excluded	Excluded	Excluded	Excluded	Excluded	
Truncated Domes to be Armor Tile or eqaul perr detail 6/C-703	Excluded	Excluded	Excluded	Excluded	Excluded	
Per SCE Drawings & E sheets:						
Transformer Pad - 2/E-020	Included	10,400	Included	10,400	10,400	
Install concrete-filled steel bollards 2/E-020	Included	2,000	2,000	2,000	2,000	
New Rubber Surfacing at existing playground area adjacent to new building, C-203	Included	Included	Included	22,332	Included	
Note 13 - Concrete Curb per det 9/C-702	Included	Included	Included	Included	Included	
6" wide concrete curb at perimeter of play area	Included	8,400	Included	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
4" Minimum Base course compacted & ready for rubber surfacing	3,575	3,575	3,575	3,575	3,575	
New handball walls & footings complete adjacent new playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	
Site Concrete Work at New Building:	Included	Included	Included	126,878	Included	
6" thk Concrete Pavment ove 4" crushed aggregate base (CAB), listed on legend C-002 & per 5/C-702(concrete pavement section detail)	Included	Included	Included	Included	Included	
Rebar #4 @ 18" ocew	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	
Site Control Plan C-201	Included	Included	Included	Included	Included	
Note 1 - 6" thk conc pavement over 4" CAB per 5/C-702	Included	Included	Included	Included	Included	
Note 2 - PCC Pavers & Sand Base per 1/C-703	Included	24,700	24,700	Included	Included	
Pavers MFR-None listed	Included	Included	Included	Angelus	Included	
24" wide concrete curb at perimeter of PCC Pavers	Included	2,130	2,130	Included	Included	
6" concrete Sub-Slab w/ #4@18"ocew under pavers	Included	4,940	4,940	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	
Fine Grading prior to your work	Included	Included	Excluded	Excluded	Excluded	
Note 3 - Planter area per Landscape drawings	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	
Note 4 - Regrade & resurface the turf area	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 5 - 60" Mow Strip at Perimeter of New Building - 2/C-703	Included	Included	Included	Included	Included	
New mowstrip is 12" thk Including over 4" CAB compacted to 95%	Included	Included	Included	Included	Included	
Note 6 - Seat Wall/CIP Benches per Architectural drawings, A-103	Included	Included	Included	28,728	Included	
L-Shaped 20', 4 each; Straight 10', 1 each	Included	Included	Included	Included	Included	
Detail 10 & 11/A-105 - 1'6"wide x 1'-6" ht CIP Concrete w/ rebar	Included	Included	Included	Included	Included	
Note 7 - Asphalt Pavement per 1/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 8 - Concrete Pavement to Asphalt Pavement Transition 2/C-702	Included	Included	Included	Included	Included	
Note 9 - New Pavement to existing Pavement Joint - 4/C-702	Included	Included	Included	Included	Included	
Note 10 - AC Pavement thickness transition - 7/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 11 - Stairs per Architectural drawings	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	
6/A-105 - Typical CIP stair nosing - extruded aluminum contrasting strip nosing - NO CIP Stairs shown	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	
Note 12 - Concrete Curb 3/C-703	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
Note 13 - Rubber Mat Curb - 9/C-702	Included	NEED	Included	Included	Included	
Note 14 - Gravity Wall - 7/C-703	Included	Included	Included	Included	Included	
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete	
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	w/ CIP Concrete	(30,000)	w/ CIP Concrete	Excluded	Excluded	
6/S-401 - 1'-0" thk wall, 1'-6" above grade	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete	
Note 16 - Not Used	----------	----------	----------	----------	----------	
Note 17 - Rubber Mat per Architectural drawings	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	
Base for all Site Concrete Paving	Included	Included	Included	Included	Included	
Reinforcing Steel for All Work	Included	12,025	12,025	12,025	12,025	
Control and Expansion Joints / Sealants	Included	Included	Included	Included	Included	
Washout Bins	Included	2,500	2,500	Included	2,500	
Mock-Ups	Included, if reqd	6,000	6,000	5,575	6,000	
SIT.1	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	
SIT.2	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	
SIT.4	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	
SIT.7	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)	
TOTALS	**147,475**	**281,534**	**159,870**	**191,035**	**149,460**	**0**
Recommendation:	**Amount**					
B&M Contractors	**147,475**					

Bid Evaluation Report

BERNARDS
BIDDERS • MANAGEMENT SERVICES

Playfield Equipment	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Miracle Playground Equipment / Central Coast Playgrounds**	**Dave Bang Associaties / Miracle Playground**	**SpectraTurf / Miracle Playground**			
Base Bid	See below	See below	See below			
Spec #: 11 6800 - Playfield Equipment and Structures (Not Provided)	Included	Included	Included			
Spec #: 02 88 00 - Playfield Equipment and Structures (RFI#11 Response)	Included	Included	Included			
Bond Rate (if required)	N/A	Not provided	Bond at 1.5%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	90 Days	30 days				
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Playfield Equipment & Structures - Miracle Playgrounds	0	37,210	37,210			
Furnish Modular Units complete FOB Jobsite	Included	Included	Included			
Unloading equipment at jobsite	Included	600	600			
Custom Playground by Miracle Recreation Equipment	Included	Included	Included			
Product spec & cut sheets in RFI#11	Included	Included	Included			
Separate price for Installation:	Included	Included	Included			
Include excavation, layout installation of footings	Included	Included	Included			
Sub provided by Miracle, Central Coast Playgrounds	Included	Included	Included			
Excavate, haul spoils, place embed, install rebar(is this reqd?), place concrete, cleanup	Included	Included	Included			
Footing X: 18" dia x 24" deep	0	8,050	8,050			
Footing Y: 12" dia x 18" deep	0	5,250	5,250			
Footing Z: 20" dia x 42" deep	0	500	500			
Uncrate, separate, install all parts, dispose of empty boxes	0	3,500	3,500			
Playfield Rubber Matting						
Furnish & install complete playground surface as MFR by PlayMax or equal	----------	45,416	42,471			
Demolition Plan C-103, at New Play Area location, remove existing AC Paving	----------	w/ Demo	w/ Demo			
Overxcavate & recompact area after demo	----------	w/ Grading	w/ Grading			

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Playfield Equipment	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Miracle Playground Equipment / Central Coast Playgrounds**	**Dave Bang Associaties / Miracle Playground**	**SpectraTurf / Miracle Playground**			
Type 2 sub-base to 95% compaction - thickeness 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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Landscape & Irrigation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy	Plowboy	Venco Western
Base Bid	29,418	30,500	24,320	46,800	39,600	36,068
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	Included
Drawings: Planting & Irrigation Specs are also Listed on Sheet L-4	Included	Included	Included	Included	Included	Included
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Landscaping & Irrigation:	Included	Included	Included	Included	Included	Included
Demolition Plan C-101, at New Building location	Included	Included	Included	Included	Included	Included
Removal Notes:	Included	Included	Included	Included	Included	Included
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	2,500	2,500	2,500	2,500	2,500	2,500
At New Building per Site Control Plan C-201 & L-1	Included	Included	Included	Included	Included	Included
Note 3 - Planter area per Landscape drawings	Included	Included	Included	Included	Included	Included
Irrigation inside the CIP Planters - L-1	Included	Included	Included	Included	Included	Included
Include tapping into existing mainline for new lines	5,000	5,000	5,000	5,000	5,000	5,000
Sawcut & remove AC paving & put back for access to mainline tap-in	3,000	3,000	3,000	3,000	3,000	3,000
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	Included
Include sleeving as required	Included	Included	Included	Included	Included	Included
New Automatic Controller Assembly - Irritrol, 10/L-3	Included	Included	Included	Included	Included	Included
Include Rain Shut-off Sensor	Included	Included	Included	Included	Included	Included
Include remote control valves & gate valves, 1 & 5/L-3	Included	Included	Included	Included	Included	Included
Include quick couplers, 2/L-3	Included	Included	Included	Included	Included	Included
Include pop-up shrub heads, 4/L-3	Included	Included	Included	Included	Included	Included
Electrical to controller	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical
Landscaping inside the CIP Planters - L-2	Included	Included	Included	Included	Included	Included
Trees - 24" box, including Staking per 3/L-3	Included	Included	Included	Included	Included	Included
Shrubs - 1 & 5 gallon	Included	Included	Included	Included	Included	Included
Vines - 15 gallon	Included	Included	Included	Included	Included	Included
Ground Cover	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640
90 Day Maintenance	Included	Included	Included	Included	Included	Included

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Landscape & Irrigation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy	Plowboy	Venco Western
(1) Year Warranty	Included	Included	Included	Included	Included	Included
Spoils Removal	200	200	200	200	200	200
Move-Ins (2)	1,500	1,500	1,500	1,500	1,500	1,500
Existing Parking Lot Rework, C-202	5,000	5,000	5,000	5,000	5,000	5,000
Removal & reinstallation of Irrigation at Demoed areas	Included	Included	Included	Included	Included	Included
Removal & reinstallation of Planting at Demoed areas	Included	Included	Included	Included	Included	Included
Existing Grass Field	35,185	35,185	35,185	35,185	35,185	35,185
Modify existing Irrigation at grass playfield for trailer/laydown area	Included	Included	Included	Included	Included	Included
Geofabric over the grass, rock surface as base during operations	Included	Included	Included	Included	Included	Included
Removal of rock & geofabric at project completion	Included	Included	Included	Included	Included	Included
Regrade, fine grade ready for new grass at laydown area	Included	Included	Included	Included	Included	Included
Rework & start-up existing Irrigation heads	Included	Included	Included	Included	Included	Included
Reinstallation of Grass Planting, hydroseed, at laydown area	Included	Included	Included	Included	Included	Included
TOTALS	**86,443**	**87,525**	**81,345**	**103,825**	**96,625**	**93,093**
Recommendation:	**Amount**					
Dufau Landscape	**81,345**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Suttles Plumbing	Toro Ent.
Base Bid	217,229	See below	200,390	See below	245,000	
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included	Included	
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec #: 33 1100 - Site Water Distribution Utilities	Included	Included	Included	Included	Included	
Spec #: 33 3000 - Site Sanitary Sewer Utilities	Included	Included	Included	Included	Included	
Spec #: 33 4000 - Storm Drainage Utilities	Included	Included	Included	Included	Included	
Bond Rate (if required)	Not listed	Not listed	Not listed	Not listed	Bond @1.44%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 days	30 days	30 days	30 days	30 days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Site Utilities	Included	Included	Included	Included	Included	
Utility Location (C Below)	2,500	2,500	2,500	2,500	2,500	
Cutting and Capping of Existing Utilities	Included	Included	Included	Included	Included	
Layout and Trenching	Included	Included	Included	Included	Included	
Sawcuting & removal of surface for New Utilities	3,584	3,584	3,584	3,584	3,584	
Traffic Control	Included	Included	Included	Included	Included	
Traffic Rated Trench Plates	Included	Included	Included	Included	Included	
Temp Asphalt Patching	2,048	2,048	2,048	2,048	2,048	
Excavation Spoils Stockpile	Included	Included	Included	Included	Included	
Pressure Test and Flush System	Included	Included	Included	Included	Included	
Sewer	Included	75,865	Included	21,452	Included	
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 20 - Install SDR-353 Sanitary Sewer line per 4/C-701	Included	Included	Included	Included	Included	
Note 21 - Connect to bldg sanitary sewer	Included	Included	Included	Included	Included	
Note 22 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 23 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	
Note 24 - Connect to onsite main line per 2/C-701	Included	Included	Included	Included	Included	
Note 25 - House connection perr APWA Std Plan 222-2	Included	Included	Included	Included	Included	
Storm Drain	Included	173,320	Included	143,618	Included	
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 1 - Install SDR-35 storm drain line per 4/C-701	Included	Included	Included	Included	Included	
Note 2 - Construct 12"x12" catch basin per 6/C-701	Included	Included	Included	Included	Included	
Note 3 - Connect to existing onsite main line per 2/C-701	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Suttles Plumbing	Toro Ent.
Note 4 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	
Note 5 - Install Atrium grate NDS 1280 & catch basin 1200 or equal	Included	Included	Included	Included	Included	
Note 6 - Connect to on-site main line per 2/C-702	Included	Included	Included	Included	Included	
Note 7 - Connect to bldg storm drain lline	Included	Included	Included	Included	Included	
Note 8 - Install SDR-21 storm drain line per 4/C-701	Included	Included	Included	Included	Included	
Note 9 - Install French Drain per 2/C-704	Included	Included	Included	Included	Included	
Other: Trench Drain concrete basin per 4/S-400A	Included	Included	Included	Included	Included	
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402	Included	Included	Included	Included	Included	
Water	Included	64,295	Included	33,353	Included	
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 30 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 31 - Install 4" Double Check Detector Backflow Preventer Assembly with Fire Department Connection per 3/C-701, Ames 3000 SS OS&Y w/ Tamper Switches connected to Fire Alarm	Included	Included	Included	Included	Included	
Note 32 - Install AWWA C900 PVC pressure Class 200 Water line per 4/C-701	Included	Included	Included	Included	Included	
Note 33 - Install concrete thrust block per 4/C-703	Included	Included	Included	Included	Included	
Note 34 - Connect to bldg Fire Water connection	Included	Included	Included	Included	Included	
Note 35 - Connect to building Domestic Water connection	Included	Included	Included	Included	Included	
Note 36 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 37 - Install Gate valve per 5/C-701	Included	Included	Included	Included	Included	
Note 38 - Fire Department Connection per 1/C-704	Included	Included	Included	Included	Included	
Note 39 - Connect to onsite main water line	Included	Included	Included	Included	Included	
Includes:	Included	Included	Included	Included	Included	
Sawcuting for New Utilities	Included	Included	Included	Included	Included	
Excavation, compact bottom, sand shading, install pipe, backfill, compaction of trench	Included	Included	Included	Included	Included	
Base Pave Trenches	Included	Included	Included	Included	Included	
Overlay trench with new AC Paving section	Included	Included	Included	Included	Included	
Lane Closure/Traffic Control	Included	Included	Included	Included	Included	
Water Line for Irrigation inside the CIP Planters - L-1 (not clearly indicated on C sheets)	2,500	2,500	2,500	2,500	2,500	
Include tapping into existing mainline for new lines	Included	Included	Included	Included	Included	
Sawcut & remove AC paving & put back for access to mainline tap-in	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**BSN Construction**	**J. Vega Engineering**	**HPS Mechanical**	**Sam Hill & Sons**	**Suttles Plumbing**	**Toro Ent.**
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	
Other:						
FDC Bollards & Footings (include if not shown)	1,000	1,000	1,000	1,000	1,000	
POC Flanged into FS min 24" aff room by this sub - 1/FP-02	Included	Included	Included	Included	Included	
Gas						
NOT SHOWN on Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Gas Lines per Plumbing Sheets	Included	Included	Included	Included	Included	
Connect to existing Gas Line onsite - Not Shown	See Allowance	See Allowance	See Allowance	See Allowance	See Allowance	
TOTALS	**228,861**	**325,112**	**212,022**	**210,055**	**256,632**	**0**
Recommendation:	**Amount**					
Sam Hill & Sons	**210,055**					

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Change Order No. 008 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/CFW)

Change Order No. 008 addresses DSA Field Engineer and DSA Inspector of Record modifications to areas of the framing and structural steel to ensure full structural code compliance. For example, Change Order Request (COR) No. 39R1, addresses the fabrication and installation of guardrail attachments at stair and balcony locations. COR No. 52R1, addresses the fabrication of 3 columns, is a response to required revisions made in the field. Similarly, COR No. 98R2, addresses modifications to the connections of the floor joists to a steel beam per DSA requirements. Change Order No. 008 provides for the Board's ratification the following eight (8) COR's:

- COR No. 39R1 - Stair and Balcony Guardrail Attachments
- COR No. 52R1 - Fabricate 3 New Columns
- COR No. 61R4 - Added Hangers and Post
- COR No. 72 - Framing Revision
- COR No. 84R2 - Add Angles and Plate Washers
- COR No. 98R2 - Modify Header and FJ Connections
- COR No. 104R1 - SW Type 3A in lieu of 4A
- COR No. 113R2 - Revise Steel Columns

FISCAL IMPACT:

Thirty-Five Thousand Eight Hundred Fifty-Eight Dollars and No Cents ($35,858.00) to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 Six-month update.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #008 for Master Agreement #17-117 with Bernards.

ADDITIONAL MATERIALS:

Attached: Change Order No. 008 (2 Pages)
COR 39R1 - Stair & Balcony Guardrail SD (11 Pages)
COR 52R1 - Fabricate 3 New Columns (30 Pages)

COR 61R4 - Added Hangers and Post (7 Pages)
COR 72 - Framing Revision (14 Pages)
COR 84R2 - Add Angles & Plate Washers (11 Pages)
COR 98R2 - Modify Header and FJ Connections (23 Pages)
COR 104R1 - SW Tyep 3A in lieu of 4A (52 Pages)
COR 113R2 - Revise Steel Columns (33 Pages)
Construction Services Agreement #17-117 - Bernards (115 Pages)

CHANGE ORDER

Date: 8/21/2019 **CHANGE ORDER NO. 008**

PROJECT: **MARSHALL NEW CLASSROOM BUILDING**
O.S.D. BID No. **N/A**
O.S.D. Agreement No. 17-117

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

ARCHITECT **CSDA Design Group**
4061 Glencoe Ave., Ste B
Marina del Rey, CA 90292

CONTRACTOR:
Bernards
555 First Street
San Fernando, CA 91340
Attn: Mr. Rick Fochtman

Architects Proj. No.: 1534.01
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116806

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM	**$ 8,994,236.00**
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (1-7)	**$ 310,820.00**
ADJUSTED CONTRACT SUM	**$ 9,305,056.00**
NET CHANGE -	**$ 35,858.00**
Total Change Orders to Date: 008	**$ 346,678.00**
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 008	**$ 9,340,914.00**

Commencement Date: August 28, 2017
Original Completion Date: October 31, 2018
Original Contract Time: 429 Calendar Days
Time Extension for all Previous Change Orders: Zero Calendar Days
Time Extension for this Change Order: Zero Days
Adjusted Completion Date: October 31, 2018

Percentage (3.85%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 39R1- Stair and Balcony Guardrail SD			$3,841.00	
2.	COR No. 52R1- Fabricate 3 New Columns			$15,434.00	
3.	COR No. 61R4- Added Hangers and Post			$ 896.00	
4.	COR No. 72- Framing Revision			$ 1,699.00	
5.	COR No. 84R2- Add Angles and Plate Washers			$ 2,655.00	
6.	COR No. 98R2- Modify Header and FJ Connections			$ 3,797.00	
7.	COR No. 104R1- SW Type 3A in lieu of 4A			$ 2,164.00	
8.	COR No. 113R2- Revise Steel Columns			$ 5,372.00	
	Totals		$	$35,858.00	

Total Change Order No. 008 …….. $ 35,858.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____ **DATE:** _____

CONTRACTOR: _____ **DATE:** _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____ **DATE:** _____

_____ **DATE:** _____

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:** _____

ASSIST. SUPT./PURCHASING DIRECTOR: _____ **DATE:** _____

DSA APPROVAL **DATE:** _____

BERNARDS

CHANGE ORDER REQUEST

COR No. 39 R1

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 7/1/2019

DESCRIPTION OF WORK

Per design change on submittals change Stair and balcony guardrail and balcony guardrail top rail and post

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Stair and balcony guardrail per shop drawing	C. A. Buchen Corp	3,540
	Subtotal:	3,540
Contractual Costs		
Sub Default Insurance		42
CCIP		45
Bond		31
Fee		183
	Subtotal:	301
	Total Change Order Request Amount	**3,841**

APPROVAL

(Please note that if this Change Order Request is not approved by 7/12/2019, additional costs and schedule impacts may result.)

Oxnard School District

Signature

JOSE ARCHE - CSDA

Printed Name & Title

07/09/2019

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

c.a. buchen corp.
9231 Glenoaks Blvd., Sun Valley, CA 91352***Tel. (818) 767-5408***Fax (818) 767-8654

STANDARD PROPOSAL/CONTRACT FORM
CONTRACTORS LIC #209850
DIR #1000004833

Date: March 22, 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:

**********SIX THOUSAND THREE HUNDRED TWENTY EIGHT & 00/100 DOLLARS**********($6,328.00)**
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 #03 Job #A190
Architect:		Sheet Numbers:	

SCOPE OF WORK:

- SEE ATTACHMENT -

Scope of Work Continued on Page 3

*The Subcontract Price is based on the current prices and surcharges for the steel types and shapes necessary for the Project as posted and made publicly available. Notwithstanding anything herein to the contrary, any increases or decreases in the price of the steel ordered by the Subcontractor for the Project, or any additional surcharges imposed on the steel ordered by the Subcontractor of the Project shall result in a corresponding dollar-for-dollar increase (or decrease) in the Subcontract Price.

Field Conditions:

1. Contractor to provide free and clear access (graded if necessary) to interior and exterior of building for trucks and erection equipment.
2. All anchor bolts to be chased and cleaned by others and left with leveling nuts set to correct elevations after having been properly set and straightened.
3. Two-line safety cable at building perimeter (if included above in scope of work) to be maintained and removed by others. All safety cable materials to be coiled and stored on ground by others for CABCO pick up.
4. Any protection required at floor or roof penetrations shall be provided by others so as not to delay the continuous erection of structural steel.

EXCLUSION: This proposal does not include the following items, unless specifically noted above

Bolts entering wood
Building permits
Carpentry and Glu-Lam hardware
Concrete reinforcing steel
Costs of bond and special insurance
Costs of inspection, testing and preparation
Cutting or drilling of our work to accommodate other trades
Demolition, cutting or drilling concrete
Field painting and field measuring
Removal & replacement of fire proofing
Field welding of concrete steel reinforcing steel to structural
First and fire plumbing of columns supporting wood
Furring channels or angle
Glass-stops
Gratings, covers and frames
Grouting or dry-packing
Joist hangers not welded to steel
Manlift and costs for use thereof
Metal 18 gauge and lighter
Metal studs and metal sash
Non-ferrous metals and stainless steel
Participating in penalties or liquidated damages applied to Buyer
Pipe sleeves and back-up plates for other trades
Removal of bracing rods and cables
Roof hatches or access doors
Sandblasting or flame-cleaning of steel before painting
Temporary safety railings and cables
Wire mesh or chainlink work
Wood nailers
Work that is not specifically detailed on Architectural or Structural drawing

Estimator: JF

THIS PROPOSAL INCUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND IS SUBJECT TO YOUR WRITTEN ACCEPTANCE WITHIN THIRTY (30) DAYS FROM DATE. WHEN ACCEPTED BY YOU WITHIN SUCH TIME, THIS PROPOSAL WILL CONSTITUTE A CONTRACT OF SALE BETWEEN YOU AND OURSELVES AS PURCHASER.

Accepted:

Buyer: _____
By: _____
_____
Printed Name & Title
Date: _____

Seller: C.A. Buchen Corp.
By: _____
John A. Oster - President
Date: _____

SALES CONDITIONS

Article 1: STEEL PRICES The quoted price on the attached proposal is based on current steel warehouse prices in effect at the date of our proposal. These published warehouse prices are subject to change without notice, and are subject to surcharges of various types.

Article 2: DRAWING & SPECIFICATIONS The material shall be fabricated and, if called for in the scope of work in this contract, erected in accordance with(a) the steel design drawings and specifications listed in this contract (see Specifications) and (b) shop detail drawings prepared by Seller. If such design drawings and specifications are preliminary or incomplete, Buyer shall promptly furnish design drawings and specifications which are complete, final and fully approved by the state, county or city building department having jurisdiction thereof. Any difference between the complete, final and approved drawings and specifications and those listed on the specifications in this contract shall be deemed a change in the work ordered under Article 4 hereof. Details and workmanship of fabrication and erection shall conform to the Specification published in the Manual of the American Institute of Steel Construction, and to the latest code of Standard Practice of the American Institute of Steel Construction. Buyer shall cause shop drawings to be returned to seller within fourteen (14) calender days after submittal marked "approved" or "approved as corrected".

Article 3: INSPECTION OR TESTS Upon Buyer's written request, Seller shall furnish copies of the steel mill test reports, provided Buyer's written request therefore is received prior to the date on which Seller has placed its mill order for the required steel or withdrawn steel from its stock. Seller will also arrange for further tests and inspection, in the shop or field or in a laboratory, of any of the material called for hereunder. Unless the furnishing of such tests and inspections are specifically called for in the scope of work in this contract, they shall be furnished at Buyer's expense and only after receipt of Buyer's written order 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 on inspector. Inspection of materials and workmanship at the erection site shall be performed in such manner as will not interfere with Seller's performance. Seller shall correct or replace any materials or workmanship condemned by Buyer's inspectors during the progress of the work which do not meet the contract requirements. Defective materials which are replaced shall be removed from the erection site.

Article 4: GUARANTEE At Buyer's written request and at any time within one year from the date of completion of the work covered by this contract, Seller shall replace or correct any fabricated material which contains defects not discoverable by visual inspection during fabrication or erection and any workmanship which is defective or not in conformance with the contract requirements. Seller's liability for any losses and damages sustained by Buyer or by others as a result of any defective materials or workmanship furnished by Seller under this contract shall be limited to the replacement or correction of such defective material and workmanship within the time above stated and Seller shall not be liable for any other direct or consequential loss, damage or liability resulting from defective material and workmanship.

Article 5:CHANGES IN THE WORK Seller shall make changes in the work which Buyer may order in writing provided that such changes do not constitute material alterations. If the parties are unable to agree upon the amount of the increase in price to be charged for additional work or the credit to be allowed for reductions in the work, Seller shall, nevertheless, proceed to make such changes in accordance with Buyer's order, provided that Buyer furnish all necessary information and all work to be done by others has been properly performed; and upon completion of execution of such change order Buyer shall pay to Seller its costs of performing the additional work, computed according to Seller's established accounting practices, as certified by its accountant plus ten per cent thereof for profit, or Buyer shall be credited with the amount of any savings, similarly computed and certified, resulting from any reduction in the work.

Article 6: LIABILITY The Seller will indemnify the Buyer against loss or expense by reason of liability imposed upon the Buyer by law for damages resulting from death 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 an 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 an complete its work and Buyer shall reimburse Seller for any and all costs and expenses which he may incur as a direct result of any such delay.
(b) Any specified delivery or completion dates shall be correspondingly extended if and to the extent Seller is delayed in the performance of the work by floods, fires, earthquakes, epidemics, acts of God, labor disputes or slowdowns, riots, insurrections of war, governmental regulations, delays in receipt, or shortages of material, or by any cause beyond Seller's reasonable control.
(c) If for any reason Buyer is unable to accept scheduled delivery of fabricated materials or to permit delivery of materials at the erection site designated herein, then Buyer shall pay Seller, upon demand, the contract price for such material, less the value (computed according to Seller's established accounting practices) of any work hereunder remaining to be performed, and also reimburse Seller for all costs and expenses incurred in storing, caring for, handling and disposing of such material.
(d) Unless otherwise expressly provided herein, all work shall be performed during regular working hours of regular working days. If Buyer should require overtime, the added cost thereof shall be reimbursed to Seller, in addition to the contract price.
(e) Unless specifically expressed herein, steel is to be shop-painted with the Seller's standard primer, and the Seller will not be responsible for the condition of the paint after this work has been delivered to the custody of others.

Article 11: ERECTION CONDITIONS If erection is called for in the specifications listed in this contract, Buyer shall without cost to Seller:
(a) Provide adequate foundations of proper height, any required wood blocking and/or wood backing for handrails, place wood-posts, shores and wall-plates to correct elevations and dimensions, set all anchor bolts, leveling plates and loose column base plates, and establish all levels and datum lines. Buyer to promptly report in writing to the Seller any deviations in the work of others which could cause a misfit in the Seller's work.
(b) Schedule operations so that erection work of Seller may be carried out in proper sequence and with a single erection trip and in one continuous operation, unless more than one trip would necessarily be required;
(c) Provide and maintain necessary ingress and egress, and a firm and properly graded site that is free of all obstructions over the entire building area, safe for Seller's employees, and suitable for the safe operation of loaded trucks and crawler and truck cranes without use of planks or supporting pads, excepting only in those cases where normal erection practice necessitates truck and crane operation over existing concrete, paving or flooring;
(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 an 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 materials.
(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 Federa Reserve Bank of San Francisco o advances to member banks under Sections 13 and 13 (a) of the Federal Reserve Act as in effect on said dated of acceptance or as may be thereafter from time-to-time amended (or, if there is no such single determinable rate of advances, the closest counterpart of such rate as shall be designated by the Superintendent of Banks of the State of California unless some other person or agency is delegated such authority by the Legislature.

Article 13: ATTORNEYS FEES If any Party brings an action or proceeding to enforce the terms hereof or declare rights herunder, the Prevailing Party in any such proceeding, action or appeal theron, shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. Seller shall be entitled to attorney's fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

Article 14: ARBITRATION Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to arbitration. Claims shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.
Limitations on Consolidation of Joinder. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.
Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SHOULD YOU DESIRE TO ENTER INTO A CONTRACT ON THE TERMS AND CONDITIONS SET FORTH ASOVE, 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 OFTHIS 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 AFTE SELLER HAS RECEIVED BUYER'S ACCEPTANCE OF THIS PROPOSAL.

Initials: _____ _____

c.a. buchen corp.
9231 Glenoaks Blvd., Sun Valley, CA 91352***Tel. (818) 767-5408***Fax (818) 767-8654

STANDARD PROPOSAL/CONTRACT FORM
CONTRACTORS LIC #209850
DIR #1000004833

March 22, 2018

Page 3 of 3

Bernards Builders Management Services
Marshall Elementary School
SE-A190, C.O. #3

- Per design team request and submittal 074-0512000 approver's comments, change valve engineered stair guardrail and balcony guardrail top rail & post.
- Top rail to be HSS 1" X 2½" in lieu of 1" X 2"
- Post to be HSS 2½ X 2½ X ¼ in lieu of 2 X 2 X 3/16
- Includes added shop & filed welding, detailing and added zinc primer cost.

Revised material cost	-	$2,346.00
Contract material cost	-	$1,268.00
	Added cost	$1,078.00
Detailing 12 hrs. @ $80.00	-	$960.00
Project coordination 3 hrs. @ $80.00	-	$240.00
Shop labor 10 hrs. @ $86.40	-	$864.00
Field labor 10 hrs. @ $86.40	-	$864.00
Field truck 5 hrs. @ $25.00	-	$125.00
Inner shield 5 hrs. @ $25.00	-	$125.00
Zinc 1	-	$1,045.00
	Sub Total	$5,301.00
Material tax 9.5%	-	$202.00
OP 15%	-	$825.00
		$6,328.00

1078
2,000 − 30 78
15%
161.70
3539.70
1

cabco c.a. buchen corp.

9231 glenoaks blvd. sun valley, california 91352-2688 (818) 767-5408 • fax (818) 767-8654

To: Bernards Builders

Attn: Rebecca Miller

Regarding project:
Marshal E.S

Job#: SE-A190
Date: 3/22/2018

Request for change order # 3

1		*Project coordination*	3	hr @	$ 80.00			$240
2		*Field measure*		hr @	$ 80.00			$0
3		*Detailing*	12	hr @	$ 80.00			$960
4		*Shop labor*	10	hr @	$ 86.40			$864
5		*Ironworker*	10	hr @	$ 86.40			$864
7	*Materials:*	# W.F			$ 0.60	/lb		$0
8		# PL/HSS				/lb		$1,078
9		Channel			$ 0.75			$0
10		M. Channel			$ 1.00			$0
11		*Galvanizing*		Lb	$ 1.00	/lb		$0
		Zinc Primer	1045	Lb	$ 1.00	/lb		$1,045
12	*Buy outs:*	Cane Bolts			$ -			$0
13		Casters			$ -			$0
14		Hinges			$ -			$0
15		Deck			$ -			$0
16		Mesh Panels			$ -			$0
17		*Delivery&Pickup*		round trip	$ 320.00			$0
		Semi Delivery		round trip	$1,100.00			$0
18		*Crane*		hr @	$ -	varies		$0
19		*Crane in/out*			$ -	vary per crane size		$0
20		*Man lift*		day @	$ -	varies		$0
21		*8K - Fork lift*		day @	$ 300.00	plus delivery		$0
22	*Field equip:*	*Stick weld*		hr @	$ 20.00	(250cc)		$0
23		*Innershield*	5	hr @	$ 25.00	(300- 400cc)		$125
24		*F.P. inshield*		hr @	$ 25.00	(650cc)		$0
25		*Snap off gun*		hr @	$ 80.00			$0
26		*Working field truck w/tools*	5	hr @	$ 25.00	Field equip & Rigging		$125
27		*Air compressor*		day @	$ 100.00			$0
28		*Burning outfit*		day @	$ 105.00			$0
29		*Special equipment*		hr @	$ 9.00	Air-arc		$0
30		*Special equipment*		day @	$ 70.00	Fire blanket shield		$0
							Subtotal	$5,301
		Tax on materials & galvanizing (9.5%)						$202
		Profit & Overhead			15%			$825
							Total this change order	**$6,328**

DSA

140 624

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. ☒A / ☐B, #:005	Date Submitted:10/19/17	Attached Pages?: ☐No ☒Yes (5 pages)
For CCD Cat. B, this is a ☐ voluntary submittal, ☐ 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
☐ 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: 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 this project.

Brief description of construction change (attach additional sheets if needed):
Detail 9 on S-700B does not work as shown. Attached is the new detail 9/S-700B, verified by Structural Engineer, which allows bent plate to extend and create final stair step.

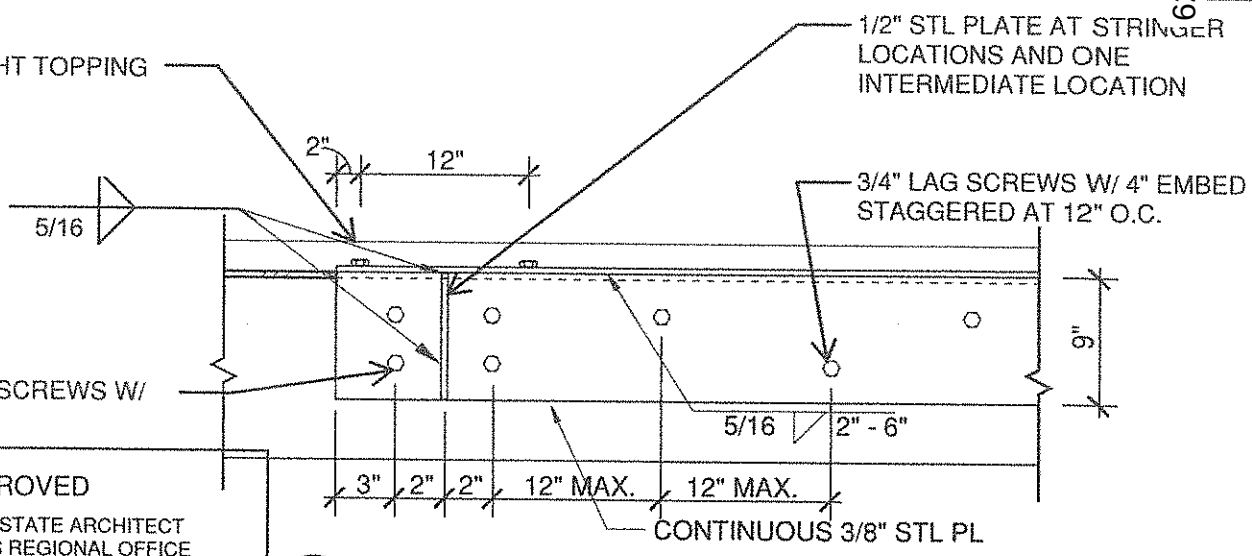
List of DSA approved drawings affected by this CCD: 9/S-700B, 11/S-700B, 12/S-700B

DSA
DIVISION OF THE STATE ARCHITECT
DEPARTMENT OF GENERAL SERVICES

SSS BY Date 10/26/17 Approved ☑ Not Approved ☐ Not Required ☐

ACS ____ Date ____ Approved ☐ Not Approved ☐ Not Required ☑

FLS ____ Date ____ Approved ☐ Not Approved ☐ Not Required ☑



DSA

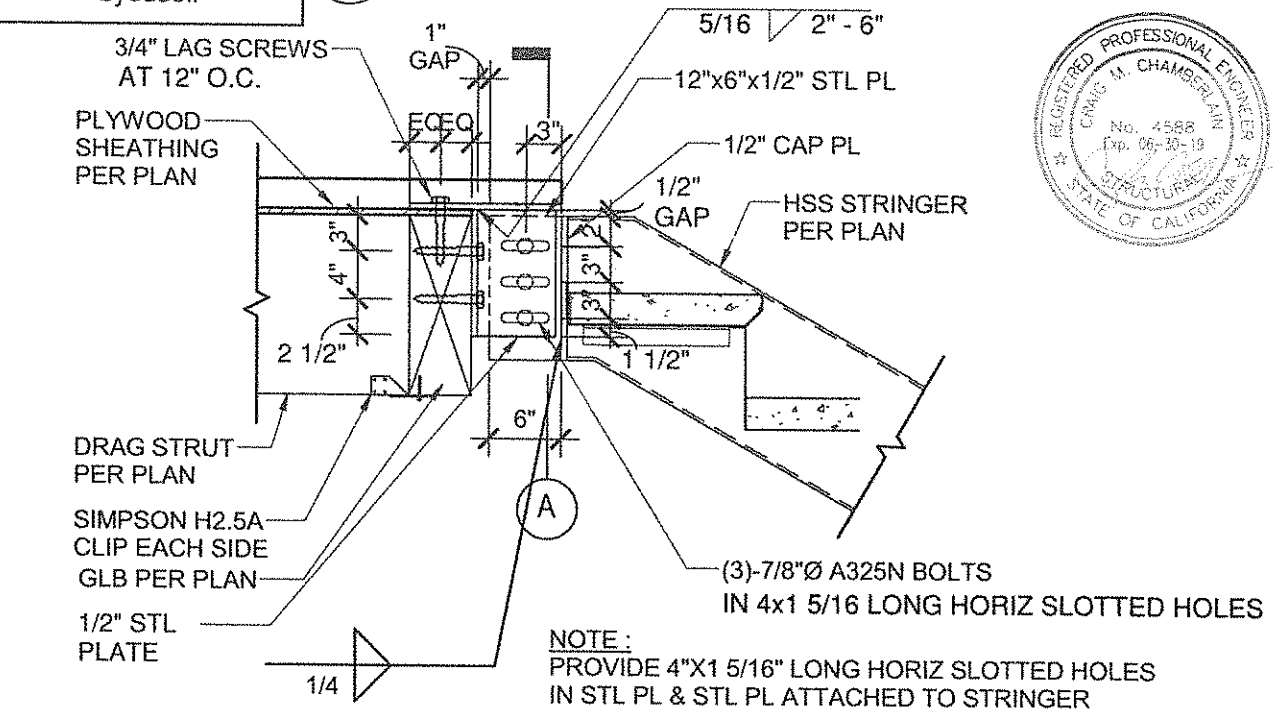
APPROVED

DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

DATE 10/26/2017

byousefi

A



NOTE :
PROVIDE 4"X1 5/16" LONG HORIZ SLOTTED HOLES IN STL PL & STL PL ATTACHED TO STRINGER

REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4586
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA

9 STRINGER TO BM CONN

3/4" = 1'-0"

NEW DETAIL

Description of change:
New detail, which allows bent plate to extend and create final stair step, intended to replace existing detail 9/S-700B.

referenced drawings/details: 9/S-700B, 11/S-700B, 12/S-700B

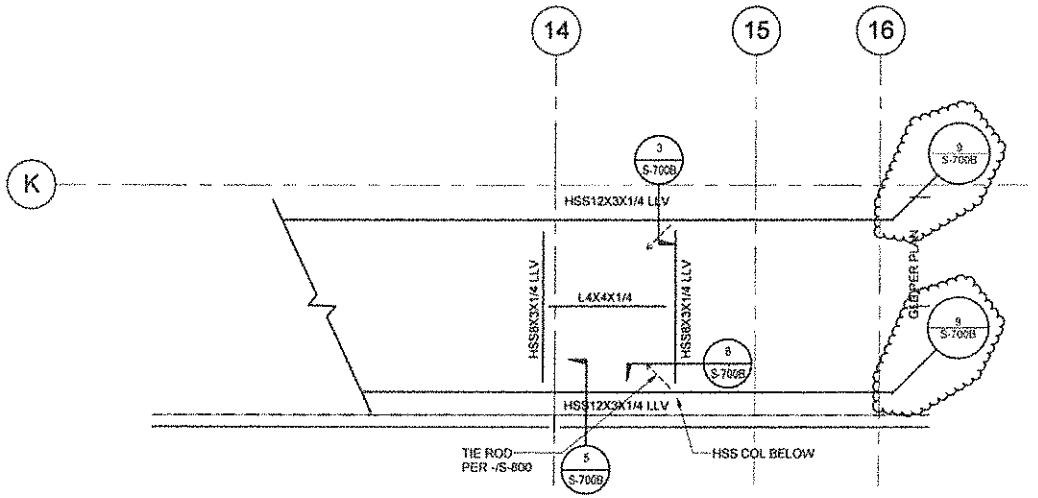
NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

CSDA PROJECT #:	SHEET:	1 OF 5
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE:	9/S-700B
	SCALE:	NTS
	DATE:	10/17/2017

CSDA DESIGN GROUP

DSA A# 03-116806	Title of sheet NEW DETAIL	CCD #005	SSK-033-01

626



11 STAIR #2 - 2ND FLOOR FRAMING PLAN

1/4" = 1'-0"

DSA

APPROVED

DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

DATE 10/26/2017

byousefi

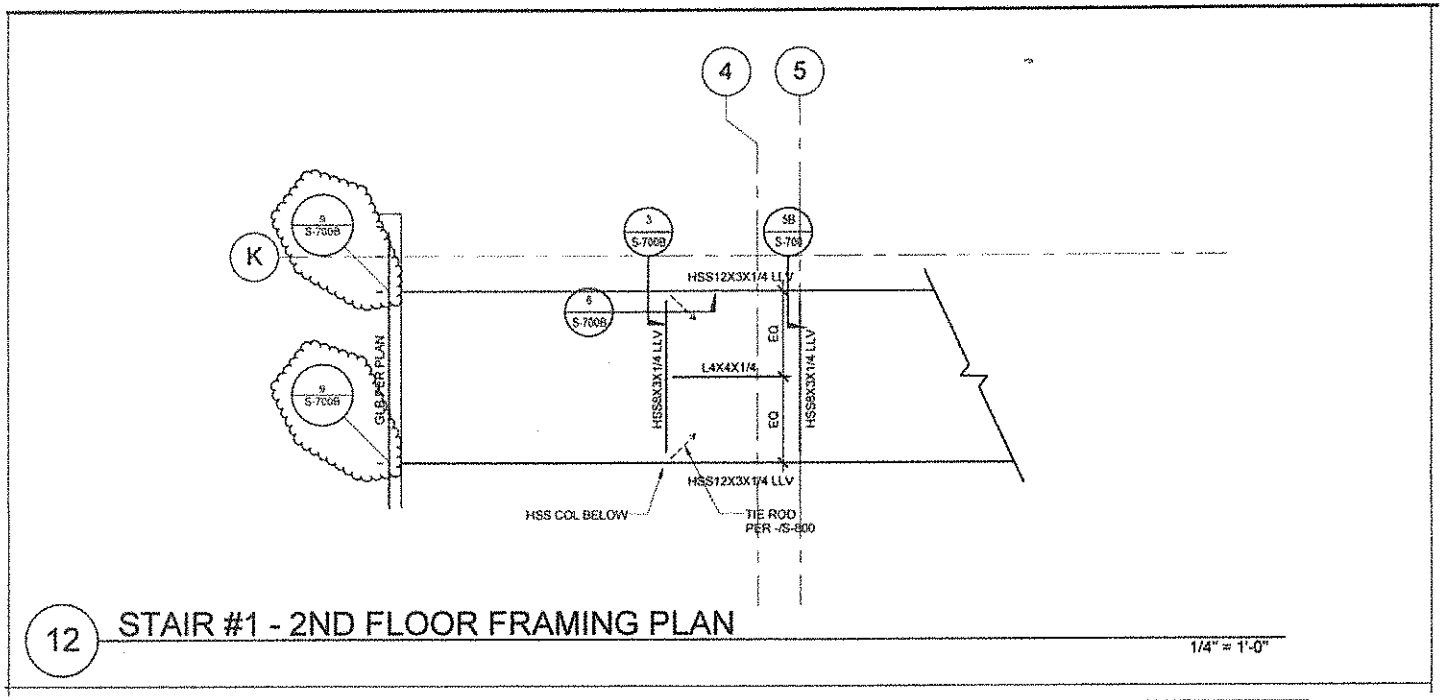
REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06/30/19
STRUCTURAL
STATE OF CALIFORNIA

Description of change:
New detail, which allows bent plate to extend and create final stair step, intended to replace existing detail 9/S-700B.

referenced drawings/details: 11/S-700B

CSDA PROJECT #: 1534.01	SHEET: 2 OF 5	NISHKIAN CHAMBERLAIN	CSDA DESIGN GROUP
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: 11/S-700B SCALE: NTS DATE: 10/17/2017	CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919 NC PROJECT #: 40340	
DSA A# 03-116806	Title of sheet NEW DETAIL	CCD # 005	SSK - 005-02

627



12 STAIR #1 - 2ND FLOOR FRAMING PLAN

1/4" = 1'-0"

DSA

APPROVED

DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

DATE 10/26/2017

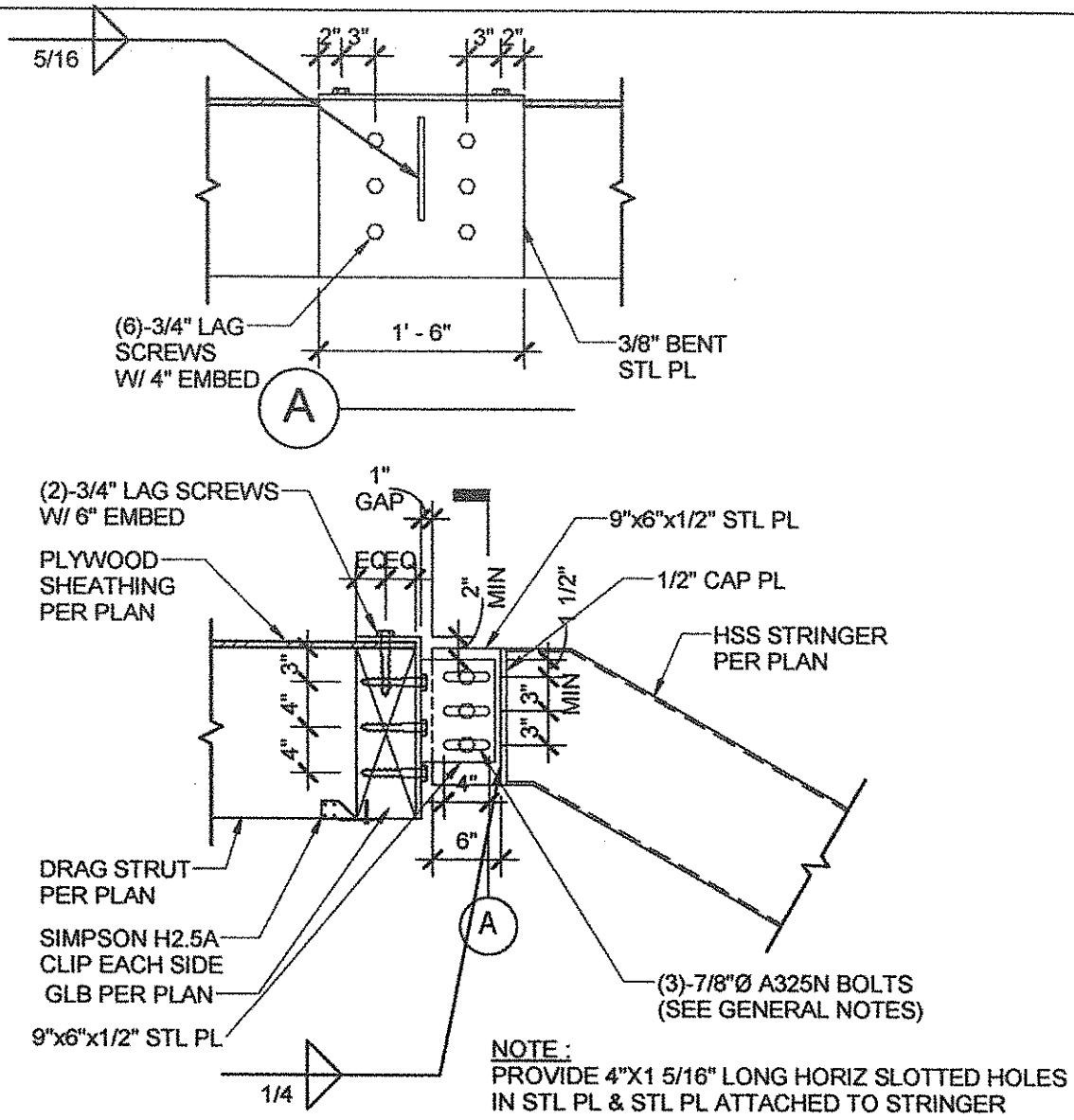
byousefi

REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA

Description of change:
New detail, which allows bent plate to extend and create final stair step, intended to replace existing detail 9/S-700B.

referenced drawings/details: 12/S-700B

CSDA PROJECT #: 1534.01	SHEET: 3 OF 5	NISHKIAN CHAMBERLAIN	CSDA DESIGN GROUP
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: 12/S-700B SCALE: NTS DATE: 10/17/2017	CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919 NC PROJECT #: 40340	
DSA A# 03-116806	Title of sheet NEW DETAIL	CCD # 005	SSK - 005-03

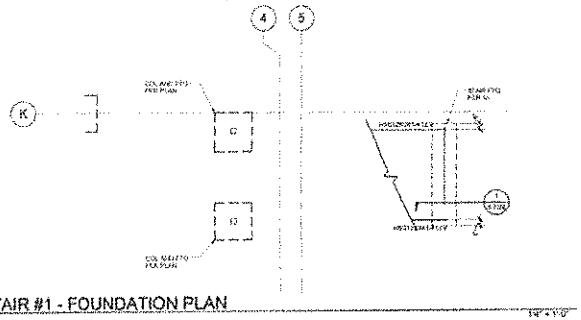


9 STRINGER TO BM CONN

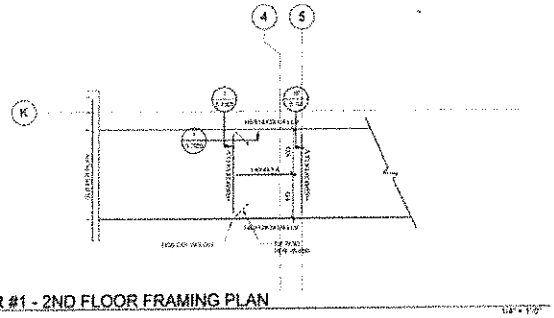
3/4" = 1'-0"

DETAIL 9 / S-700B
(FROM DSA APPROVED PLANS)
FOR REFERENCE ONLY

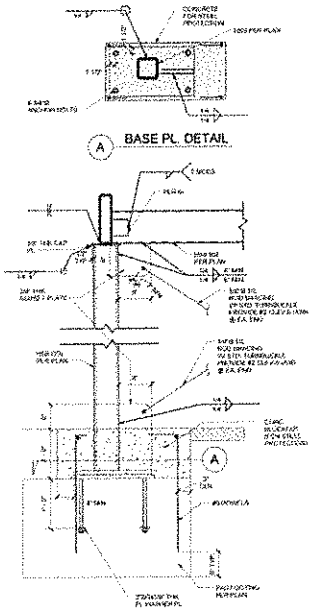
AS APPROVED DETAIL



20 STAIR #1 - FOUNDATION PLAN

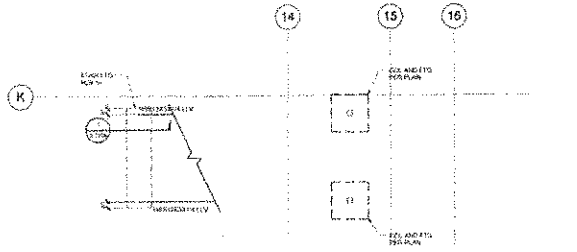


12 STAIR #1 - 2ND FLOOR FRAMING PLAN

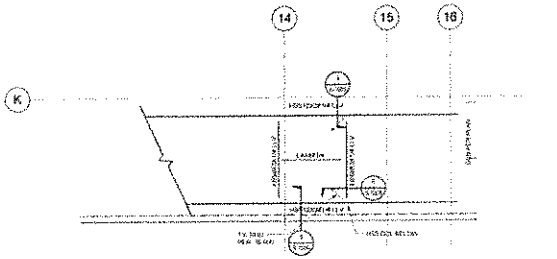


A BASE PL. DETAIL

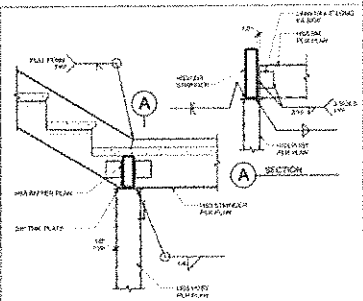
3 TIE ROD BRACE DETAIL



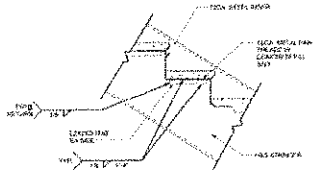
19 STAIR #2 - FOUNDATION PLAN



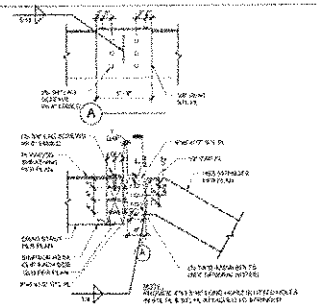
11 STAIR #2 - 2ND FLOOR FRAMING PLAN



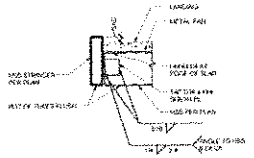
6 DETAIL AT LANDING



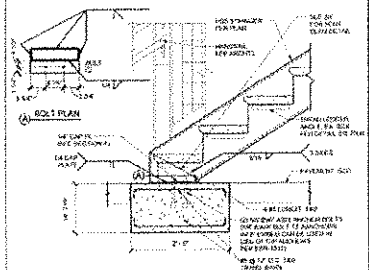
2 TYP. TREAD SUPPORT DETAIL



9 STRINGER TO BM CONN



5 DETAIL AT LANDING



A BOLT PLAN

1 STRINGER BASE DETAIL

FOR REFERENCE ONLY

CSDA DESIGN GROUP

4053 Glencoe Ave., Suite B
Marina del Rey, CA 90292
310.574.7700
www.csdadesigngroup.com

STAMP

NISHKIAN CHAMBERLAIN

CONSULTANTS AND STRUCTURAL
1900 Main Street, Suite 250
Irvine, CA 92614
Tel: (949) 863-1770

AUTHORITY HAVING JURISDICTION

DSA APPROVAL
55-116886
Exp. 6/1/2018

OXNARD SCHOOL DISTRICT

1051 S. A Street
Oxnard, CA 93030
805.487.5555

PROJECT NAME

MARSHALL NEW CLASSROOM BUILDING

Street Address Here

KEY PLAN

NO	ISSUE/REVISION	DATE
1	DESIGN DEV.	10/28/15
2	100% CD	01/04/16
3	DSA SUBMITTAL	01/28/16
4	DSA SUBMITTAL	11/30/16
5	DSA RESUBMITTAL	01/06/17

DRAWING SCALE

PROJECT NO. 4016.00

SHEET TITLE

STAIR PLANS & DETAILS

SHEET NO.

S-700B

BERNARDS

CHANGE ORDER REQUEST

COR No. 52 R1

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 7/2/2019

DESCRIPTION OF WORK

RFI 203 & 222 Fabricate 3 new columns

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Per RFI 203 & 222 Fabricate 3 new columns. Due to conflict in plans, the design team's intent was to have column 126C2, located at GL 14 and "C", run full height, rather than split the columns at the first(126C2) / second(121C2) floor. Reference submittal 049 structural steel shop drawings and placement sheets,attached	C. A. Buchen Corp	14,224
	Subtotal:	14,224
Contractual Costs		
Sub Default Insurance		171
CCIP		180
Bond		124
Fee		735
	Subtotal:	1,210
	Total Change Order Request Amount	**15,434**

APPROVAL

(Please note that if this Change Order Request is not approved by 7/12/2019, additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

C.A. Buchen Corp.

Change Order Backup

To: Bernards Builders

Attn: Rebecca Miller

Regarding project:
Marshal E.S

Job#: SE-A190
Date: 8/20/2018

Request for change order # 12

Per RFI 203, 222 and submittal 136-051200-0: Fabricate (3) new above coulmns 121C2, 120C2 and 120C4 and full pen fi splice to existing 1st floor columns 126C2, 126C1 and 120C1. ~~Cut down 1st floor columns 6" in field~~.
Columns were approved in (2) pieces. Weld (6) new angle brackets and studs on (3) sides. Also includes (3) plate shim for relocated plate straps.

1		***Project Engineering***	5	hr @	$ 80.00		$400	
2		***Field measure***		hr @	$ 80.00		$0	
3		***Detailing***	~~10 20~~	hr @	$ 80.00		~~$1,600~~ $800	
4		***Shop labor***	24	hr @	$ 86.40		$2,074	
5		***Ironworker***	~~41 51~~	hr @	$ 86.40		~~$4,406~~ 3542.40	
		Premium Time			$ 27.56		$0	
7		***#WF***			$ -		$0	
8		/HSS	901.06	Lb		/lb	$901	
9		Angle & Plate	59	Lb			$44	
10		Studs	216		$ -		$216	
11		***Galvanizing***		Lb	$ 1.00	/lb	$0	
		Primer	30	Lb		/lb	$30	
12	***Buy outs:***	Cane Bolts			$ -		$0	
13		Casters			$ -		$0	
14		Hinges			$ -		$0	
15		Deck			$ -		$0	
16		Mesh Panels			$ -		$0	
17		***Delivery&Pickup***	1	hr. @	$ 320.00		$320	
		Semi Delivery		round trip	$1,100.00		$0	
18		***10 Ton Crane***		hr @	$ -	varies	$0	
19		***Crane***	6.5		$ 327.00	vary per crane size	$2,126	
20		***Man lift***	992		$ -	varies	$992	
21		***Stud machine***		day @			$0	
22	***Field equip:***	*Stick weld*		hr @	$ 20.00	(250cc)	$0	
23		*Innershield*	14	hr @	$ 25.00	(300- 400cc)	$350	
24		*F.P. inshield*		hr @	$ 25.00	(650cc)	$0	
25		*Grinder*		hr @	$ 2.00		$0	
26		*Working field truck w/tools*	19	hr @	$ 25.00		$475	
27		*Mag Drill*		hr @	$ 5.00		$0	
28		*Burning outfit*		hr @	$ 13.00		$0	
29		*Special equipment*		hr @	$ 9.00	Air-arc	$0	
30		*Special equipment*		day @	$ 70.00	Fire blanket shield	$0	
						Subtotal	~~$13,934~~	12,270.40
		Tax on materials & galvanizing (9.5%)					$113	
		Profit & Overhead			15%		~~$2,107~~ $1,840.56	
						Total this change order	~~$16,154~~	
							$14,223.96	

11
S-600

HSS COL
PER PLAN

1/4

1/2" BASE PLATE
W/ (4)-1/2"Ø
LAG SCREWS

1 1/2" 1 1/2"

1 1/2" 2 1/2" 1 1/2"

Pending

both sides

3/4" = 1'-0"

1/4" CAP PL

EXTENT OF STRAP
PER PLAN

1/8

3 SIDES
STRAP TO
CAP PL

ROOF

HSS COL
PER PLAN

1/4" THK X 3" WIDE PL
W/ 1/4"Ø SDS SCREW
AT 4" OC

VARIES

3/16

STRAP TO HSS

8'-0"
MIN

ST22

ROOF JOISTS
PER PLAN

SOLID BLKG
FOR EXTENT
OF STRAP

ROOF

3 1/2" LVL RIM BOARD
W/ LTP4 AT 8" OC FOR
ENTENT OF STRAP

TYPICAL
RIM BOARD

☑ Issued ☐ Pending
CCD #: 25
Description:
Modify detail only for column at GL 14 & C

13 DETAIL

3/4" = 1'-0"

BUILT UP CURB
AS REQ'D
PER ARCHITECT
(3X OR 2X
W/ 16d AT 12" OC)

8" MAX

6

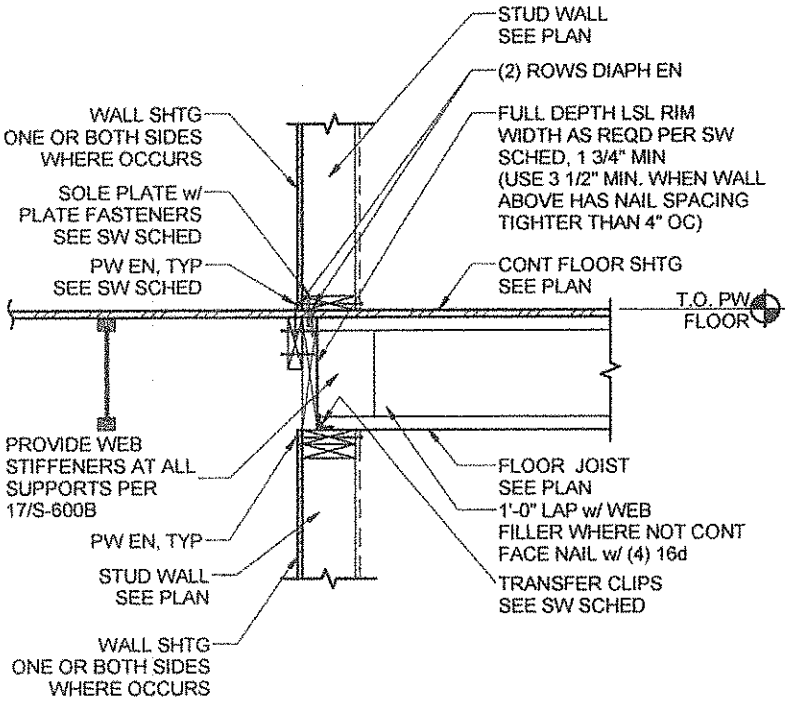
BEAM
PER PLAN

10
S-600D

SIMPSON H2.5A
CLIP AT 32" OC
MIN 3 PER SIDE

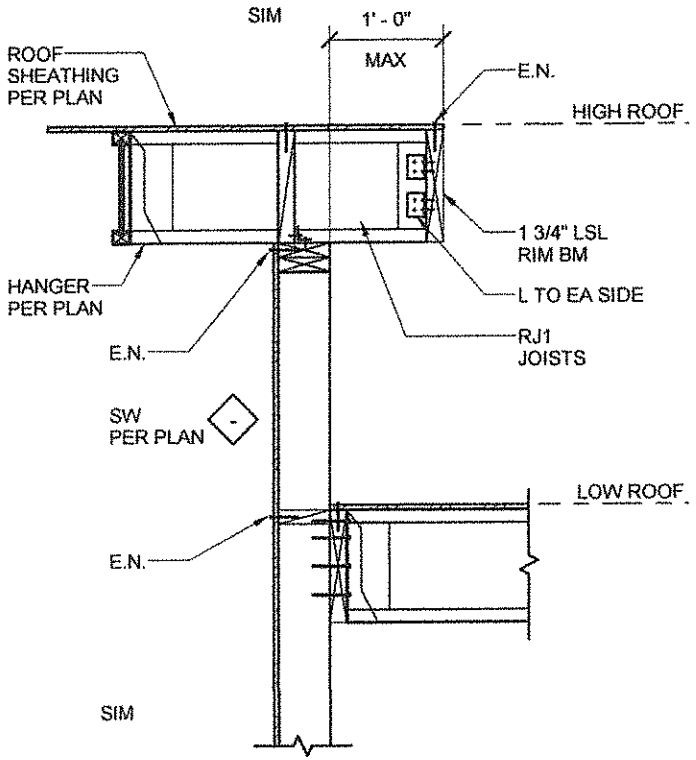
NOTE :
SEE 7/S-600 FOR SW SCHEI

9 PARAPET AT CANC



12 TYP INTERIOR WALL SECTION (BOTH DIRECTIONS)

3/4" = 1'-0"



8 SECTION

3/4"

c.a. buchen corp.

9231 glenoaks blvd. sun valley, california 91352-2688 (818) 767-5408 • fax (818) 767-8654

Job Name MARSHALL E.S. Date of Work 6-18-18

Location 2900 THURGOOD ~~MARSH~~ MARSHALL DR. OXNARD Cabco Job No. A190

Contractor BERNARDS Contractor Job #

EMPLOYEE NAME	FOREMAN	JOURNEY-MAN	APPREN-TICE	HOURS WORKED ST	OT	2T
F-Sam (T)	✓			3		
Ezequiel			✓	3		
CARLOS			✓	3		
DELIVERY						
WORKING FIELD TRUCK				3		
40 TON CRANE				.5		
			TOTAL HOURS			

DESCRIPTION OF WORK/EQUIPMENT:

RFI 222

RFI 203: CUT DOWN 3-COLUMNS 6 1/4" (126C1, 102C1, 126C2)

PREPARE FOR F.P. WELD, SPLICE NEW COLUMNS 120C2, 120C4, 121C2 ONTO EXISTING COLUMNS TO MAKE FULL HEIGHT COLUMNS

"40 TON CRANE"

CONTRACTOR'S SUPERVISOR:

PRINTED NAME

SIGNATURE

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By:
Signature:
Print Name:
Date: 06-18-18

(cabco) c.a. buchen corp.

9231 glenoaks blvd. sun valley, california 91352-2688 (818) 767-5408 • fax (818) 767-8654

Job Name MARSHALL E.S. Date of Work 6-19-18

Location 2900 THOROUGHBRED MARSHALL DR OXNARD Cabco Job No. A190

Contractor BERNARDS Contractor Job #

EMPLOYEE NAME	FOREMAN	JOURNEY-MAN	APPREN-TICE	HOURS WORKED ST	OT	2T
ESEQUIEL			✓	8		
JUAN		✓		8		
WORKING F/PICK UP TRUCK						
40 TON CRANE				6		
WELDING EQUIP.				6		
			TOTAL HOURS			

DESCRIPTION OF WORK/EQUIPMENT: PER RFI 203, 222

CONTINUE INSTALLATION OF 3-GRID LINE "C" COLUMN SPLICES 127C1, 127C2 + 127C5. INCLUDES BRACING TALL COLUMNS AND WELDING

CONTRACTOR'S SUPERVISOR:

PRINTED NAME

SIGNATURE

cabco c.a. buchen corp.

9231 glenoaks blvd. sun valley, california 91352-2688 (818) 767-5408 • fax (818) 767-8654

Job Name MARSHALL E.S. Date of Work 6-20-18

Location 2900 THURGOOD MARSHALL DR OXNARD Cabco Job No. A190

Contractor BERNARDS Contractor Job #

EMPLOYEE NAME	FOREMAN	JOURNEY-MAN	APPREN-TICE	HOURS WORKED ST	OT	2T
SAM - F	✓			8		
CARLOS			✓	8		
ESEQUIEL				5		
JUAN				5		
WORKING FIELD TRUCK						
WELDING EQUIP				8		
60'0 BOOM LIFT				8		
			TOTAL HOURS			

DESCRIPTION OF WORK/EQUIPMENT: PER RFI 203, 222

CONTINUE WELDING PLUMBING AND BRACING 3 - SPLICE COLUMNS 120C2, 120C4 AND 121C2.

CONTRACTOR'S SUPERVISOR:

PRINTED NAME

SIGNATURE

Alliance Rental Solutions Inc.

23639 Via Primero
Valencia, CA 91355
alliancerentalsolutions.com

818-367-6063 Phone
818-367-0713 Fax

Status: Closed
Invoice #: 58649
Invoice Date: Thu 6/21/2018
Date Out: Mon 6/18/2018 7:00AM

Operator: Gillian
Terms: On Account

Customer #: 3178

C.A. Buchen Corp
9231 Glenoaks Blvd.
Sun Valley, CA 91352

818-767-5408 Phone
818-767-8654 Fax

Job Descr: 2900 Thurgood Marshall Dr, Oxnard 93036
PO #: 35269
Job No: A190

Salesman: Dan

Qty	Key	Items	Part#	Status	Returned Date	Price
1	LIFB60A-6481	LIFT, 60' BOOM, ARTIC, 4x4, JIB, D		Returned	Wed 6/20/2018 3:00PM	$600.00
	Meter Out: 875.1	Meter In: 883.1 Total hours on meter: 8.0				
	4Hrs $200.00 1day $200.00 1week $600.00 4weeks $1,700.00					
1	DELCH2-SEMI	DELIVERY CHARGE		Pulled		$145.00
1	PUCH2-SEMI	PICKUP CHARGE		Pulled		$145.00
5.3	DIES	DIESEL		Pulled		$39.75

Thank you for being a loyal customer. Please visit our website
@alliancerentalsolutions.com

Rental Contract

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

Rental rates are based upon single shift usage (8 hours per day, 5 days per week). If customer makes greater usage of the equipment it is agreed that additional usage will be charged.

CUSTOMER IS RESPONSIBLE FOR THEFT OF EQUIPMENT OR ANY DAMAGES TO EQUIPMENT.
NO INSURANCE IS OFFERED.

I certify that I have read and agree to all terms of this contract.

Signature:

C.A. Buchen Corp

Rental:	$600.00
Sales:	$329.75
Subtotal:	$929.75
EPA:	$12.00
Oxnard:	$50.51
Total:	$992.26
Paid:	$0.00
Amount Due:	$992.26

c.a. buchen corp.
9231 glenoaks blvd.
sun valley, calif. 91352-2688
818-767-5408 fax 818-767-8654

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, SHIPPING PAPERS AND PACKAGES

SOLD TO	SHIP TO
TOTTEN TUBE JOHN	SE-A190 STK

DATE ORDERED	DATE WANTED	SHIP VIA	TERMS	F.O.B.
5-23-18	5-24-18	TTRK	RSL	

PLEASE ENTER OUR ORDER FOR THE FOLLOWING - TO BE SHIPPED AS DIRECTED:

QTY. ORDERED	QTY. RECEIVED	DESCRIPTION	UNIT PRICE		AMOUNT	
1		HSS 5x5x1/4 @ 24'0 - A190	11.24	ft	269	76
1		HSS 12x2x.188 - STK @20'0	12.29	ft	245	80

CONDITIONS
GOODS ARE SUBJECT TO OUR INSPECTION AND APPROVAL. IF SHIPMENT WILL BE DELAYED FOR ANY REASON, ADVISE US IMMEDIATELY, STATING ALL THE NECESSARY FACTS. TO AVOID ERRORS, NOTE SPECIFICATIONS CAREFULLY AND IF UNABLE TO COMPLETE ORDERS AS WRITTEN, NOTIFY US PROMPTLY.

BY Ryan
PURCHASING AGENT

c.a. buchen corp.
9231 glenoaks blvd.
sun valley, calif. 91352-2688
818-767-5408 fax 818-767-8654

PURCHASE ORDER 639

THIS NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, SHIPPING PAPERS AND PACKAGES.

TO: TOTTEN TUBE
JOHN

SHIP TO: SE-A190
SE-A233

DATE ORDERED	DATE WANTED	SHIP VIA	TERMS	F.O.B.
6/8/18	6/11/18	TTRK	RSV	

PLEASE ENTER OUR ORDER FOR THE FOLLOWING - TO BE SHIPPED AS DIRECTED.

QTY. ORDERED	QTY. RECEIVED	DESCRIPTION	UNIT PRICE	AMOUNT
2		COL'S 120C2 + 120C4 HSS 5x5x1/4 @ 21'-9 5/8 -A190		631 30
33		1 1/4" STD PIPE @ 21'0	A233	1332 63
1		1 1/4" XSTRONG @ 21'0	A233	74 55

CONDITIONS
GOODS ARE SUBJECT TO OUR INSPECTION AND APPROVAL. IF SHIPMENT WILL BE DELAYED FOR ANY REASON, ADVISE US IMMEDIATELY, STATING ALL THE NECESSARY FACTS. TO AVOID ERRORS, NOTE SPECIFICATIONS CAREFULLY, AND IF UNABLE TO COMPLETE ORDERS AS WRITTEN NOTIFY US PROMPTLY.

BY _____
PURCHASING AGENT

SPUD'S CRANE SERVICE, INC.

12521 BRANFORD STREET, PACOIMA, CALIFORNIA 91331
24 HRS (818) 367-2433 / (661) 251-1355 / FAX (818) 896-8202

INVOICE

BILL TO
C.A.B.C.O. 9231 GLENOAKS BLVD. SUN VALLEY, CA. 91352

JOB DATE	INVOICE #
6/18/2018	27768

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.	87951	Net 30 days	7/18/2018

DESCRIPTION	HOURS	RATE	EXTENSION
40 TON CRANE	9	220.00	1,980.00
CREW TIME - 1 MAN	1	120.00	120.00
OVERTIME - 1 MAN	2	60.00	120.00
PERMITS	1	89.00	89.00
OCIP COMPLIANCE SURCHARGE	1	184.72	184.72
8% FUEL SURCHARGE - WAIVED	0	199.50	0.00

THANK YOU. WE APPRECIATE YOUR BUSINESS

TOTAL $2,493.72

SPUD'S CRANE SERVICE, INC.

Hereinafter called the Owner, hereby rents and leases the equipment and supplies the operators as described on the face hereof, subject to the following conditions: [illegible] The Lessee expressly agrees to indemnify and save Lessor harmless from and against all claims, demands, liabilities, suits or judgements 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 Lessor, 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. [illegible] 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, prioritize, or any circumstances relating directly, or indirectly to the operation of the US Government from performing any agreement hereof, and 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. [illegible] Firm, dry, unobstructed access into the work area is be provided by the customer. [illegible] 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 the 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 attorney's fees and court costs incurred on 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 recover from the losing party attorney's fees and costs of suit. [illegible] This agreement shall be deemed the exclusive agreement of the [illegible] Owner.

SPUD'S

CRANE SERVICE, INC.

12521 BRANFORD STREET, PACOIMA, CALIFORNIA 91331
24 HRS (818) 367-2433 / (661) 251-1655 / FAX (818) 896-9202

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 face hereof, subject to the following conditions: INDEMNITY The Lessee expressly agrees to indemnify and save Lessor harmless from and against all claims, demands, liabilities, suits or judgements 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 Lessor, 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. PREVENTION If the owner shall be prevented, delayed or interfered with by weather, unforeseeable equipment malfunctions, strikes, war, fire, causes beyond its control, edicts of governmental control, priorities, or any circumstances relating directly or indirectly to the operation of the U.S. Government from performing any agreement hereof, or if said equipment shall be seized or retain 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 hindered with. MISSING CONDITIONS Plan, city, unobstructed access into the work area to be provided by the customer. ATTORNEY'S FEES 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 the 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 this litigation shall be liable for reasonable attorney's 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 recover from the losing party attorney's fees and court costs. AGREEMENT This agreement shall be deemed the exclusive agreement of the parties subject to the terms and conditions hereof, when executed by acknowledgement or authorization of performance by Owner.

642

BERNARDS

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 203

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 05-17-18
Discipline: Structural

Subject: Column height verification

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Is it the design team's intent to have column 126C2, located at GL 14 and "C", run full height, rather than split the columns at the first(126C2) / second(121C2) floor? If so, please provide any additional attachment details, other than #13 on S-600D. Plate clips, studs, etc.
Reference submittal049 structural steel shop drawings and placement sheets,attached
Please advise

ANSWER

Response:

Column's intent was to be a full height. Alternate connection is provided in sketch SSK-203-01. Contractor to confirm existing conditions(column fabrication) and modifiations to sketch as required

Responded by David Yoo/NC on 05/07/18

Revised Response:

Per coordination with construction team, please refer to submittal136 and sketches attached therein

Responded by: David Yoo/NC on 05/16/18

CSDA Response:

in agreement with SEOR response. Elevation of col OK per sheet 121 as noted.

Responded by Jose Arche/CSDA on 05-16-18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
C. A. Buchen Corp	Jack Furdek	5/17/2018
JF Construction Corp	John Ferrante	5/17/2018

BERNARDS

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 203

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 05-17-18
Discipline: Structural

Subject: Column height verification

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: William Van Zee - Bernards
Submitted By: William Van Zee - Bernards

BERNARDS

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 222

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 06-12-18
Discipline: Structural

Subject: Full height columns - 102 C1 and 126 C1

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-211		

QUESTION

It is our understanding that Columns #126 C1 and #102 C1, located on grid lines 7 & 8 at C.3 respectively, are to be extended to become full height columns. Please verify this and review attached shop drawings

ANSWER

NC RESPONSE: Columns on gridlines 7 & 8 / C.2 are intended to be full height. See comments provided on applicable details/drawings.

BY DY/NC 06/13/18
General Note: Only certain clouded items have been reviewed. Not all clouded items are pertinent to column extension.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
C. A. Buchen Corp	Jack Furdek	
JF Construction Corp	John Ferrante	
C. A. Buchen Corp	John Oster	

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 20
Submitted By: Jack Furdek - C. A. Buchen Corp

BERNARDS

REQUEST FOR INFORMATION

RFI No.: 222

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 06-12-18
Discipline: Structural

Subject: Full height columns - 102 C1 and 126 C1

Response Requested By: 06-19-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-211		

QUESTION

It is our understanding that Columns #126 C1 and #102 C1, located on grid lines 7 & 8 at C.3 respectively, are to be extended to become full height columns. Please verify this and review attached shop drawings

ANSWER

NC Response:

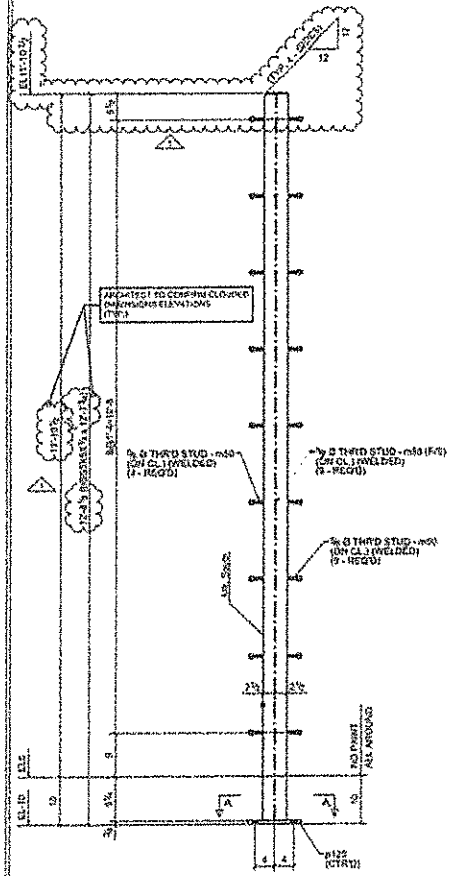
Columns on gridlines 7 and 8 on gridline C.2 are intended to be full height. See comments provided on applicable details/drawings.

By: DY/NC 06/13/18

General Note: Only certain clouded items have been reviewed. Not all clouded items are pertinent to column extension.

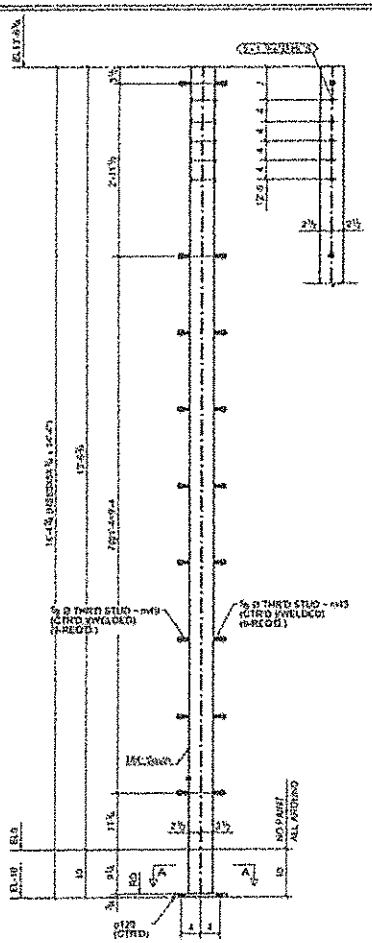
Response Provided By: _____ (Name) _____ (Company) _____ (Date)

Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 20
Submitted By: Jack Furdek - C. A. Buchen Corp



ONE - COLUMN - 102C1

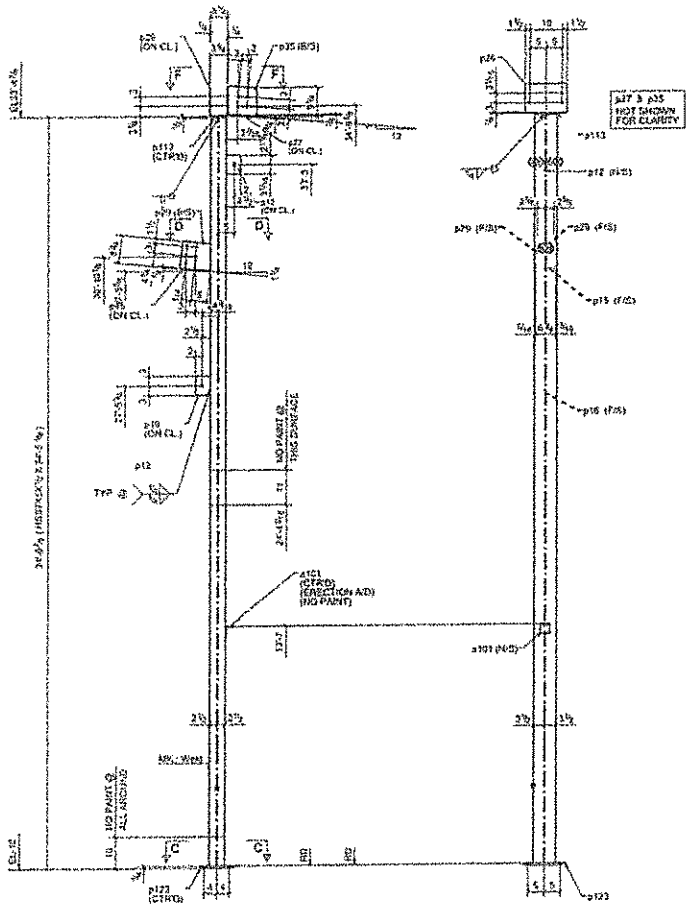
(GRID LN. 6 NEAR C & D)



ONE - COLUMN - 102C2

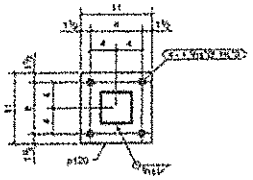
(GRID LN. 1/1 & D ON E101)

NOTE:
REVISED PER BFI 128R

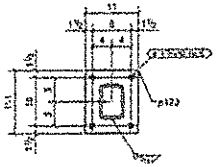


ONE - COLUMN - 102C3

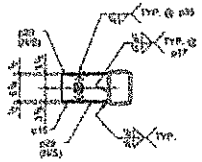
(GRID LN. 2/K)



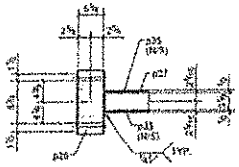
A - A



C - C



D - D



F - F

- NO EXCEPTIONS TAKEN
- MAKE CORRECTIONS NOTED
- REVISE AS NOTED AND RESUBMIT
- REJECTED-RESUBMIT AS NOTED
- REVIEWED FOR LOAD TO STRUCTURE ONLY
- SUBMITTED PREVIOUSLY:
  - not reviewed
  - Reviewed, returned under prior Review

Structure Do Not Authorize Changes To Contract Sum

Reviewed was performed only for conformance with design concept and general compliance with contract documents only. Contractor is responsible for confirming and correlating dimensions and for field measurements, conditions, quantities, fabrication processes and techniques of construction, and coordination of his work with that of all other trades and for performing all work safely.

5/13/2019 DY

NIKKAN CHAMPLAIN
Consulting & Structural Engineers

BILL OF MATERIALS

MARK	QUANTITY	DESCRIPTION	REMARKS
1	1	W12x65	
1	1	W12x50	
1	1	W12x40	
1	1	W12x35	
1	1	W12x30	
1	1	W12x26	
1	1	W12x22	
1	1	W12x19	
1	1	W12x16	
1	1	W12x14	
1	1	W12x12	
1	1	W12x10	
1	1	W12x8	
1	1	W12x6	
1	1	W12x5	
1	1	W12x4	
1	1	W12x3	
1	1	W12x2	
1	1	W12x1	
1	1	W12x0	

NO.	DATE	DESCRIPTION	BY
1	05/13/2019	PER BFI 128R	DY
2	07/29/2019	PER BFI 128R	DY
3	08/13/2019	PER BFI 128R	DY

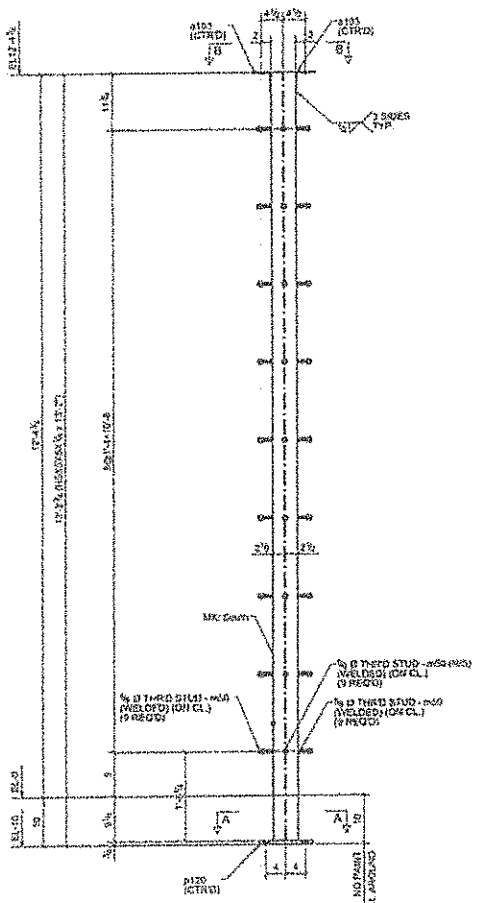
cabco

C. A. Buchen Corp.
[illegible]
[illegible]

PROJECT: MARSHALL ELEMENTARY SCHOOL
[illegible]
[illegible]

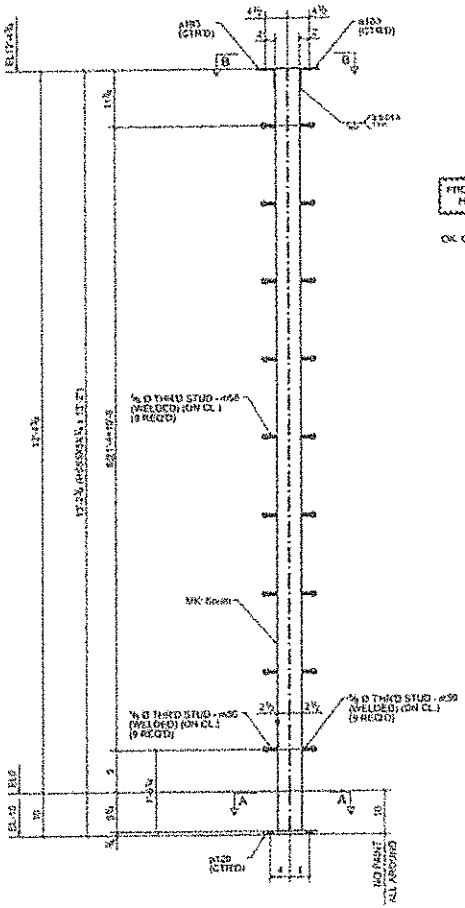
ARCH	CHRIS KELLEY GROUP	DATE	
STR	NIKKAN CHAMPLAIN	DATE	05/13/2019
DWG NO.	A190	SHEET	102
		DATE	
		BY	

646



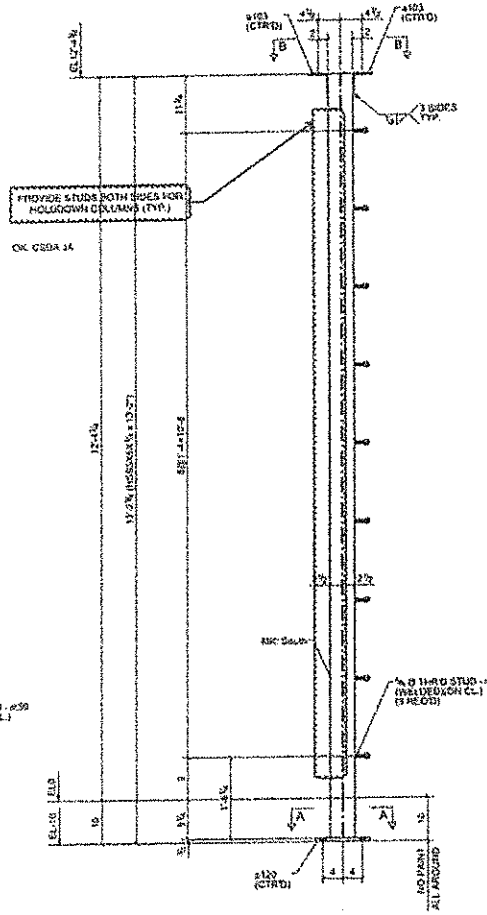
ONE - COLUMN - 126C1

(GRID LN.7/C-D)



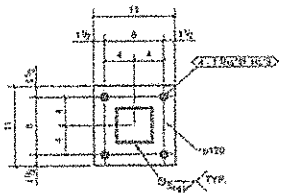
ONE - COLUMN - 126C2

(GRID LN. 14/C)

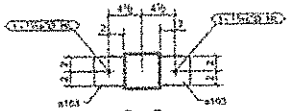


ONE - COLUMN - 126C3

(GRID LN. 1/D-E)



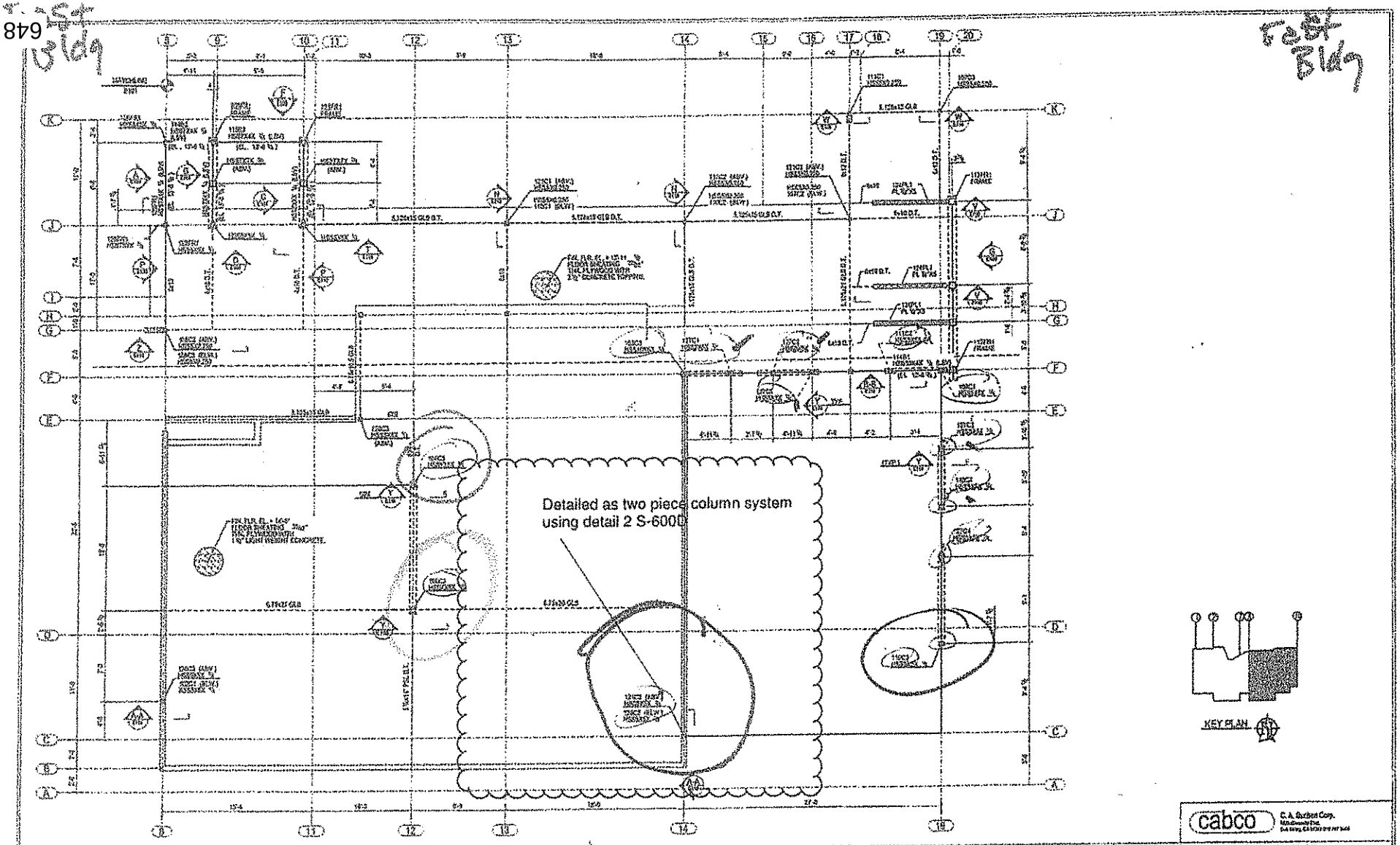
A - A



B - B

BILL OF MATERIALS

MARK	QTY	SIZE	LENGTH	WEIGHT	REMARKS



PARTIAL 2ND FLOOR FRAMING PLAN

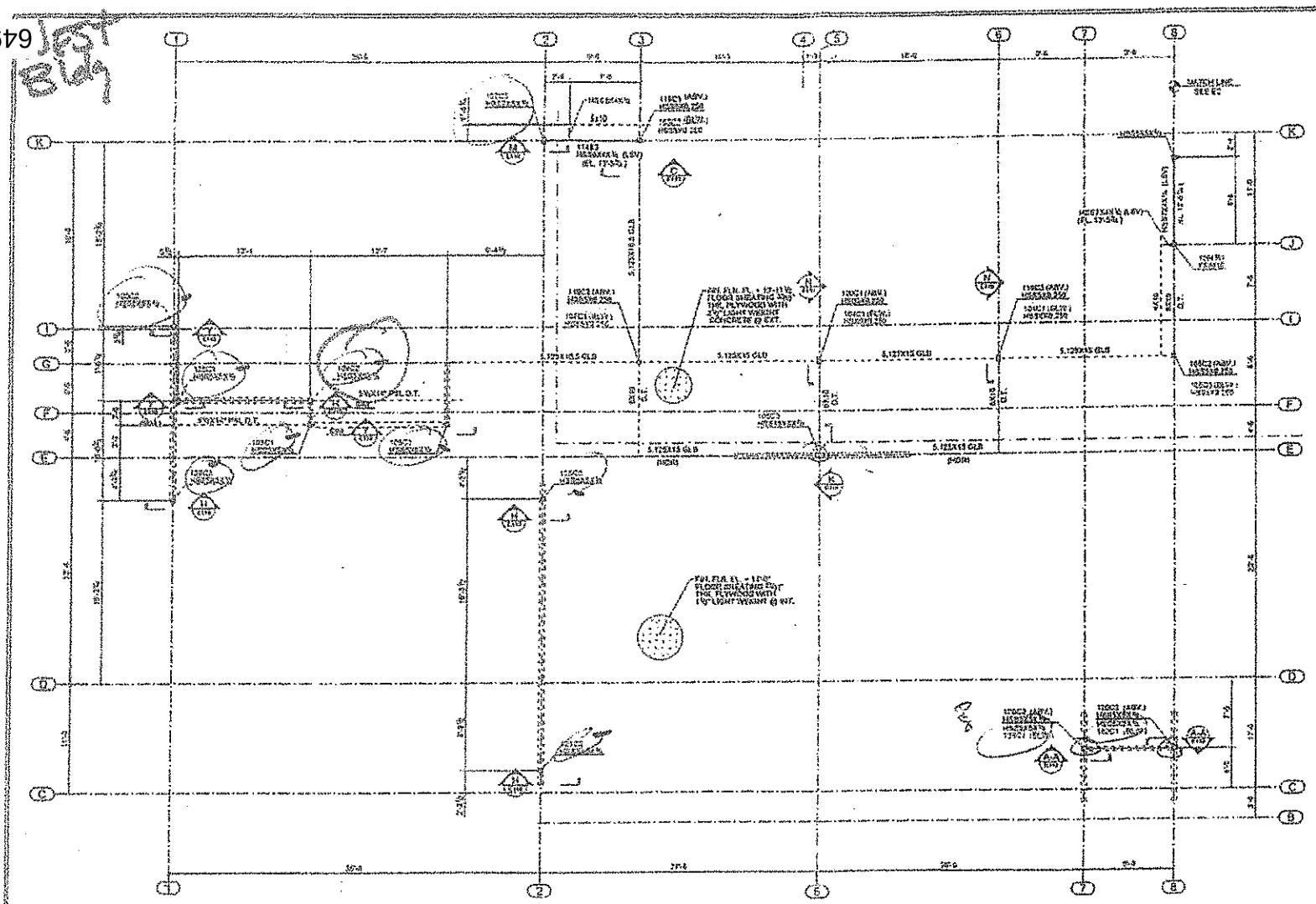
PLAN NORTH

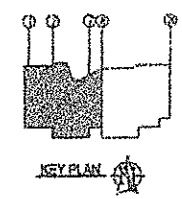
cabco

C. A. Cabco Corp.

West Bldg

West Blk





12' 4" Top of Stud to FF

PARTIAL 2ND FLOOR FRAMING PLAN

1. REFERENCE ELEV. = 0-0 (GROUND FLOOR FINISH)
2. TOP OF STEEL ELEV. = SEE PLAN
3. REF. DWG. S-212

PLAN NORTH

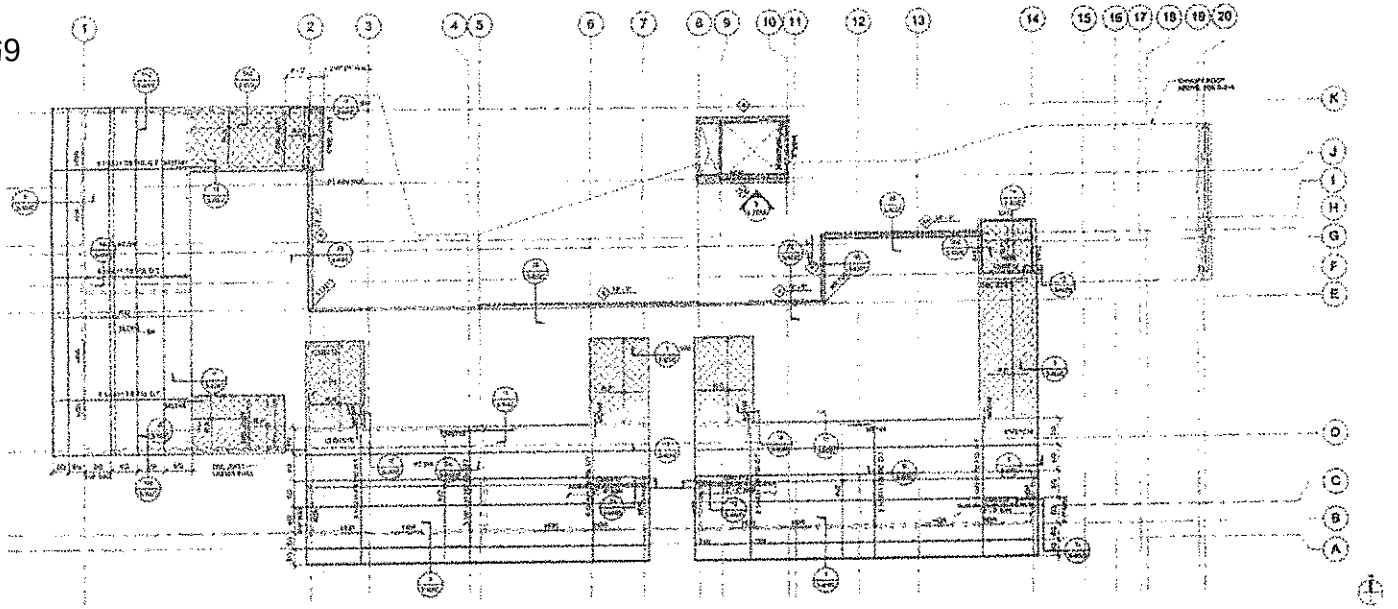
NOTES:
1. ARCHITECT TO CONFIRM ALL DIMENSIONS AND ELEVATIONS SHOWN(TYP.)

cabco C. A. Bachen Corp.

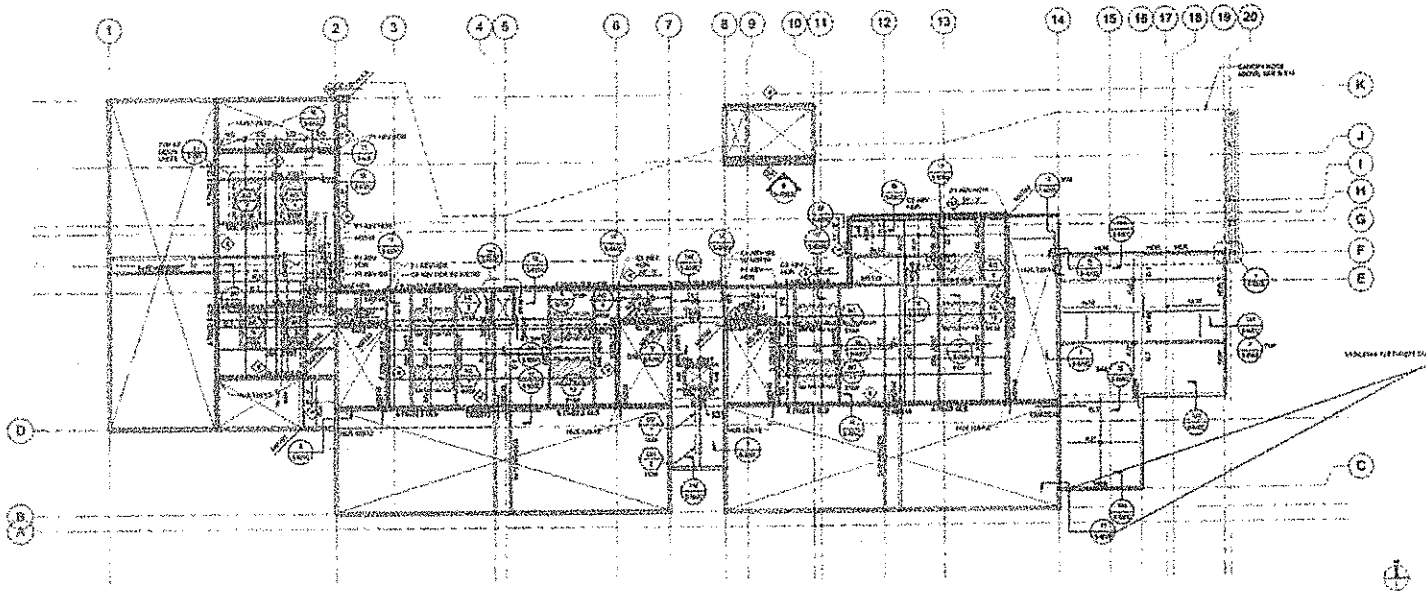
MARSHALL ELEMENTARY SCHOOL

A100 E101

650



2 HIGH ROOF FRAMING PLAN



1 LOW ROOF FRAMING PLAN

CSDA DESIGN GROUP

RISHKIAN CHAMBERLAIN

OXNARD SCHOOL DISTRICT

MARSHALL NEW CLASSROOM BUILDING

ROOF FRAMING PLAN

S-213

BERNARDS

REQUEST FOR INFORMATION

RFI No.: 203

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 05-01-18
Discipline: Structural

Subject: Column height verification

Response Requested By: 05-08-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Is it the design team's intent to have column 126C2, located at GL 14 and "C", run full height, rather than split the columns at the first(126C2) / second(121C2) floor? If so, please provide any additional attachment details, other than #13 on S-600D. Plate clips, studs, etc.
Reference submittal049 structural steel shop drawings and placement sheets,attached
Please advise

ANSWER

NC Response:

Column's intent was to be a full height column. Alternate connection is provided in sketch SSK-203-01. Contractor to confirm existing conditions (column fabrication) and request modifications to sketch as required.

By: DY/NC 05/07/18

NC Revised Response:

Per coordination with construction team, please refer to submittal 136 and sketches attached therein.

By: DY/NC 05/16/18

CSDA Response,
in agreement with SEOR response. Elevation of col. OK per sheet 121 as noted.

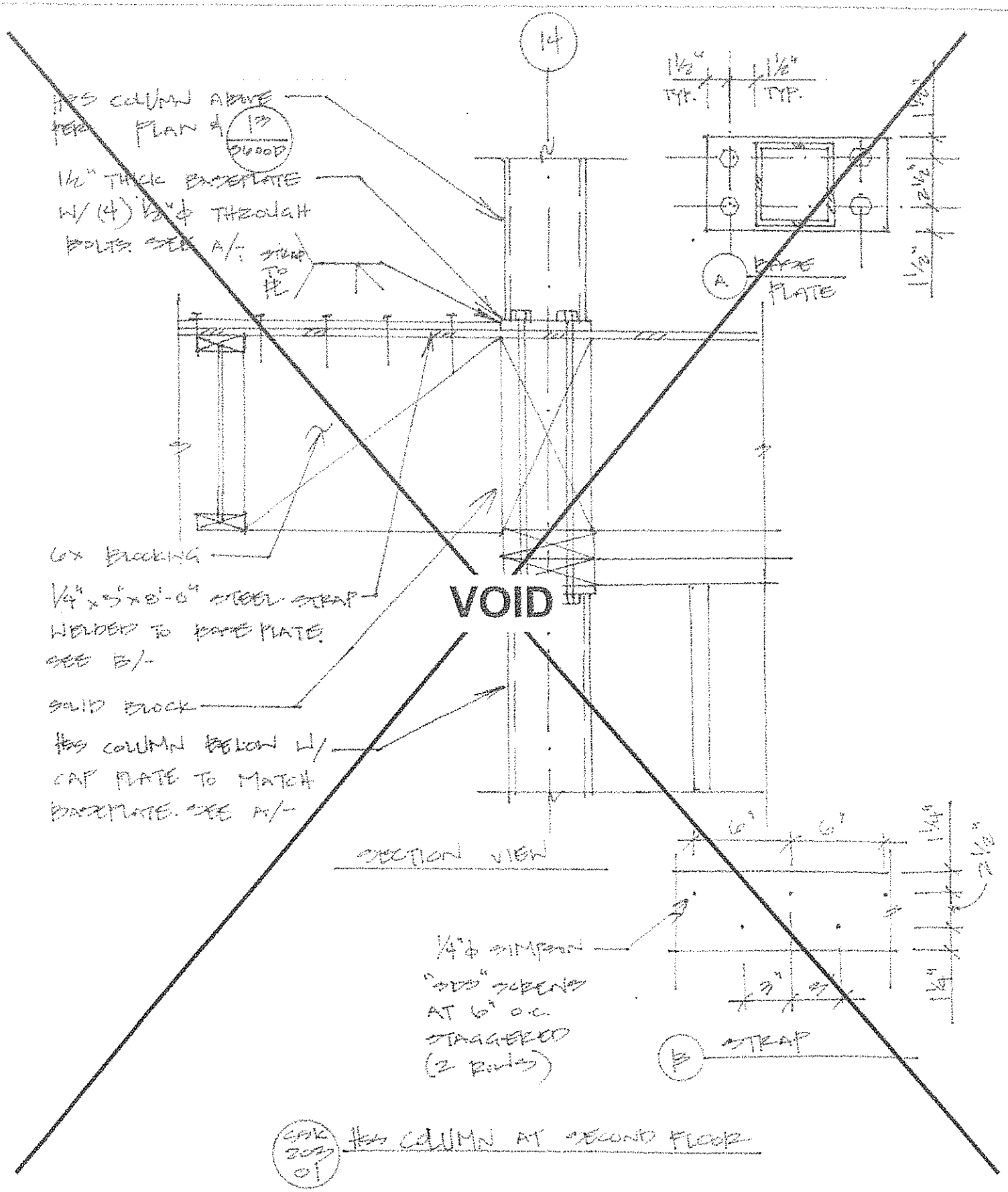
by; Jose Arche 05-16-18

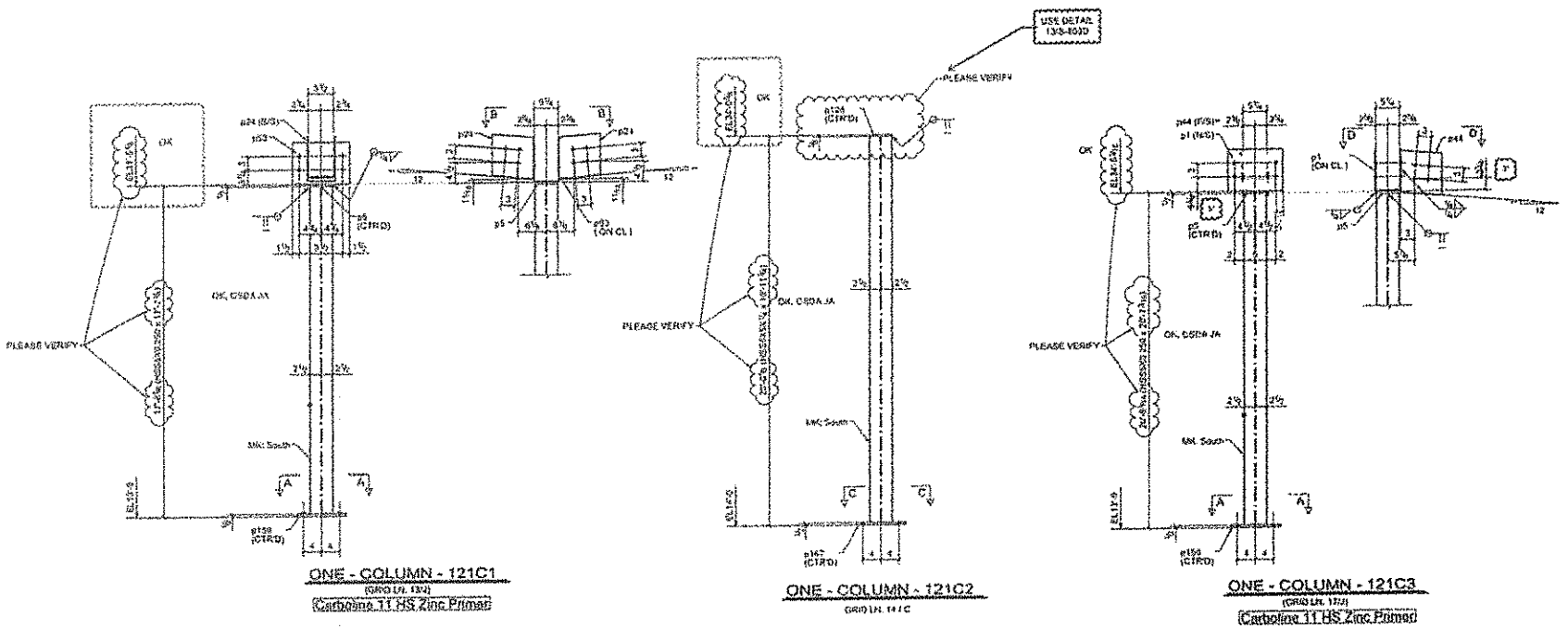
Response Provided By: _____ (Name) _____ (Company) _____ (Date)

Question Initiated By: William Van Zee - Bernards
Submitted By: William Van Zee - Bernards

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 40340 652
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 05.07.18
CHECKED BY _____ DATE _____
SCALE _____

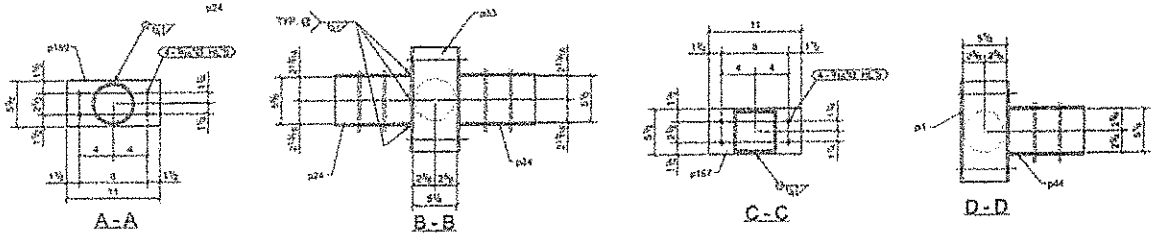




ONE - COLUMN - 121C1
(GRID LN. 13/J)
Carboline 11 HS Zinc Primer

ONE - COLUMN - 121C2
GRID LN. 14/C

ONE - COLUMN - 121C3
(GRID LN. 17/J)
Carboline 11 HS Zinc Primer



A - A

B - B

C - C

D - D

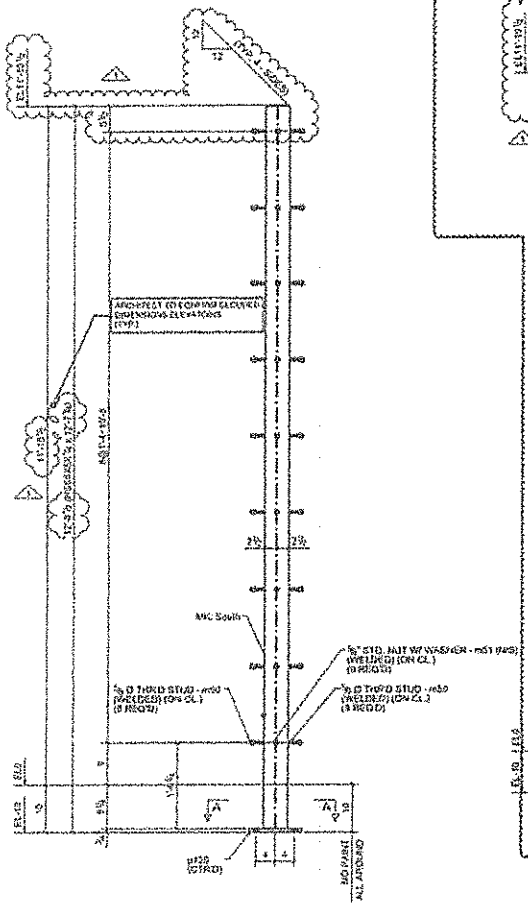
NOTES:
1. ARCHITECT TO CONFIRM ALL DIMENSIONS AND ELEVATIONS SHOWN (TYP.)

BILL OF MATERIALS

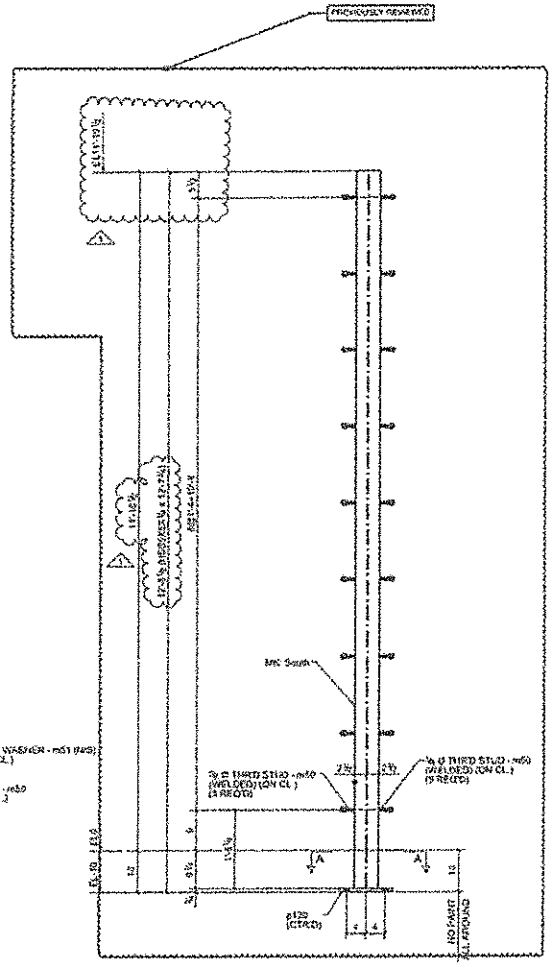
cabco
C. A. Buchen Corp.

MARSHALL ELEMENTARY SCHOOL

A190 | 121

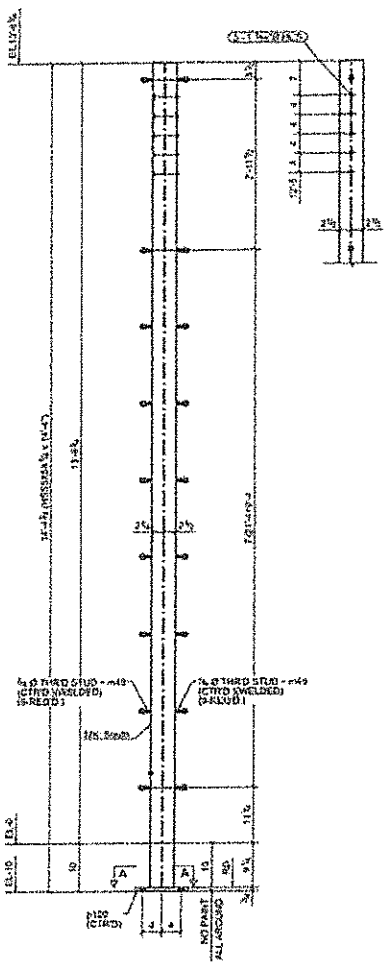


ONE - COLUMN - 126C1



ONE - COLUMN - 126C2

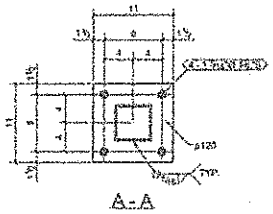
(GRID LN. 14/C)



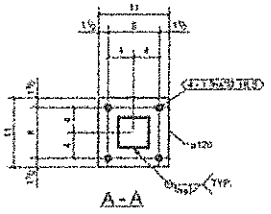
ONE - COLUMN - 126C3

(GRID LN. 1/D-E)

NOTE:
REVISED PER REI 128R



A - A



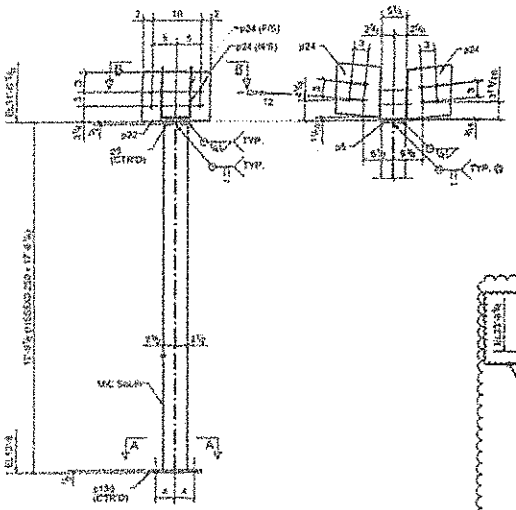
A - A

NO EXCEPTIONS TAKEN
MAKE CORRECTIONS NOTED
REVISE AS NOTED AND RESUBMIT
REJECTED RESUBMIT AS SPECIFIED
REVIEWED FOR LOAD TO STRUCTURE ONLY
SUBMITTED INDIVIDUALLY

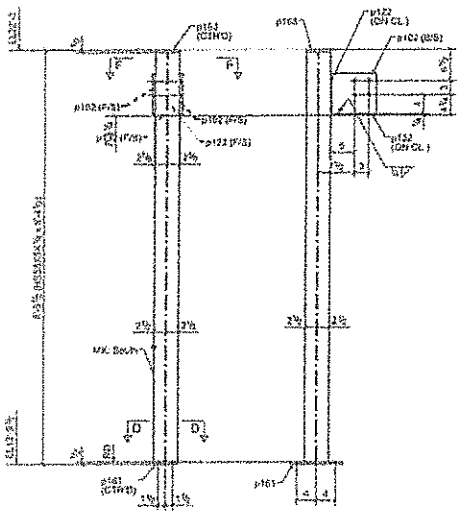
DY
NARSAI N DHANDERLAND
Checking & Structural Engineer

BILL OF MATERIALS

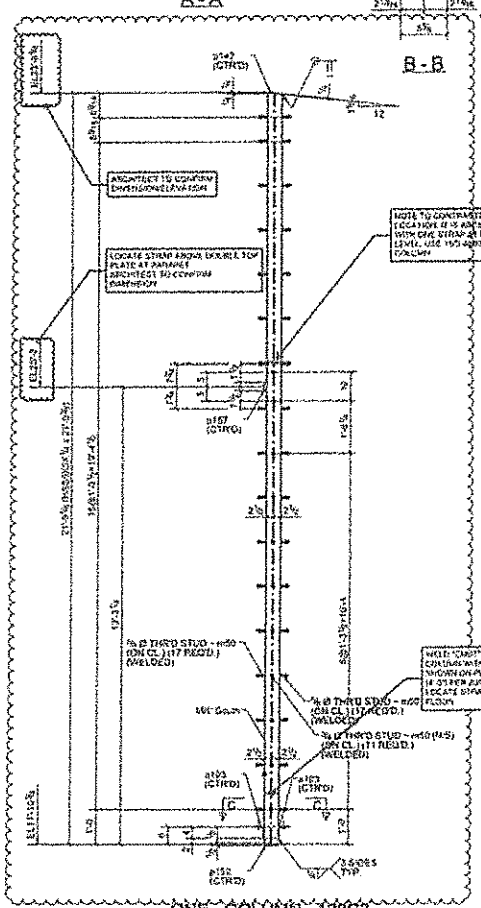
REV NO	MARK	DESCRIPTION	WEIGHT EA.	WEIGHT TOTAL	QTY
1					



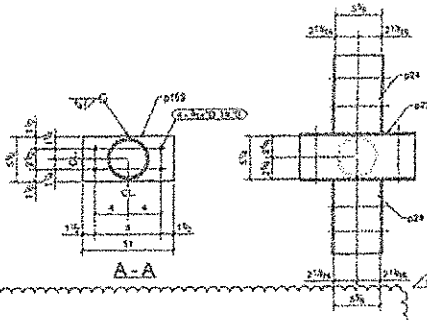
ONE - COLUMN - 120C1
(GRID LN. 6/D)
Carboline 11 HS Zinc Primer



ONE - COLUMN - 120C3
(GRID LN 11-12/E)



ONE - COLUMN - 120C2
(GRID LN. 7 / DET. C & D)



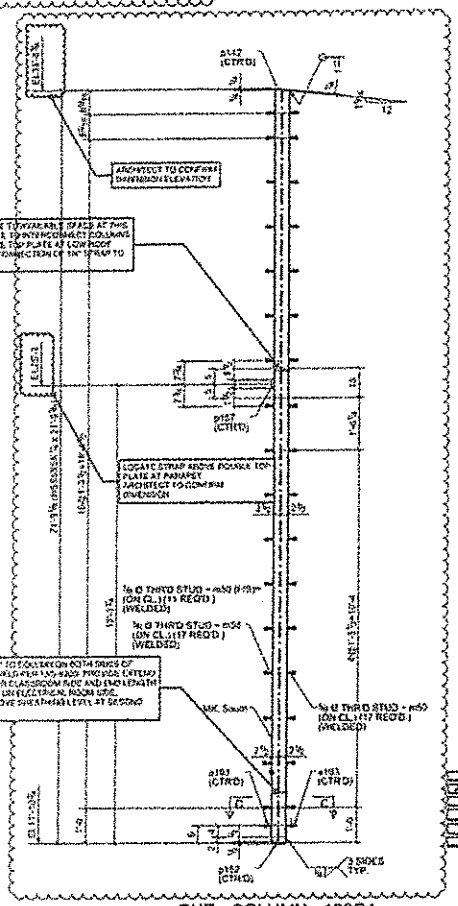
A - A

B - B

C - C

D - D

F - F



ONE - COLUMN - 120C4
(GRID LN. 8 / DET. C & D)

BILL OF MATERIALS

MARK NO.	QUAN.	SIZE & DESCRIPTION	LENGTH FT. - IN.	REMARKS	WT.
1	1@C1	W14x90			
1	1@C1	W14x90			
1	1@C1	PL1"x12"			
1	4@C1	PL1"x8"x8"			
1	4@C1	PL1"x8"x8"			
1	4@C1	PL1"x8"x8"			
1	4@C1	PL1"x8"x8"			
1	1@C2	W14x90			
1	1@C2	W14x90			
1	1@C2	PL1"x12"			
1	4@C2	PL1"x8"x8"			
1	4@C2	PL1"x8"x8"			
1	4@C2	PL1"x8"x8"			
1	4@C2	PL1"x8"x8"			
1	1@C3	W14x90			
1	1@C3	W14x90			
1	1@C3	PL1"x12"			
1	4@C3	PL1"x8"x8"			
1	4@C3	PL1"x8"x8"			
1	4@C3	PL1"x8"x8"			
1	4@C3	PL1"x8"x8"			
1	1@C4	W14x90			
1	1@C4	W14x90			
1	1@C4	PL1"x12"			
1	4@C4	PL1"x8"x8"			
1	4@C4	PL1"x8"x8"			
1	4@C4	PL1"x8"x8"			
1	4@C4	PL1"x8"x8"			

MARK NOTE

NO.	DATE	DESCRIPTION	BY
1	10/30/15	PER COMMENTS	DY
2	11/19/15	PER COMMENTS	DY
3	12/18/15	PER COMMENTS	DY

DESIGN CRITERIA TAKEN
MAKE CORRECTIONS NOTED
REVISE AS NOTED AND RESUBMIT
REJECTED AS SPECIFIED
REVIEWED FOR LOAD TO STRUCTURE ONLY
SUBMITTED PREVIOUSLY:
- Not Required
- Reviewed, Comments Incorporated

Submittals Not Reviewed for Compliance With Contract Documents

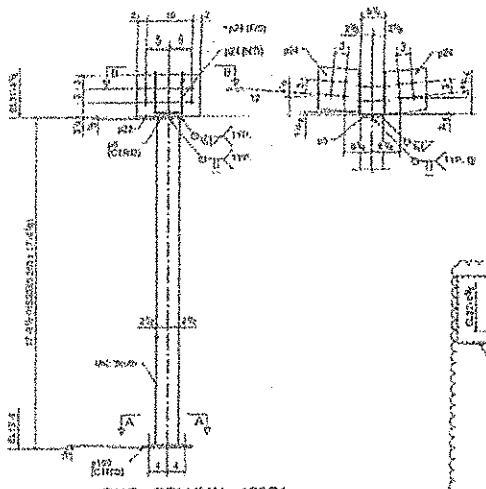
6/17/2016 DY
STRUCTURAL ENGINEER
Consulting & Structural Engineers

cabco
C. A. Buchen Corp.
1633 Glendale Blvd.
Los Angeles, CA 90026 (213) 742-7629

PROJECT: MARSHALL ELEMENTARY SCHOOL
ADDRESS:
LOCATION: 3760 TH. ROOSEVELT MARSHALL DRIVE GLENDALE, CA 91206

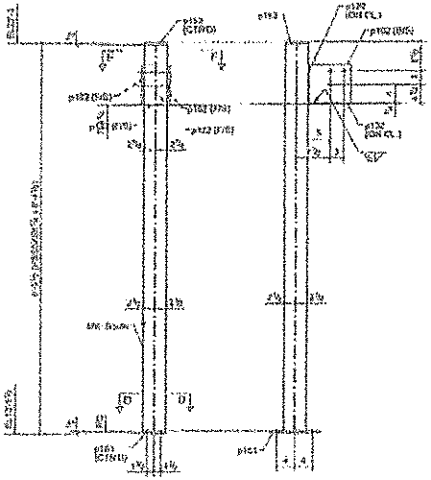
ARCH: CSDA Design Group
CONT: BERNARDO BUILDING MAINT. SERVICES
ENGR: Hohnbaum Chamberlain, Inc.
SHEET: A190
SHEET: 120
DATE: 06/17/2016
BY: DY

ADDED SHEET

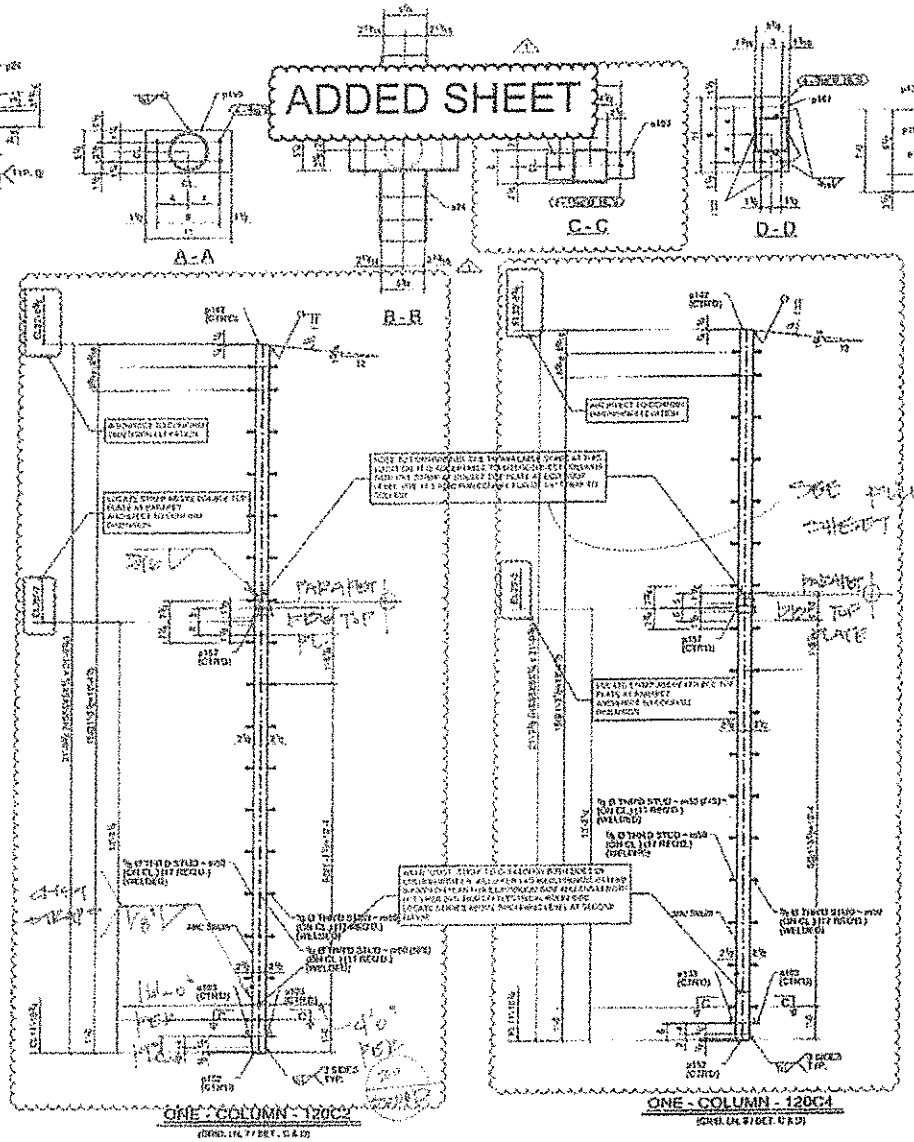


ONE - COLUMN - 120C1

Cadastre 1 LHS Zinc Primed



ONE - COLUMN - 120C3



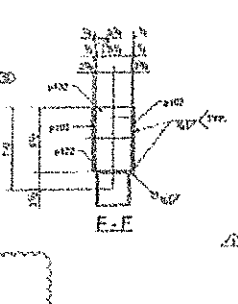
ONE - COLUMN - 120C2

ONE - COLUMN - 120C4

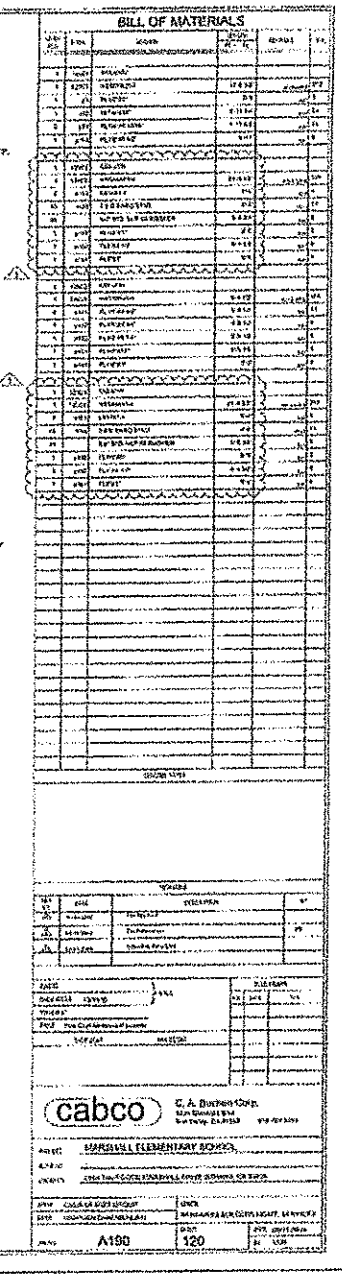
A - A

C - C

D - D



E - E



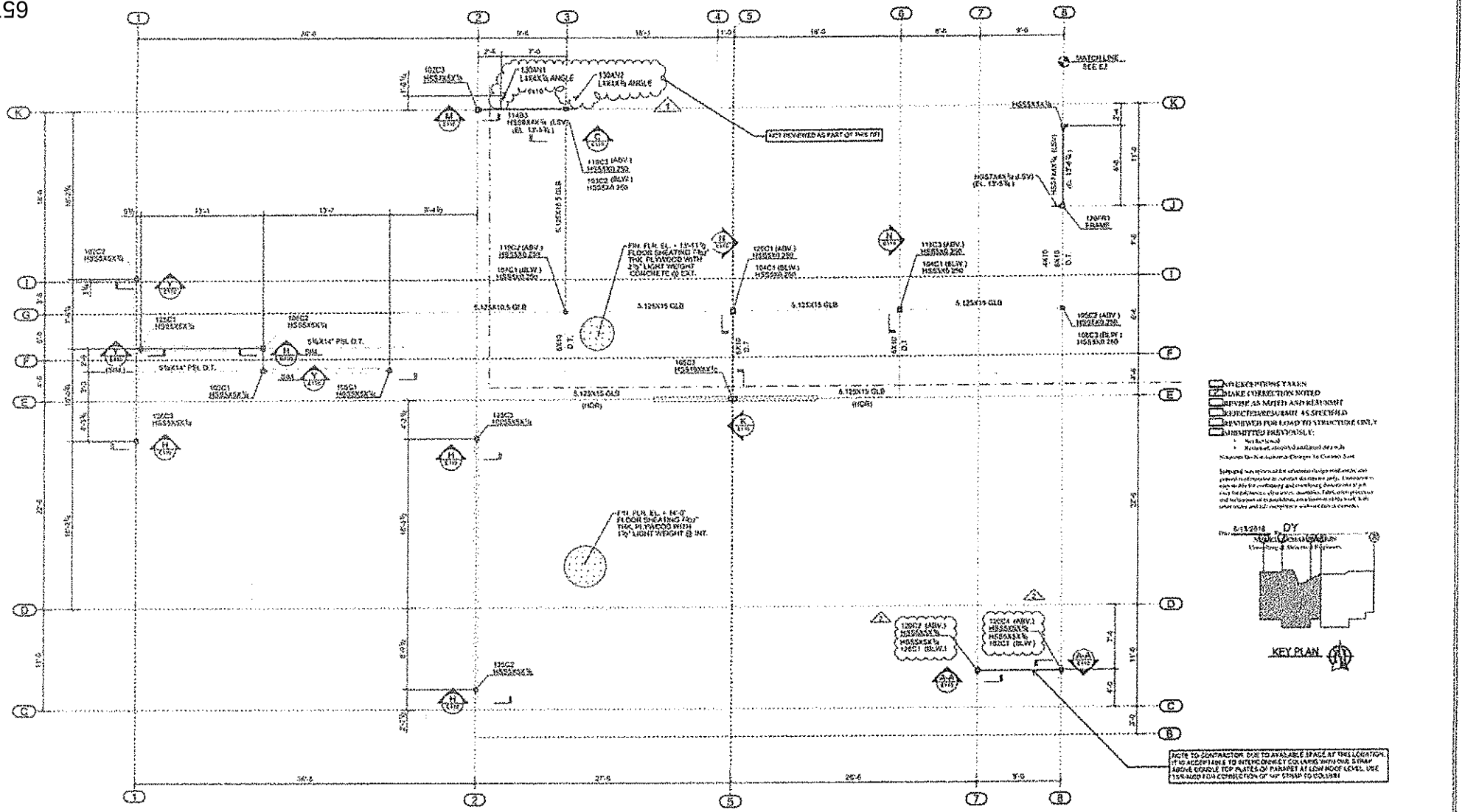
BILL OF MATERIALS

cabco

STARDUST ELEMENTARY SCHOOL

A150

120



PARTIAL 2ND FLOOR FRAMING PLAN

1. REFERENCE ELEV. = 0'-0 (GROUND FLOOR FINISH)
2. TOP OF STEEL ELEV. = SEE PLAN
3. REF. DWG. S-212

PLAN NORTH

NOTES:
1. ARCHITECT TO CONFIRM ALL DIMENSIONS AND ELEVATIONS SHOWN(TYP.)

cabco — C. A. Buchholz Corp.

MARSHALL ELEMENTARY SCHOOL

A100 | E101

658

☑ NO EXCEPTIONS TAKEN
☐ MAKE CORRECTION NOTED
☐ REVISE AS NOTED AND RESUBMIT
☐ REJECTED/RESUBMIT AS SPECIFIED
☐ REVIEWED FOR LOAD TO STRUCTURE ONLY
☐ SUBMITTED PREVIOUSLY:

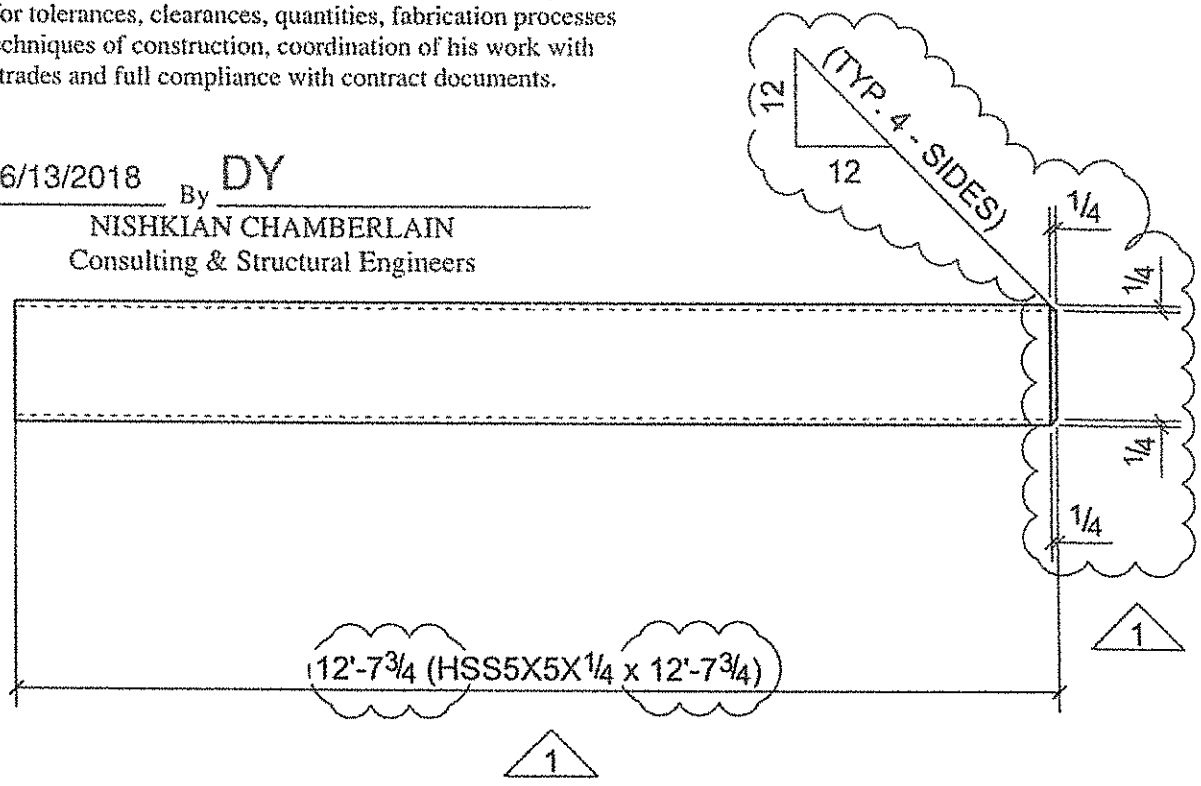
- Not Reviewed
- Reviewed, identified additional data only

Notations Do Not Authorize Changes To Contract Sum.

Submittal was reviewed for structural design conformity and general conformance to contract documents only. Contractor is responsible for confirming and correlating dimensions at job sites for tolerances, clearances, quantities, fabrication processes and techniques of construction, coordination of his work with other trades and full compliance with contract documents.

Date 6/13/2018 By DY

NISHKIAN CHAMBERLAIN
Consulting & Structural Engineers



ARCHITECT TO CONFIRM CLOUDED DIMENSIONS/ELEVATOINS (TYP.)

					1	102C1
					Qty.	In Assembly
102C1	HSS5X5X1/4	A500-GR.B	1	12'-7 3/4"	2914	185
MARK	SIZE	GRADE	QTY.	LENGTH	AREA	WEIGHT
MATERIAL LIST FOR WORKSHOP				TOTALS	2914 in²	185 lb/ft

TRIAD
Steel Services
16605N. 28TH AVE. - SUITE 102 - PHOENIX, AZ 85053

DRAWING No.	102C1		
JOB No.	A190	DESCRIPTION	PSHEET
DRAWN BY		REVISION No.	1
DATE DRAWN	11/07/2017	REVISION DATE	06/11/2018

659

☑ NO EXCEPTIONS TAKEN
☐ MAKE CORRECTION NOTED
☐ REVISE AS NOTED AND RESUBMIT
☐ REJECTED/RESUBMIT AS SPECIFIED
☐ REVIEWED FOR LOAD TO STRUCTURE ONLY
☐ SUBMITTED PREVIOUSLY:

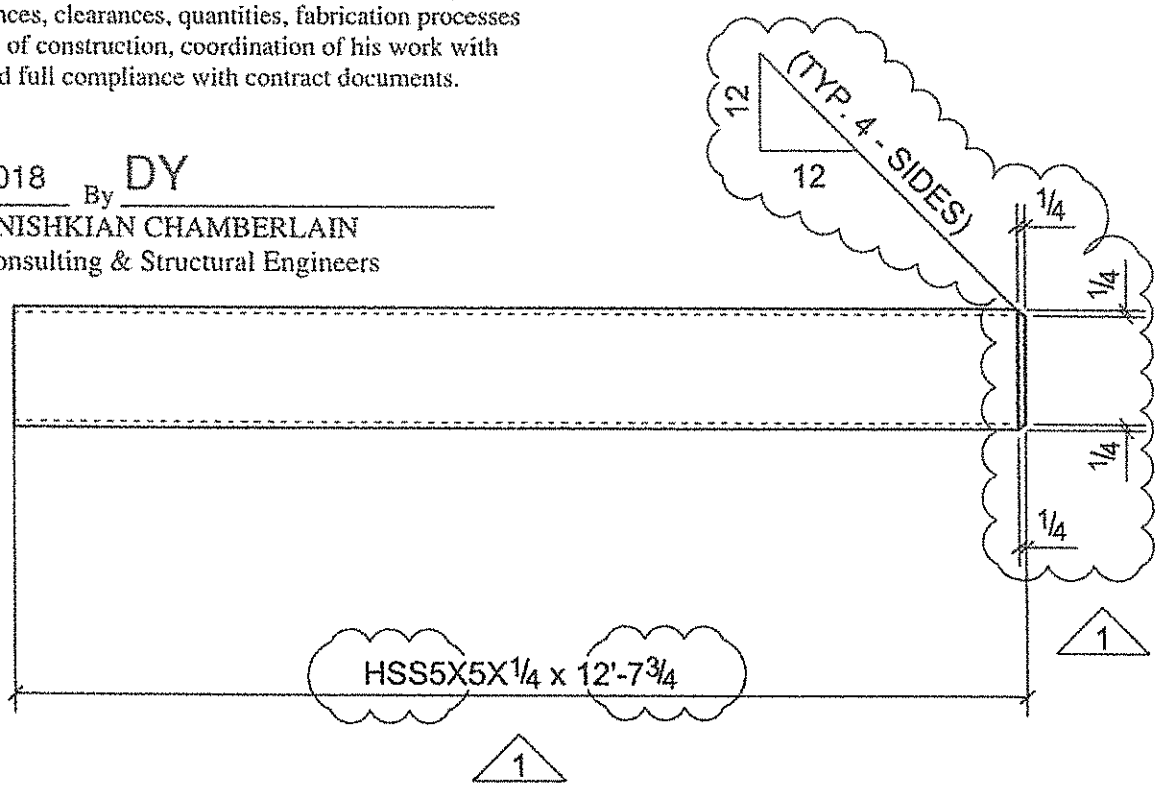
- Not Reviewed
- Reviewed, identified additional data only

Notations Do Not Authorize Changes To Contract Sum.

Submittal was reviewed for structural design conformity and general conformance to contract documents only. Contractor is responsible for confirming and correlating dimensions at job sites for tolerances, clearances, quantities, fabrication processes and techniques of construction, coordination of his work with other trades and full compliance with contract documents.

Date 6/13/2018 By DY

NISHKIAN CHAMBERLAIN
Consulting & Structural Engineers



ARCHITECT TO CONFIRM CLOUDED DIMENSIONS/ELEVATOINS (TYP.)

					1	126C1
					Qty.	In Assembly
126C1	HSS5X5X1/4	A500-GR.B	1	12'-7 3/4"	2914	185
MARK	SIZE	GRADE	QTY.	LENGTH	AREA	WEIGHT
MATERIAL LIST FOR WORKSHOP				TOTALS	2914 in²	185 lb/ft

TRIAD
Steel Services
16605N. 28TH AVE. - SUITE 102 - PHOENIX, AZ 85053

DRAWING No.	126C1		
JOB No.	A190	DESCRIPTION	PSHEET
DRAWN BY		REVISION No.	1
DATE DRAWN	06/11/2018	REVISION DATE	06/11/2018

BERNARDS

CHANGE ORDER REQUEST

COR No. 61 R4

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 7/1/2019

DESCRIPTION OF WORK

RFI 254 Added hangers and post

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
RFI 254 Added hangers and post	JF Construction Corp	826
	Subtotal:	826
Contractual Costs		
Sub Default Insurance		10
CCIP		10
Bond		7
Fee		43
	Subtotal:	70
	Total Change Order Request Amount	**896**

APPROVAL

(Please note that if this Change Order Request is not approved by 7/12/2019, additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

JfCONSTRUCTION CORP LIC #791180

1459 THOUSAND OAKS BLVD H4, THOUSAND OAKS, CA
(805)-496-9255 (805)-497-8334

CHANGE ORDER JFC #27R1

Date: 9-4-18

DESCRIPTION:

Project: MARSHALL CLASS ROOM

Added hangers and beam costs Items 1-8 per RFI 254R1

Subject: Rough Carpentry

Note: Reference RFI 180R1 and Field Report 8

Sub-Contractor: **J F Construction Corporation**

DESCRIPTION	LABOR			MATERIAL				EQUIPMENT			
ADDED WORK	HRS	RATE	SUB-TOT	QTY	UNIT	U/P	SUB-TOT	QTY	UNIT	U/P	SUB-TOT
NC COMMENTS											
1. GLT7 H=19 1/2				1	EA	96.80	$ 96.80				
NOTE: RFI 180R1 EXTENDED GLB 6 3/4X19.5 TO GLB 6 3/4X36 REQUIRING HANGER											
2. LPT4				6	EA	.56	$ 3.36				
MST48				1	EA	9.41	$ 9.41				
NOTE: FIELD REPORT 8 ITEM 3E & ADDED LABOR OF 20 MAN HOURS											
3. HW68				1	EA	45.75	$ 45.75				
NOTE: CREDIT HU68 HANGER PER 8/S600B				1	EA		$ (24.69)				
4. HW68				1	EA	45.75	$ 45.75				
NOTE: CREDIT HU68 HANGER PER 8/S600B				1	EA		$ (24.69)				
5. 6X10 #1DF				10	LIN	14.60	$ 146.00				
GLS7 H1=15 H2=9.5 S=6 7/8				1	EA	214.73	$ 214.73				
NOTE: CREDIT HU68 HANGER PER 8/S600B				1	EA		$ (24.69)				
CREDIT HU5.125/15 PER 8/S600B				1	EA						
CREDIT 6X8 #1 DF				1	EA		$ (106.20)				
6. GLT610				1	EA	72.29	72.69				
NOTE: CREDIT HU68 HANGER PER 8/S600B				1	EA		(24.69)				
7. REFER TO LINE ITEM 5 DOUBLE HANGER											
8. GLT7 H=15				1	EA	86.07	86.07				
FOREMAN LABOR	2.5	$ 81.00	$ 202.50								
LABOR	0	$ 78.00	$ -								
TOTAL							$ 515.60				
SALES TAX											
						TOTAL					
SUB TOTAL ADDITION BEFORE MARK-UP											
				SUBTOTAL							$ 718.10
				SUBCONTRACTORS 15 %							$ 107.72
				(X) COST ( ) CREDIT							
										TOTAL	$ **825.82**

GENERAL CONTRACTOR: ACCEPTED BY:

Signature

BERNARDS

HOURLY LABOR COST RATES

Sub/Contractor:	JF Construction Corp	Trade:	Rough Carpentry
Date:	2/14/2018	Classification:	6100
Project:	Marshall E.S.		
Rate Effective Through:	July 1, 2018	Union : [X]	Non Union: [ ]

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 42.41	$ 63.62	$ 84.82
Vacation & Holiday Accrual	$ 6.19	$ 6.19	$ 6.19
Hourly Taxable Wage Costs Subtotal	$ 48.60	$ 69.81	$ 91.01
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 3.01	$ 4.32	$ 5.64
Medicare	$ 0.70	$ 1.01	$ 1.32
FUI	$ 0.29	$ 0.42	$ 0.55
SUI	$ 3.01	$ 4.32	$ 5.64
Workers Compensation Insurance	$ 8.97	$ 8.97	$ 8.97
General Liability Insurance (if Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	$ 15.98	$ 19.04	$ 22.12
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 7.50	$ 7.50	$ 7.50
Pension & Retirement (or equivalent)	$ 4.91	$ 4.91	$ 4.91
Training (or equivalent)	$ 1.01	$ 1.01	$ 1.01
Hourly Benefits Subtotal	$ 13.42	$ 13.42	$ 13.42
TOTAL HOURLY LABOR COST RATE (A+B+C)	$ 78.00	$ 102.27	$ 126.55

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

T14.05.20

rev. 8/7/06

663

BERNARDS

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 254

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 08-30-18
Discipline: Structural

Subject: Beam connection clarification

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-212		

QUESTION

Please verify and confirm each line Item in the attached Hanger type schedule

Also, For Item# 5,6 Please clarify post sizes.

ANSWER

Response:

See additional sheet with comments provided. Contractor/Sub-contractor shall coordinate this response with responses to RFI 159/199 as well as Inspection Inquiry 034.

Inform SEOR in writing of any discrepancy/conflict so item can be addressed

Responded by David Yoo/SEOR on 08/22/18

Revised Response:

Due to typo in original RFI, NC misunderstood contractor's inquiry. Per clarification received from Bernards on 08/29/18, revised/additional responses provided in RED.

Responded by David Yoo/NC on 08/29/2108

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
JF Construction Corp	John Ferrante	8/22/2018

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

BERNARDS

REQUEST FOR INFORMATION

RFI No.: 254

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 08-21-18
Discipline: Structural

Subject: Beam connection clarification

Response Requested By: 08-28-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-212		

QUESTION

Please verify and confirm each line Item in the attached Hanger type schedule

Also, For Item# 5,6 Please clarify post sizes.

ANSWER

NC Responses:

See additional sheet with comments provided. Contractor/Sub-contractor shall coordinate this response with responses to RFI 159/199 as well as Inspector Inquiry 034.

Inform SEOR in writing of any discrepancy/conflict so item can be addressed.

By: DY/NC 08/22/18

NC Revised Response:

Due to typo in original RFI, NC misunderstood contractor's inquiry. Per clarification received from Bernards on 08/29/18, revised/additional responses provided in RED.

By: DY/NC 08/29/18

Response Provided By: _____ (Name) _____ (Company) _____ (Date)

Question Initiated By: John Ferrante - JF Construction Corp - Author Number:
Submitted By: John Ferrante - JF Construction Corp

Item	GRID	BEAM	POST	CONNECTION
1	GL 11.5 & D.8	6 3/4 x 19.5 to 6 3/4 x 36	-	HU 3514 & HU 210
2	GL 11.5 & H	6 3/4 x 19.5 & 5 1/8 x 15	-	HU 210
3	GL 11.5 & F	6 3/4 x 19.5	6x8	??
4	GL 12.2 & F	5 1/4 x 14	6x8	HU 210
5	GL 11.5 & E	6 3/4 x 19.5	6x8 or 6x10 ?	??
6	GL 12.2 & E	5 1/4 x 14	6x8 or 6x10 ?	HU 210
7	GL 11.5 & E	6 3/4 x 19.5 & 5 1/8 x 15	-	??
8	GL 9.2 & D.8	6 3/4 x 15 to 6 3/4 x 36	-	??

NC COMMENTS

Item	GRID	BEAM	POST	CONNECTION	DETAIL REF.
1	GL 11.5 & D.8	6 3/4 x 19.5 to 6 3/4 x 36	-	GLT	18/S600A
2	GL 11.5 & H	6 3/4 x 19.5 & 5 1/8 x 15	-	SHEAR CLIPS	FIELD REPORT 8 Item 3(e)
3	GL 11.5 & F	6 3/4 x 19.5	6x8	HW68	
4	GL 12.2 & F	5 1/4 x 14	6x8	HW68	
5	GL 11.5 & E	6 3/4 x 19.5	6X10	GLS	18/S600A
6	GL 12.2 & E	5 1/4 x 14	6X10	GLT	18/S600A
7	GL 11.5 & E	6 3/4 x 19.5 & 5 1/8 x 15	-	GLS	18/S600A
8	GL 9.2 & D.8	6 3/4 x 15 to 6 3/4 x 36	-	GLT	18/S600A

BERNARDS

CHANGE ORDER REQUEST

COR No. 72 R0

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 11/12/2018

DESCRIPTION OF WORK

RFI 301 & 306 padding at nailer

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Padding R Nailer GL20 from J to F	JF Construction Corp	480
CMST strap GL 19 E to F	JF Construction Corp	1,086
	Subtotal:	1,566
Contractual Costs		
Sub Default Insurance		19
CCIP		20
Bond		13
Fee		81
	Subtotal:	133
	Total Change Order Request Amount	**1,699**

APPROVAL

(Please note that if this Change Order Request is not approved by 11/26/2018, additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

JFC#47 668

Johnny Ferrante

From: William Van Zee <WVanZee@bernards.com>
Sent: Tuesday, October 23, 2018 7:13 AM
To: 'Johnny Ferrante'; 'John Ferrante'
Cc: Rebecca Miller
Subject: FW: CMST 12 strap installation

Johnny, John
CMST 12 and blocking are per contract, but the re-work, replacement plywood, and time are extra and will need a T&M ticket on.
Please proceed with the installation of CMST 12 strap along grid line 19, between "E".5 and "J".15. Strap to be nailed to "built up" rim joist consisting of 2, 1 ¾"x 14 x 5' PSLs stitch nailed to continuous 1 ¾" x 14" PSL rim joist (detail 7, S600A), using approved 16d shorts, UNDER interior decking, and 3" strap held to inside or west face of "built-up" PSL, allowing 2 ¼" for sole plate screwing from above, from G.L. "E".5 to "F". From G.L. "F" to "J".15, strap to be nailed on TOP of exterior decking along a row of 3 x 4 blocking, using approved 16d shorts.
Thanks,

Will

William Van Zee
Superintendent I BERNARDS

From: William Van Zee
Sent: Monday, October 22, 2018 8:08 AM
To: Sahithya Mavillapalli <SMavillapalli@bernards.com>
Subject: FW: CMST 12 strap installation

Sai,
Can you please turn this into an RFI and let me proof this prior to sending?
Thanks

William Van Zee
Superintendent I BERNARDS

From: William Van Zee
Sent: Saturday, October 20, 2018 10:55 AM
To: 'Johnny Ferrante' <ferranteframing@gmail.com>; 'John Ferrante' <jframing@gmail.com>
Cc: Rebecca Miller <RMiller@bernards.com>
Subject: CMST 12 strap installation

Johnny, John,
Please confirm the installation of CMST 12 strap along "E" line, between 7.5 & 11.75 lines as follows: strap under decking from 9.2 to 11.75, using the approved common short nails; strap under decking from 8 line to 9.2, using approved full length 16d commons into 4 x 10,; strap on top of decking from 7.5 line to 8 line using the approved common shorts.
Thank you, and call or email with any questions or concerns.

Will

William Van Zee
Superintendent

BERNARDS

Marshall Elementary School
2900 Thurgood Marshall Drive | Oxnard, CA 93036
T 818.898.1521 | F 818.365.0065 | C 818.282.5264
W www.bernards.com E wvanzee@bernards.com

Follow us on: Twitter | Facebook | LinkedIn | Pinterest | YouTube
Please consider the environment before printing this e-mail.

Time and Material Reports

JFC #4

J.F. Construction Corporation	Date: 10.22.18	Day: Mon
Project: MARSHALL ELEMENTARY SCHOOL OXNARD		
Extra work performed today:	Weather: Sunny	

REMOVED PLYWOOD (2) SHEETS GLUED & NAILED REMOVED 3 BLOCKS, ADDED 1 3/4 LVL (2) WITH NAILING 3-16d 12" O.C. HAD AND PASSED INSPECTION REBLOCKED & SHEETED, NAILED, GLUED FLOOR. REPLACED 3X PLATE AFTER NAILING MASTIC. LINES E - J - 17-19.

Employees

Names		Union	Hours
GREG	SCHOMAKER	2	
EDDIE	RAMIREZ	3.5	
FERNANDO	PEREZ	3.5	
MARIO	AHUMADA	2	

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: [signature]
Signature: [signature]
Print Name:
Date: 10-23-18

Extra Lumber, Hardware Count and Equipment used:

2 - 1 3/4 X 5' L.V.L.
16d NAILS.

Note that the work requested to perform per an RFI, CCD, EOR or IIR deviates from the original plans and are therefore considered additional work to the contract. A representative of Bernard Bros. is required to acknowledge this work prior to JFC commencement of such work per contract documents.

General Contractor | Owner

JFC has completed said work on this T&M ticket and the material and hours have been reviewed and are accurate. [signature] 10-23-18

General Contractor | Owner

JfCONSTRUCTION CORP LIC #791180

1459 THOUSAND OAKS BLVD H4, THOUSAND OAKS, CA
(805)-496-9255 (805)-497-8334

CHANGE ORDER JFC #47

Date: 10-29-18
Project: MARSHALL CLASSROOM
Subject: Rough Carpentry

DESCRIPTION: Provide / installation of additional blocking for 4' of CMST strap at GL 19, E to F. Includes R and R of deck sheat
Time tracked on T&M dated 10-22-18

Sub-Contractor: **J F Construction Corporation**

DESCRIPTION	LABOR			MATERIAL				EQUIPMENT			
ADDED WORK	HRS	RATE	SUB-TOT	QTY	UNIT	U/P	SUB-TOT	QTY	UNIT	U/P	SUB-TOT
1 3/4"x14" LVL				10	LIN	7.40	$ 74.00				
Foreman Labor	2	$ 81.00	$ 162.00								
Labor	9	$ 78.00	$ 702.00								
TOTAL	11		$ 864.00				$ 74.00				
SALES TAX							$ 6.11				
						TOTAL	$ 80.11				$ -

SUB TOTAL ADDITION BEFORE MARK-UP			
	SUBTOTAL		$ 944.11
	SUBCONTRACTORS 15 %		$ 141.62
	(X) COST ( ) CREDIT		
		TOTAL	$ **1,085.72**

GENERAL CONTRACTOR: ACCEPTED BY:

Signature

JfCONSTRUCTION CORP LIC #791180

1459 THOUSAND OAKS BLVD H4, THOUSAND OAKS, CA
(805)-496-9255 (805)-497-8334

CHANGE ORDER JFC #50

Date: 11-2-18
Project: MARSHALL CLASSROOM
Subject: Rough Carpentry

DESCRIPTION: Provide / installation of padding at nailer on GL 20 from J to F per RFI response 301/306 Time tracked on T&M dated 10-17-18

Sub-Contractor: J F Construction Corporation

DESCRIPTION	LABOR			MATERIAL				EQUIPMENT			
ADDED WORK	HRS	RATE	SUB-TOT	QTY	UNIT	U/P	SUB-TOT	QTY	UNIT	U/P	SUB-TOT
3x8 #1 KD DF				20	LIN	6.54	$ 130.80				
Foreman Labor	1	$ 81.00	$ 81.00								
Labor	2.5	$ 78.00	$ 195.00								
TOTAL	3.5		$ 276.00				$ 130.80				
SALES TAX							$ 10.79				
							TOTAL $ 141.59				$ -

SUB TOTAL ADDITION BEFORE MARK-UP			
	SUBTOTAL		$ 417.59
	SUBCONTRACTORS 15 %		$ 62.64
	(X) COST ( ) CREDIT		
		TOTAL	**$ 480.23**

GENERAL CONTRACTOR: ACCEPTED BY:

Signature

Time and Material Reports

JFC#(673)

J.F. Construction Corporation	Date: 10-17-18	Day: WED
Project: MARSHALL E.C.		
Extra work performed today:	Weather: Sunny	
RFI 301	Employees	

Names	Union	Hours
EDUARDO RAMIREZ		1.5
MANUEL SANCHEZ		1
		2.5

- ADD PADDING @ 3X NAILER ON GL 20
- ATTACH WITH SDWS SCREWS

Grid Line 19 @ "F"
RFI 306 Rework of Cust 12 under in Decking

Extra Lumber, Hardware Count and Equipment used:

3X8 - 20 LIN
SDWS - PROVIDED BY BERNARDS

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By: [signature]
Signature: [signature]
Print Name:
Date: 10-23-18

Note that the work requested to perform per an RFI, CCD, EOR or IIR deviates from the original plans and are therefore considered additional work to the contract. A representative of Bernard Bros. is required to acknowledge this work prior to JFC commencement of such work per contract documents.

[signature] 10-23-18

General Contractor | Owner

JFC has completed said work on this T&M ticket and the material and hours have been reviewed and are accurate.

[signature] 10-23-18

General Contractor | Owner

BERNARDS

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 301

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 10-17-18
Discipline: Structural

Subject: 3x Nailer lower at G.L. 20 between "F" & "J"

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-212		

QUESTION

Along G.L. 20, between "F" & "J", the 3x nailer is 1 1/4" low. (see attached photo). Per CCD 26, our padding detail requires 3" embedment into material to be padded. Is it acceptable to use 3" SDWS to attach 1 1/4" material to 3x nailer in this area?

ANSWER

Response:

Structural takes no exception to the use of SDWS screws to attach 1-3/4" DFL material to 3x nailer shown in details 1, 2, and 3/S-600E. Alternatively, at contractor's option, 16d nails as shown in detail 11/S-600A is acceptable.

Responded by David Yoo/NC on 10/19/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
JF Construction Corp	John Ferrante	10/22/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: William Van Zee - Bernards
Submitted By: William Van Zee - Bernards

BERNARDS

REQUEST FOR INFORMATION

RFI No.: 301

To: Jose Arche

Date: 10-17-18

Company: CSDA Design Group

Discipline: Structural

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Subject: 3x Nailer lower at G.L. 20 between "F" & "J"

Response Requested By: 10-24-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-212		

QUESTION

Along G.L. 20, between "F" & "J", the 3x nailer is 1 1/4" low. (see attached photo). Per CCD 26, our padding detail requires 3" embedment into material to be padded. Is it acceptable to use 3" SDWS to attach 1 1/4" material to 3x nailer in this area?

ANSWER

NC Response:

Structural takes no exception to the use of SDWS screws to attach 1-3/4" DFL material to 3x nailer shown in details 1, 2, and 3/S-600E. Alternatively, at contractor's option, 16d nails as shown in detail 11/S-600A is acceptable.

By: DY/NC 10/19/18

Response Provided By: _____ (Name) _____ (Company) _____ (Date)

Question Initiated By: William Van Zee - Bernards

Submitted By: William Van Zee - Bernards

BERNARDS

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 306

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 10-22-18
Discipline: Structural

Subject: Installation of CMST 12 strap

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-212		

QUESTION

1. Please confirm the installation of CMST 12 strap along "E" line, between 7.5 & 11.75 lines as follows: strap under decking from 9.2 to 11.75, using the approved common short nails; strap under decking from 8 line to 9.2, using approved full length 16d commons into 4 x 10,; strap on top of decking from 7.5 line to 8 line using the approved common shorts.

2. Also, Please confirm the installation of CMST 12 strap along grid line 19, between "E".5 and "J".15 Strap to be nailed to "built up" rim joist consisting of 2, 1 ¾"x 14 x 5' PSLs stitch nailed to continuous 1 ¾" x 14" PSL rim joist (detail 7, S600A), using approved 16d shorts, UNDER interior decking, and 3" strap held to inside or west face of "built-up" PSL, allowing 2 ¼" for sole plate screwing from above, from G.L. "E".5 to "F". From G.L. "F" to "J".15, strap to be nailed on TOP of exterior decking along a row of 3 x 4 blocking, using approved 16d shorts.

ANSWER

Response:

1. Structural takes no exception to the general installation of the strap. NC understands short nails to be those specified in Simpson manual (16dx2-1/2" N16 nails). Contractor shall confirm how walls above are being anchored to the supporting framing if strap is being attached to to beams. Contractor should consider providing ledgers beside beams to receive any strap/plywood nailing.
2. Structural takes not exception to the general installation of strap. Contractor shall use full length 16d nails (3-1/2") for creating "built-up" rim joist, shorts (N16) to attach additional 1-3/4" LVL's will not be permitted.

Reponded by David Yoo/NC on 10/23/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
JF Construction Corp	John Ferrante	10/23/2018

BERNARDS

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 306

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 10-22-18
Discipline: Structural

Subject: Installation of CMST 12 strap

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: William Van Zee - Bernards
Submitted By: William Van Zee - Bernards

679

BERNARDS

REQUEST FOR INFORMATION

RFI No.: 306

To: Jose Arche

Date: 10-22-18

Company: CSDA Design Group

Discipline: Structural

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Subject: Installation of CMST 12 strap

Response Requested By: 10-29-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S-212		

QUESTION

1. Please confirm the installation of CMST 12 strap along "E" line, between 7.5 & 11.75 lines as follows: strap under decking from 9.2 to 11.75, using the approved common short nails; strap under decking from 8 line to 9.2, using approved full length 16d commons into 4 x 10,; strap on top of decking from 7.5 line to 8 line using the approved common shorts.

2. Also, Please confirm the installation of CMST 12 strap along grid line 19, between "E".5 and "J".15. Strap to be nailed to "built up" rim joist consisting of 2, 1 ¾"x 14 x 5' PSLs stitch nailed to continuous 1 ¾" x 14" PSL rim joist (detail 7, S600A), using approved 16d shorts, UNDER interior decking, and 3" strap held to inside or west face of "built-up" PSL, allowing 2 ¼" for sole plate screwing from above, from G.L. "E".5 to "F". From G.L. "F" to "J".15, strap to be nailed on TOP of exterior decking along a row of 3 x 4 blocking, using approved 16d shorts.

ANSWER

NC Response:

1. Structural takes no exception to the general installation of the strap. NC understands short nails to be those specified in Simpson manual (16dx2-1/2" N16 nails). Contractor shall confirm how walls above are being anchored to the supporting framing if strap is being attached to to beams. Contractor should consider providing ledgers beside beams to receive any strap/plywood nailing .

2. Structural takes not exception to the general installation of strap. Contractor shall use full length 16d nails (3-1/2") for creating "built-up" rim joist, shorts (N16) to attach additional 1-3/4" LVL's will not be permitted.

By: DY/NC 10/23/18

Response Provided By: _____ J. Arche CSDA 10-23-18

Name Company Date

Question Initiated By: William Van Zee - Bernards

Submitted By: William Van Zee - Bernards

BERNARDS

HOURLY LABOR COST RATES

Sub/Contractor: JF Construction Corp
Date: 2/14/2018
Project: Marshall E.S.
Rate Effective Through: July 1, 2018

Trade: Rough Carpentry
Classification: 6100

Union : [X] Non Union: [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 42.41	$ 63.62	$ 84.82
	Vacation & Holiday Accrual	$ 6.19	$ 6.19	$ 6.19
	Hourly Taxable Wage Costs Subtotal	$ 48.60	$ 69.81	$ 91.01
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 3.01	$ 4.32	$ 5.64
	Medicare	$ 0.70	$ 1.01	$ 1.32
	FUI	$ 0.29	$ 0.42	$ 0.55
	SUI	$ 3.01	$ 4.32	$ 5.64
	Workers Compensation Insurance	$ 8.97	$ 8.97	$ 8.97
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	$ 15.98	$ 19.04	$ 22.12
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.50	$ 7.50	$ 7.50
	Pension & Retirement (or equivalent)	$ 4.91	$ 4.91	$ 4.91
	Training (or equivalent)	$ 1.01	$ 1.01	$ 1.01
	Hourly Benefits Subtotal	$ 13.42	$ 13.42	$ 13.42
	TOTAL HOURLY LABOR COST RATE (A+B+C)	$ 78.00	$ 102.27	$ 126.55

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

T14.05.20

rev. 8/7/06

BERNARDS

CHANGE ORDER REQUEST

COR No. 84 R2

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 7/1/2019

DESCRIPTION OF WORK

CCD 19 - Add (2) angles 7x4x3/8x7 for GLB connection add (3) angles 4x4x1/4x0'-8" per detail 6/S-600D also add (10) 1/4x3x3 plate washers.

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	C. A. Buchen Corp	2,448
	Subtotal:	2,448
Contractual Costs		
Sub Default Insurance		29
CCIP		31
Bond		21
Fee		126
	Subtotal:	207
	Total Change Order Request Amount	**2,655**

APPROVAL

(Please note that if this Change Order Request is not approved by 7/12/2019, additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

C.A. Buchen Corp.

Change Order Backup

To: Bernards Builders

Attn: Rebecca Miller

Regarding project:
Marshal E.S

Job#: SE-A190
Date: 11/20/2018

Request for change order # 24R

Per DSA A# 03-116806 and CCD #019 Not For Construction, RFI 127, 128R and detailer SNC RFI #08 sent 2/1/18: Add (2 angles 7 X 4 X ⅜ X 07 for GLB connection add (3) angles 4 X 4 X 1/4 X 0'-8" per detail 6/S-600D. Also includes (10) 1/4 X 3 X 3 plate washers. All connections not shown on plans. (One) F.O.B. angle 4 X 4 X 1/4 X 0'-8" for framer. Added studs **No Change**. Per CCD #019 approved, add (2) plate saddles F.O.B.

1		*Project coordination*	8	hr @	$ 80.00		$640	
2		*Field measure*		hr @	$ 80.00	4 Hrs	$0	320
3		*Detailing*	8	hr @	$ 80.00		~~$640~~	
4		*Foreman Standard*		hr @	$ 91.85		$0	
5		*Foreman Overtime*		hr @	$ 121.02		$0	
6		*Journeyman Standard*		hr @	$ 86.80		$0	
7		*Journeyman Overtime*			$ 113.44		$0	
8		*Shop labor*	9	hr @	$ 86.80		$781	
9	*Materials:*	# W.F			$ 0.60	/lb	$0	
10		# PL/HSS	45		$ 0.75	/lb	$34	
11		Angles	38		$ 0.75		$29	
12		M. Channel			$ 1.00		$0	
13		*Galvanizing*		Lb	$ 1.00	/lb	$0	
14		*Zinc Primer*		Lb	$ 1.00	/lb	$0	
15	*Buy outs:*	Cane Bolts			$ -		$0	
16		Casters			$ -		$0	
17		Hinges			$ -		$0	
18		Deck			$ -		$0	
19		Mesh Panels			$ -		$0	
20		*Delivery&Pickup*	1	round trip	$ 320.00		$320	
21		*Semi Delivery*		round trip	$1,100.00		$0	
22		*Crane*		hr @	$ -	varies	$0	
23		*Crane in/out*			$ -	vary per crane size	$0	
24		*Man lift*		day @	$ -	varies	$0	
25		*8K - Fork lift*		day @	$ 300.00	plus delivery	$0	
26	*Field equip:*	*Stick weld*		hr @	$ 20.00	(250cc)	$0	
27		*Innershield*		hr @	$ 25.00	(300- 400cc)	$0	
28		*F.P. inshield*		hr @	$ 25.00	(650cc)	$0	
29		*Snap off gun*		hr @	$ 80.00		$0	
30		*Working field truck w/tools*		hr @	$ 25.00	Field equip & Rigging	$0	
31		*Air compressor*		day @	$ 100.00		$0	
32		*Burning outfit*		day @	$ 105.00		$0	
33		*Special equipment*		hr @	$ 9.00	Air-arc	$0	
34		*Special equipment*		day @	$ 70.00	Fire blanket shield	$0	
						Subtotal	~~$2,443~~	$2,123
		Tax on materials & galvanizing (9.5%)					$6	
		Profit & Overhead			15%		$367	319.35
						Total this change order	**$2,817**	2,448.35

DSA

683

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. ☒A / ☐B, #:019	Date Submitted:02/26/18	Attached Pages?: ☐No ☒Yes (07 pages)
For CCD Cat. B, this is a ☐ voluntary submittal, ☐ 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
☐ 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: 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 this project.

Brief description of construction change (attach additional sheets if needed):
Partial plan to denote location where new detail is to be applied. New details provides clarification on design intent of framing connection. SSK -CCD019-001, SSK -CCD019-02 AND SSK-CCD019-03 new detail as approved by SEOR.

Minor clarification was applied to Detail B/SSK-CCD019-03

List of DSA approved drawings affected by this CCD: S-212,4/S-700A & 6/S-600D

DSA USE ONLY

SSS A. Widjaja Date 03/17/2018 (Approved) / Disapproved / Not Req'd

FLS X Date _____ Approved / Disapproved (Not Req'd)

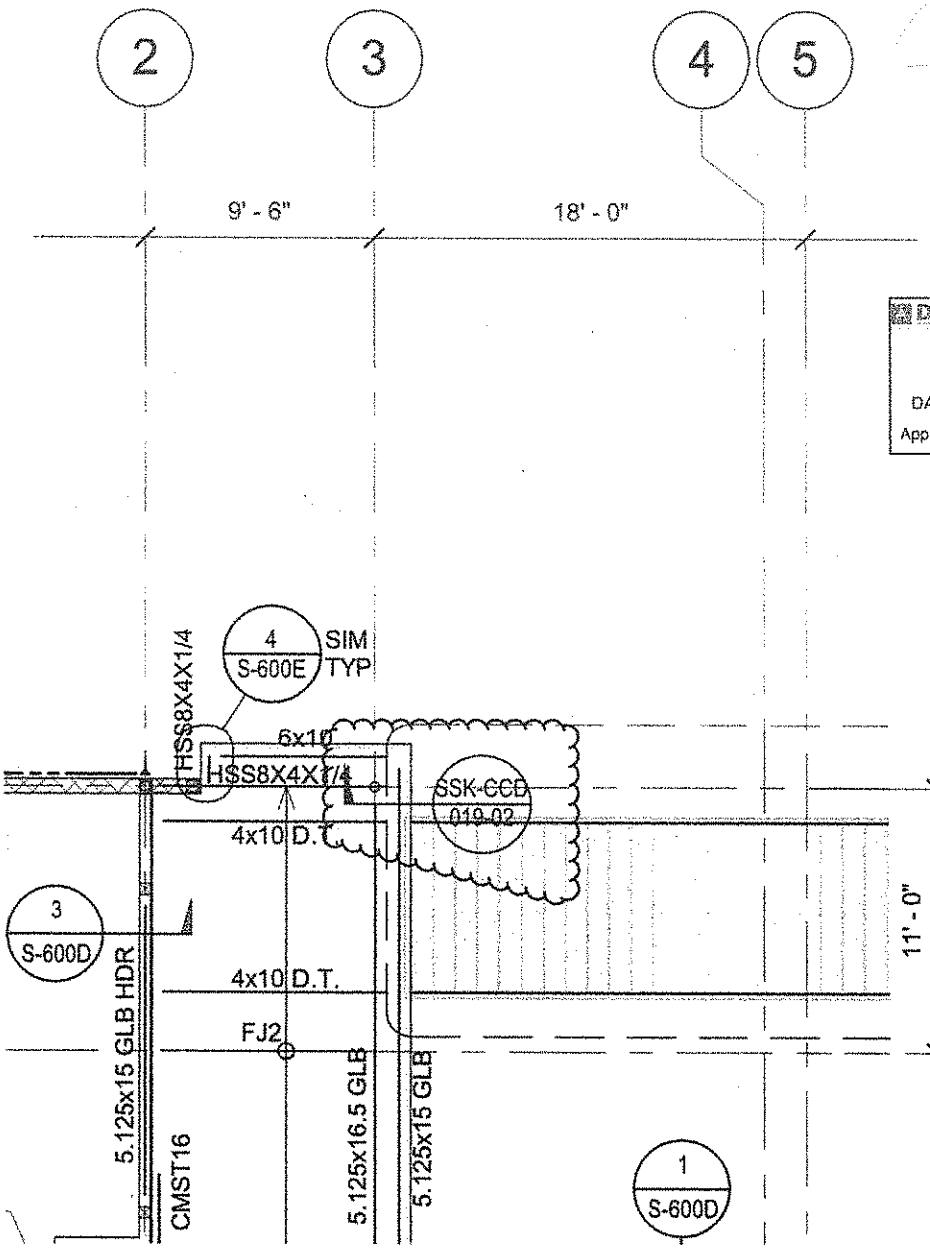
ACS X Date _____ Approved / Disapproved (Not Req'd)

Remarks: DSA APPROVAL FOR "CLOUDED" PORTION ONLY.

For business office use only
Date Sent
Return By
Delivery Method

DSA Stamp

DSA APPROVED AWidjaja
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 03/17/2018
Appl. No: 03-116806_140_19_SSS.pdf



REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA

DSA APPROVED AWidjaja
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 03/17/2018
Appl. No: 03-116806_140_19_SSS.pdf

PARTIAL PLAN

1 2ND FLOOR FRAMING PLAN
SCALE : 1/8" = 1'-0"

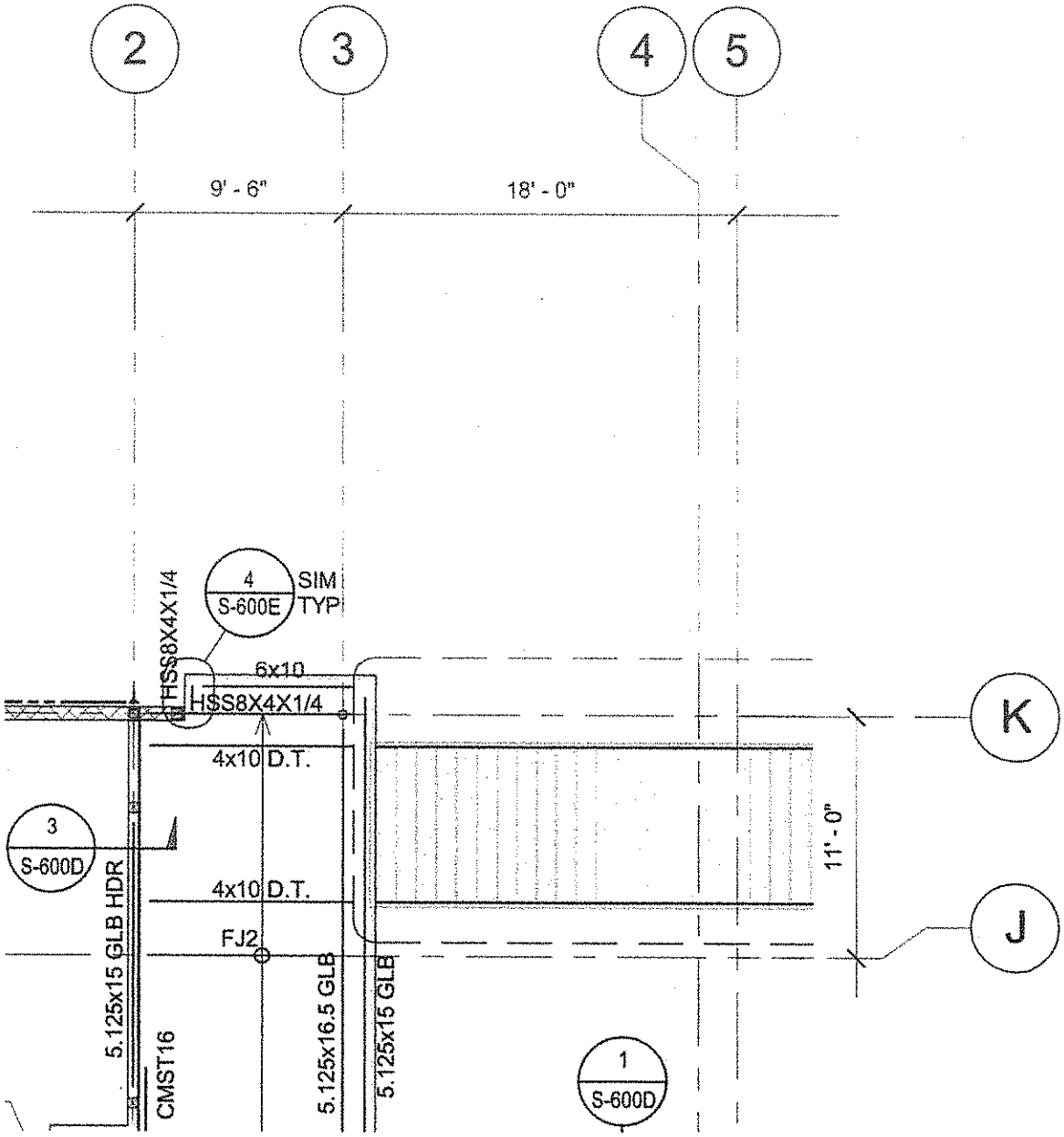
Description of change:
Partial plan to denote location where new detail is to be applied. New detail provides clarification on design intent of framing connection.

referenced drawings/details: 1/S-212

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

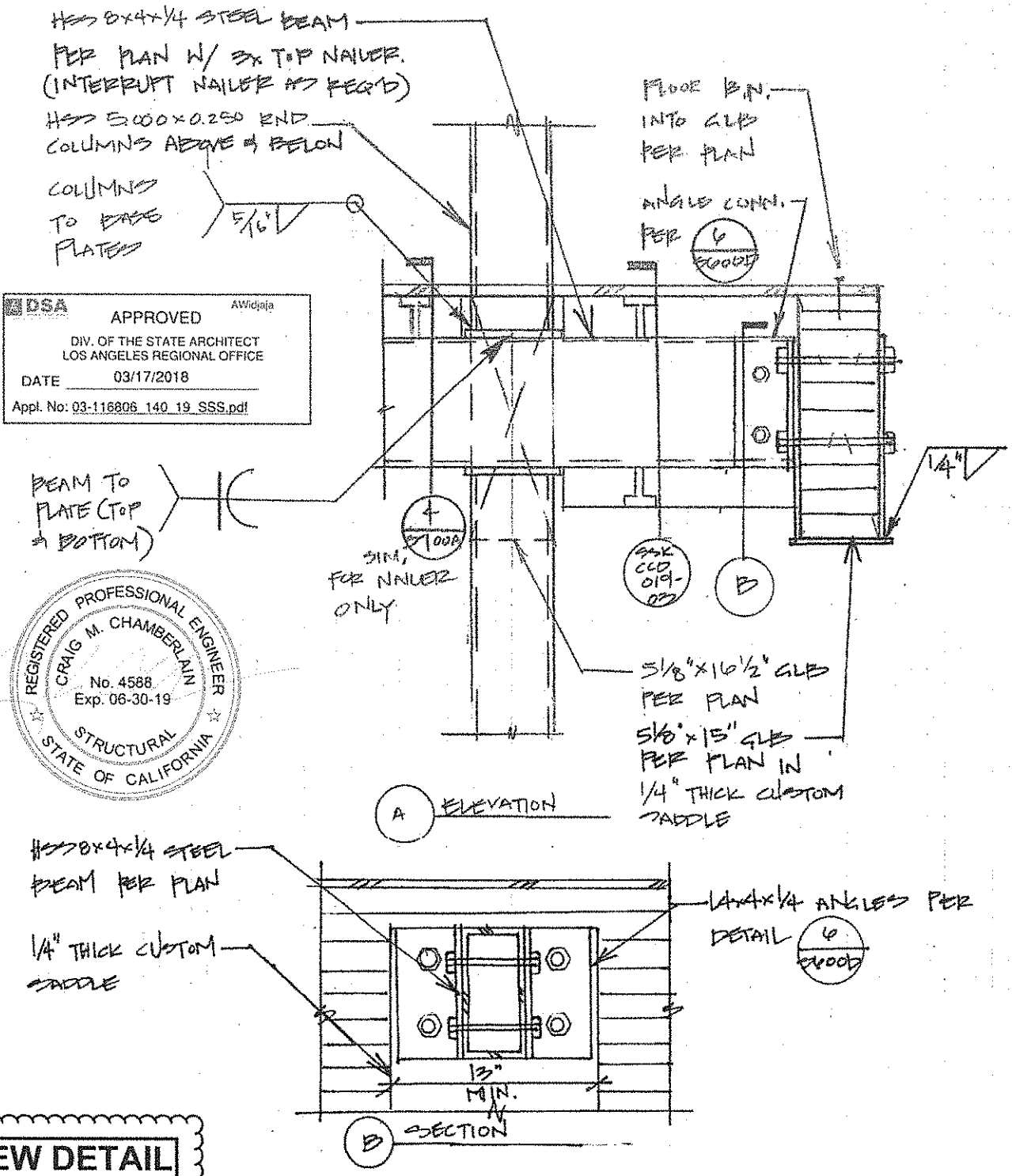
CSDA PROJECT #: 1534.01	SHEET:	01 OF 03	CSDA DESIGN GROUP
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE:	1/S-212	
	SCALE:	1/8"=1'-0"	
	DATE:	03/06/2018	
DSA A# 03-116806	Title of sheet Partial Plan of 2nd Floor Walkway	**CCD #019**	**SSK-CCD019-01**

DSA A# 03-116806
CCD#019 685
SHEET 01 OF 04



1 2ND FLOOR FRAMING PLAN
SCALE : 1/8" = 1'-0"

PARTIAL PLAN SHEET S-212
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)



NEW DETAIL

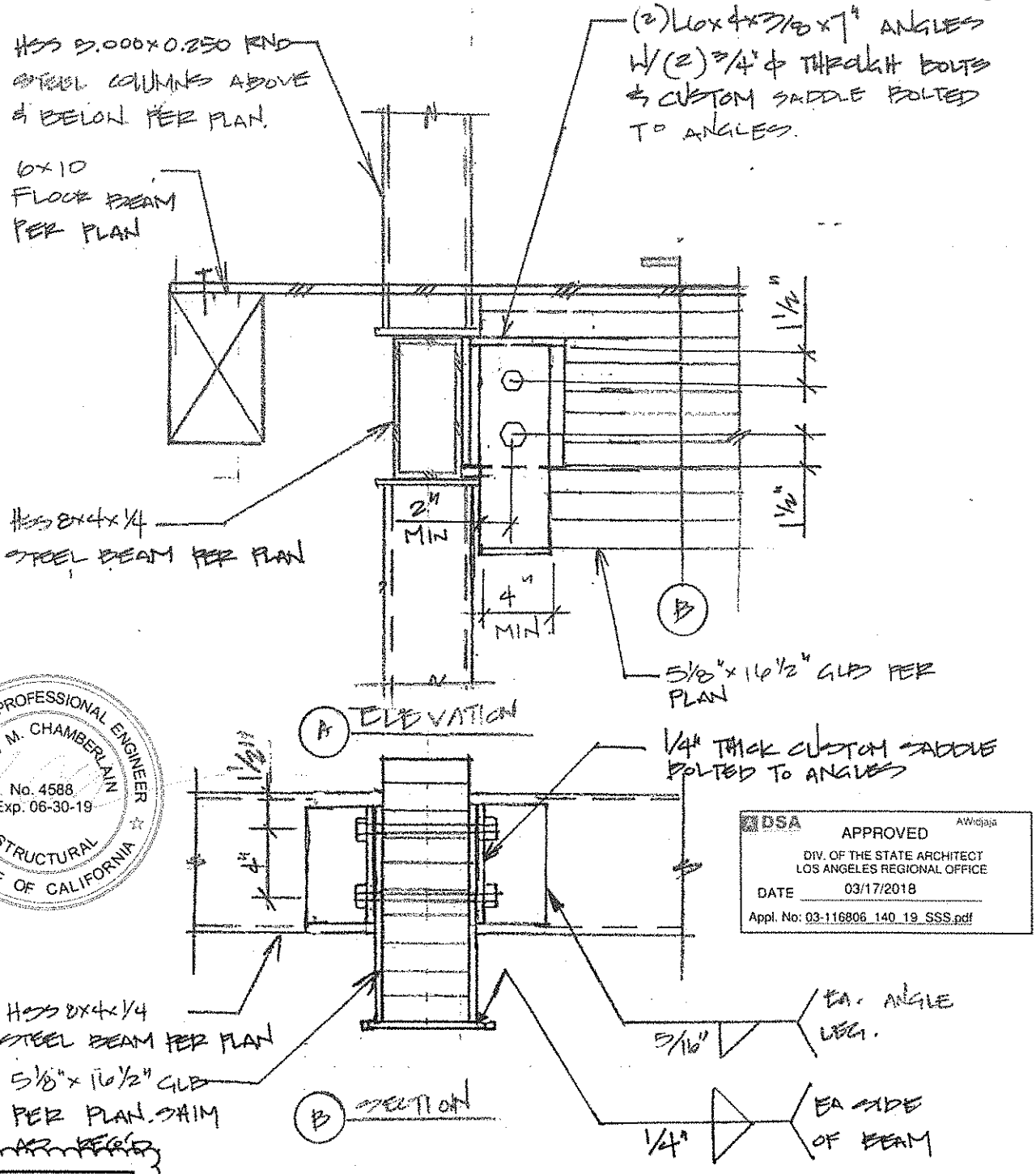
Description of change:

New detail provides clarification on design intent of connection between HSS beam and GLB beams.

referenced drawings/details: 1/S-212, 4/S-700A, 6/S-600D, SSK-CCD019-03

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

CSDA PROJECT #: 1534.01	SHEET: 02 OF 03	CSDA DESIGN GROUP	
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: SSK-CCD019-01 SCALE: N.T.S. DATE: 03/06/2018		
DSA A# 03-116806	Title of sheet: Framing Section at 2nd Floor Walkway	**CCD #019**	**SSK-CCD019-02**



REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA

DSA APPROVED AWdjaja
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 03/17/2018
Appl. No: 03-116806 140 19 SSS.pdf

NEW DETAIL

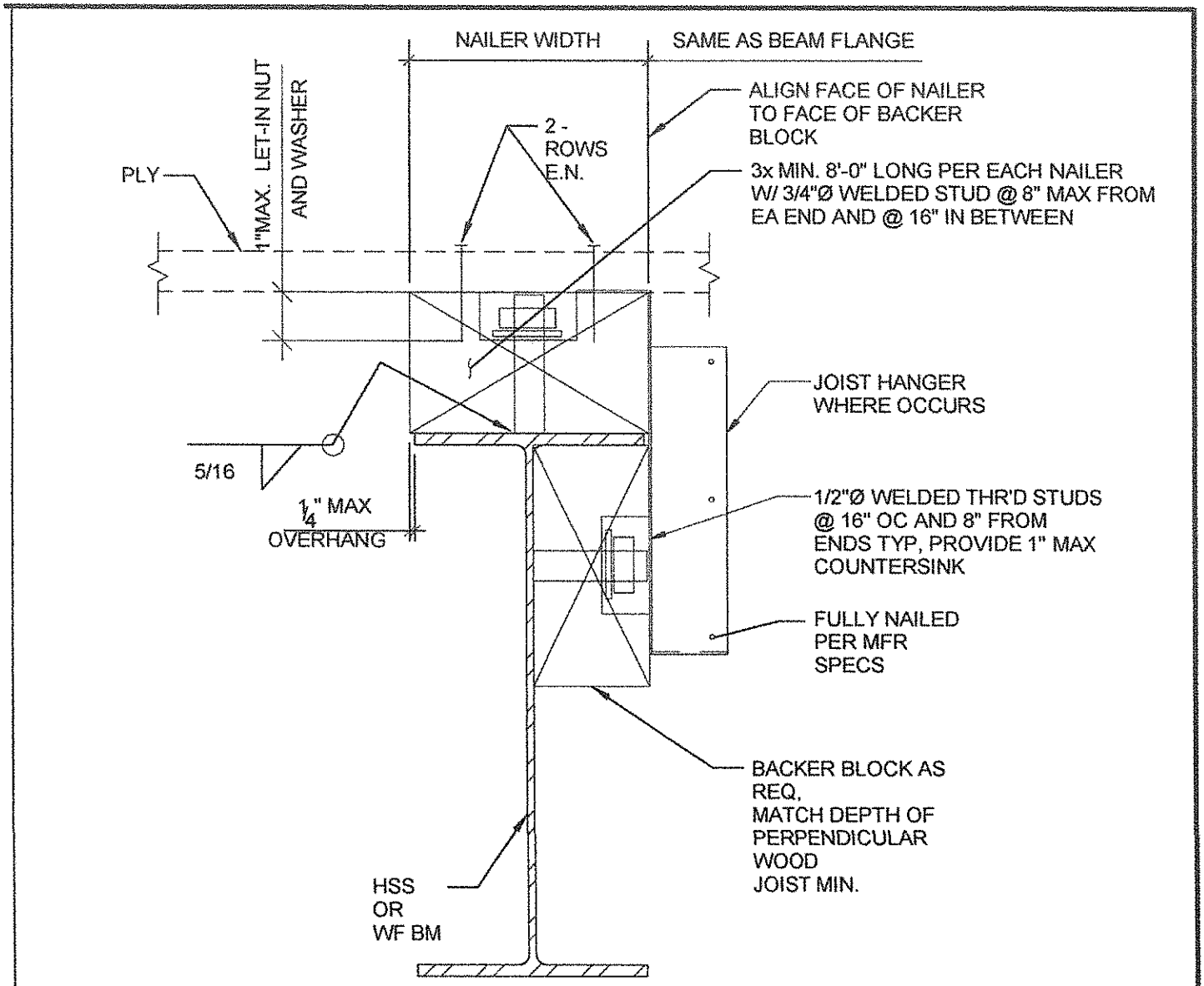
~~Description of change:~~

New detail provides clarification on design intent of connection GLB to HSS at location of stacking HSS columns.

referenced drawings/details: 1/S-212, SSK-CCD019-01

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

CSDA PROJECT #: 1534.01	SHEET: 03 OF 03		CSDA DESIGN GROUP
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: 1/S-212 SCALE: N.T.S. DATE: 03/06/2018		
DSA A# 03-116806	Title of sheet Connection at 2nd Floor Walkway	**CCD #019**	**SSK-CCD019-03**

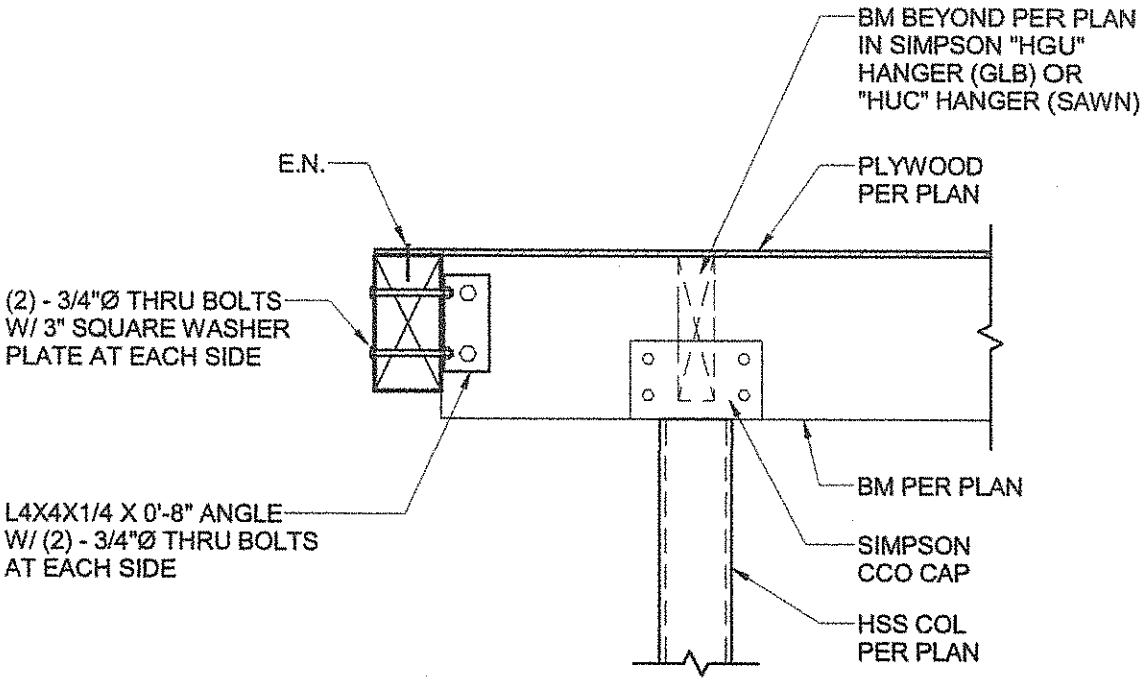


4 TYPICAL NAILER AT STEEL BEAM

NTS

DETAIL 4/S-700A
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

DSA A# 03-116806
CCD#019 689
SHEET 03 OF 04



6 CONT BM TO CANTILEVER CONNECTION

3/4" = 1'-0"

DETAIL 6/S-600D
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

FIELD IRONWORKERS LABOR RATES (STRUCTURAL STEEL)
thru 12/31/18

CLASSIFICATION: FOREMAN *6/25/2018*
EFFECTIVE Jul 1, 2018 thru Dec 31, 2018

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
WAGE RATES	41.80	62.70	83.60
VACATION	4.55	4.55	4.55
SUBTOTAL BASIC RATES	**46.350**	**67.250**	**88.150**
PAYROLL TAXES			
FICA (6.2%)	2.87	4.17	5.47
MEDICARE (1.45%)	0.67	0.98	1.28
FUTA (.60%)	0.28	0.40	0.53
SUTA (6.20%)	2.87	4.17	5.47
ETT (0%)	0.00	0.00	0.00
SUBTOTAL PAYROLL TAXES (14.45%)	**6.70**	**9.72**	**12.74**
WORKMEN'S COMP (19%)	8.62	12.51	16.40
GENERAL LIABILITY (8%)	3.28	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	2.91	2.91	2.91
MISC	0.405	0.405	0.405
SUBTOTAL BENEFITS (65%)	**26.905**	**26.905**	**26.905**
ACTUAL COST PER LABOR HOUR	**91.85**	**121.02**	**150.27**

Note: All equipment will be charged at standard rental rates + 15%

FIELD IRONWORKERS LABOR RATES (STRUCTURAL STEEL)
thru 12/31/18

CLASSIFICATION: JOURNEYMAN *6/25/2018*
EFFECTIVE Jul 1, 2018 thru Dec 31, 2018

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
WAGE RATES	38.00	57.00	76.00
VACATION	4.55	4.55	4.55
SUBTOTAL BASIC RATES	**42.550**	**61.550**	**80.550**
PAYROLL TAXES			
FICA (6.2%)	2.64	3.82	4.99
MEDICARE (1.45%)	0.62	0.89	1.17
FUTA (.60%)	0.26	0.37	0.48
SUTA (6.20%)	2.64	3.82	4.99
ETT (0%)	0.00	0.00	0.00
SUBTOTAL PAYROLL TAXES (14.45%)	**6.15**	**8.89**	**11.64**
WORKMEN'S COMP (19%)	7.91	11.45	14.98
GENERAL LIABILITY (8%)	3.28	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	2.91	2.91	2.91
MISC	0.405	0.405	0.405
SUBTOTAL BENEFITS (65%)	**26.905**	**26.905**	**26.905**
ACTUAL COST PER LABOR HOUR	**86.80**	**113.44**	**140.16**

Note: All equipment will be charged at standard rental rates + 15%

BERNARDS

CHANGE ORDER REQUEST

COR No. 98 R2

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 7/1/2019

DESCRIPTION OF WORK

Work Per CCD 30 and CCD 31 - Modify connection for the header to door opening due to space limitation and shifting shear walls as noted on CCD 24. Modify connection of floor joist to steel beam due to current height of steel beam.

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
work scope CCD 30,31	JF Construction Corp	3,500
	Subtotal:	3,500
Contractual Costs		
Sub Default Insurance		42
CCIP		44
Bond		30
Fee		181
	Subtotal:	297
	Total Change Order Request Amount	**3,797**

APPROVAL

(Please note that if this Change Order Request is not approved by 7/12/2019, additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

JfCONSTRUCTION CORP LIC #791180

1459 THOUSAND OAKS BLVD H4, THOUSAND OAKS, CA
(805)-496-9255 (805)-497-8334

CHANGE ORDER JFC #60

Date: 12-5-18

DESCRIPTION: Provide / installation of scope of work per CCD 30 and 31.

Project: MARSHALL CLASSROOM

Subject: Rough Carpentry

Work performed on T&M basis dated 9-10, 9-11 and 10-13

Sub-Contractor: **J F Construction Corporation**

DESCRIPTION	LABOR			MATERIAL				EQUIPMENT			
ADDED WORK	HRS	RATE	SUB-TOT	QTY	UNIT	U/P	SUB-TOT	QTY	UNIT	U/P	SUB-TOT
5 1/8"x15 GLB				8	LIN	21.99	$ 175.92				
3 1/2"x14" LVL				8	LIN	13.99	$ 111.92				
6x6 DF #1 KD				12	LIN	8.64	$ 103.68				
4x6 DF #1 KD				8	LIN	5.18	$ 41.44				
3x10 DF #1 KD				6	LIN	8.55	$ 51.30				
CMST14				1	EA	150.08	$ 150.08				
CCQ56				2	EA	137.05	$ 274.10				
ECCQ56				1	EA	96.48	$ 96.48				
19' Scissor Lift								1	Week	$ 343.25	$ 343.25
Foreman Labor	6.5	$ 81.00	$ 526.50								
Labor	28.5	$ 78.00	$ 2,223.00								
TOTAL	35		$ 2,749.50				$ 1,004.92				$ 343.25
SALES TAX							$ 82.91				$ 26.60
						TOTAL	$ 1,087.83				$ 369.85

SUB TOTAL ADDITION BEFORE MARK-UP

SUBTOTAL			$ 4,207.18
SUBCONTRACTORS 15 %			$ 631.08

(X) COST ( ) CREDIT

TOTAL $ ~~4,838.25~~ $ 3,500

GENERAL CONTRACTOR: ACCEPTED BY:

Signature

Time and Material Reports

J.F. Construction Corporation	Date: 9.10.18	Day: Mon
Project: Marshall Elementary School Oxnard		
Work performed today:	Weather: Sunny	

CCD 31

Employees

Names	Union	Hours
Louis Delatorre	5.5	
Mario Ahumada	5.5	
Fernando Gonzalez	5.5	
Johnny Ferrante	2	

Extra Work/Lumber And Hardware Count

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: [signature]
Signature: [signature]
Print Name:
Date: 09-12-18

Other crafts / Contractors that effect our work

Equipment used today-owned / rented

Extra work performed today:

Materials delivered

Time + material verified
merit to be determined
by CFW

[signature]
9/12/18

Time and Material Reports

J.F. Construction Corporation	Date: 9.11.18	Day: TUE
Project: MANHASSET ELEMENTARY School EXPANSION		
Work performed today:	Weather: Sunny	
	Employees	
CCD 31 -30		
	Names	Union / Hours
	GREG SCHOMMER	3
	LOUIS DELATORRE	3
	MARIO ALTAMIRANO	3
	FERNANDO GONZALES	3
Extra Work/Lumber And Hardware Count		
1-ECCQ 66		
1-ECCQ 56		
8-3/4 x 7 1/2 BOLTS		
8-3/4 NUTS.		
Other crafts / Contractors that effect our work		
	Equipment used today-owned / rented	
Extra work performed today:	Materials delivered	
	Time + Material verified merit to be determined by CFW	

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By: LUIZ
Signature:
Print Name:
Date:

9/12/18

Time and Material Reports

J.F. Construction Corporation	Date: 10-13-18	Day: SATURDAY
Project: MARSHALL, E.S.		
Extra work performed today:	Weather: Sunny	
CCD 30		
	Employees	

- CONNECTION OF 5 1/8 x 21 GLB TO FCCD @ GL. F & 17
- ~~FCCD~~ NEEDED TO BE REMOVED & REINSTALLED TO FIT GLB

Names		Union	Hours
GREG	SCHOMAKER		1.5
LUIS	DELATORRE		1.5
MARIO	AHUMADA		1.5
	TOTAL		4.5

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By: [signature]
Signature: [signature]
Print Name:
Date: 10-17-18

Extra Lumber, Hardware Count and Equipment used:

SKY TRAK - 1

SCISSORLIFT - 1

FOR WAS NOT PRESENT "ON SITE" ON SATURDAY 10-13 SO "COULD NOT VERIFY" WORK WAS DONE. ALSO THAT IT IS CONTRACTORS FAULT THIS WORK WAS OUT OF SEQUENCE

Note that the work requested to perform per an RFI, CCD, EOR or IIR deviates from the original plans and are therefore considered additional work to the contract. A representative of Bernard Bros. is required to acknowledge this work prior to JFC commencement of such work per contract documents.

[signature] 10-17-18

General Contractor	Owner

JFC has completed said work on this T&M ticket and the material and hours have been reviewed and are accurate.

[signature] 10-17-18

General Contractor	Owner

BERNARDS

HOURLY LABOR COST RATES

Sub/Contractor: JF Construction Corp
Date: 2/14/2018
Project: Marshall E.S.
Rate Effective Through: July 1, 2018

Trade: Rough Carpentry
Classification: 6100

Union : [X] Non Union: [ ]

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 42.41	$ 63.62	$ 84.82
Vacation & Holiday Accrual	$ 6.19	$ 6.19	$ 6.19
Hourly Taxable Wage Costs Subtotal	$ 48.60	$ 69.81	$ 91.01
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 3.01	$ 4.32	$ 5.64
Medicare	$ 0.70	$ 1.01	$ 1.32
FUI	$ 0.29	$ 0.42	$ 0.55
SUI	$ 3.01	$ 4.32	$ 5.64
Workers Compensation Insurance	$ 8.97	$ 8.97	$ 8.97
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	$ 15.98	$ 19.04	$ 22.12
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 7.50	$ 7.50	$ 7.50
Pension & Retirement (or equivalent)	$ 4.91	$ 4.91	$ 4.91
Training (or equivalent)	$ 1.01	$ 1.01	$ 1.01
Hourly Benefits Subtotal	$ 13.42	$ 13.42	$ 13.42
TOTAL HOURLY LABOR COST RATE (A+B+C)	$ 78.00	$ 102.27	$ 126.55

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

114.05.26

rev. 8/7/06

DSA

140 698

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. ☒A / ☐B, #030	Date Submitted: 08/06/18	Attached Pages?: ☐No ☒Yes (11 pages)
For CCD Cat. B, this is a ☐ voluntary submittal, ☐ 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
☐ 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: 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 this project.

Brief description of construction change (attach additional sheets if needed):
Modify connection for the header to door opening due to space limitation and shifting shearwalls as noted on approved CCD024.
SSK-CCD030-01, SSK-CCD030-02 AND SSK-030-03 with calculations to support connection.

List of DSA approved drawings affected by this CCD: partila plans S-212, S-213 & 4/S-700A

DSA USE ONLY

SSS_____Date_____ Approved / Disapproved / Not Req'd

FLS_____Date_____ Approved / Disapproved / Not Req'd

ACS_____Date_____ Approved / Disapproved / Not Req'd

Remarks_____

For business office use only
Date Sent_____
Return By_____
Delivery Method_____

DSA Stamp dconnoll

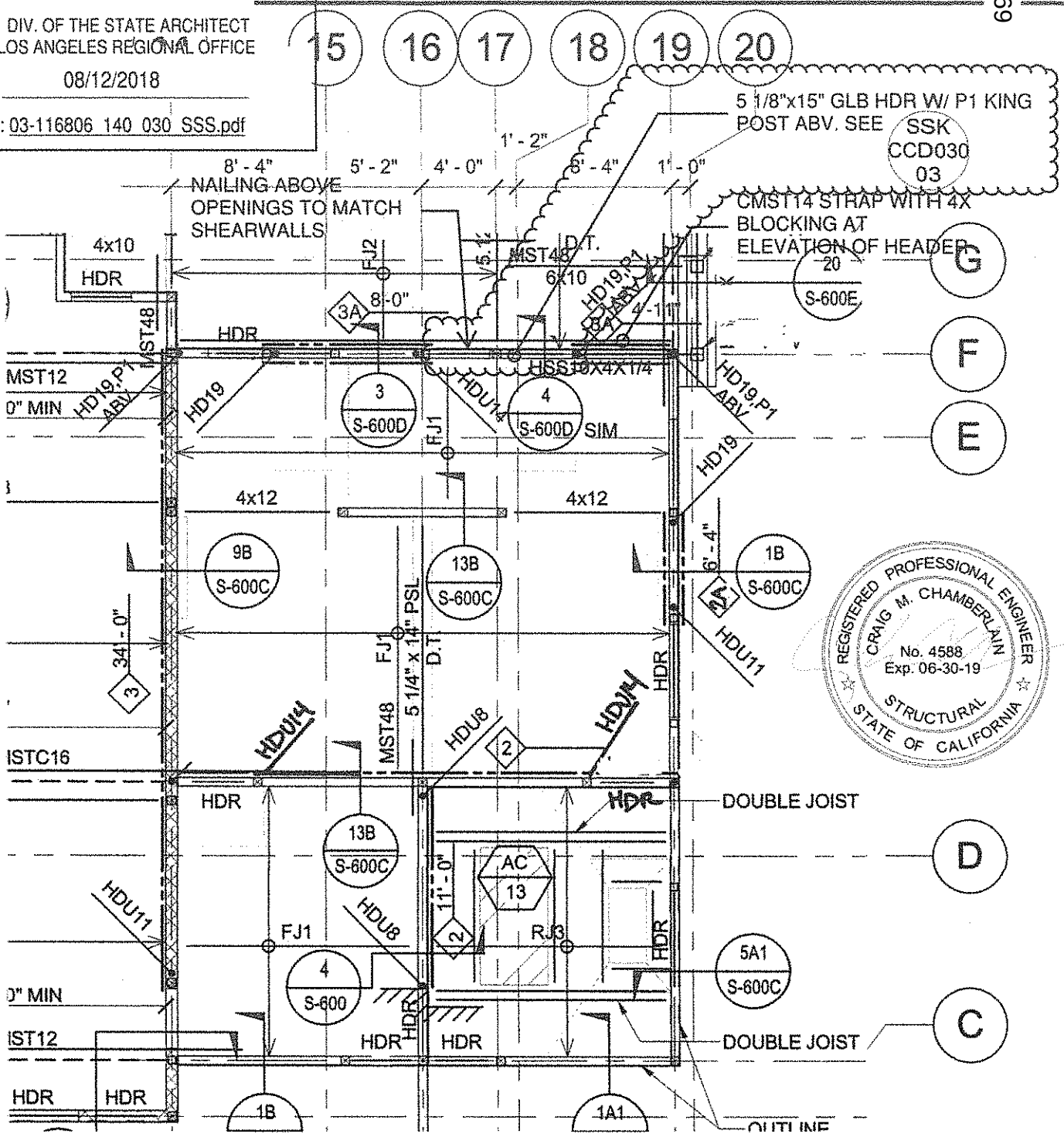
APPROVED

DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

DATE 08/12/2018

Appl. No: 03-116806_140_030_SSS.pdf

DSA
APPROVED
dconnoli
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 08/12/2018
Appl. No: 03-116806 140 030 SSS.pdf



REVISED PARTIAL PLAN

Description of change:

Partial plan that denotes location of revised header for door openings due to space limitations.

referenced drawings/details: S-212, SSK-CCD030-03

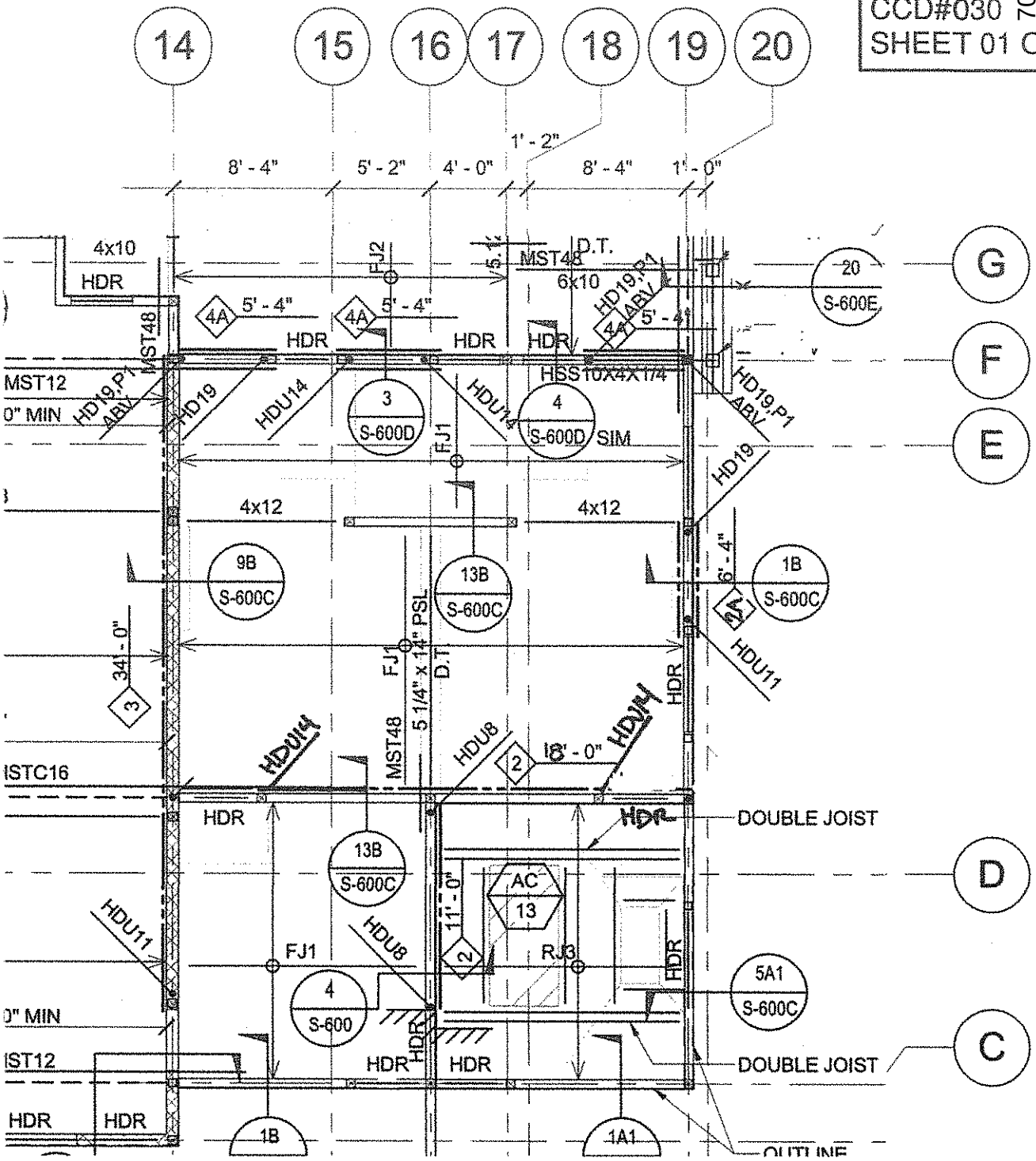
NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

CSDA PROJECT #:	1534.01
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	
SHEET:	01 OF 03
DRAWING REFERENCE:	S-212
SCALE:	1/8"=1'-0"
DATE:	08/01//2018

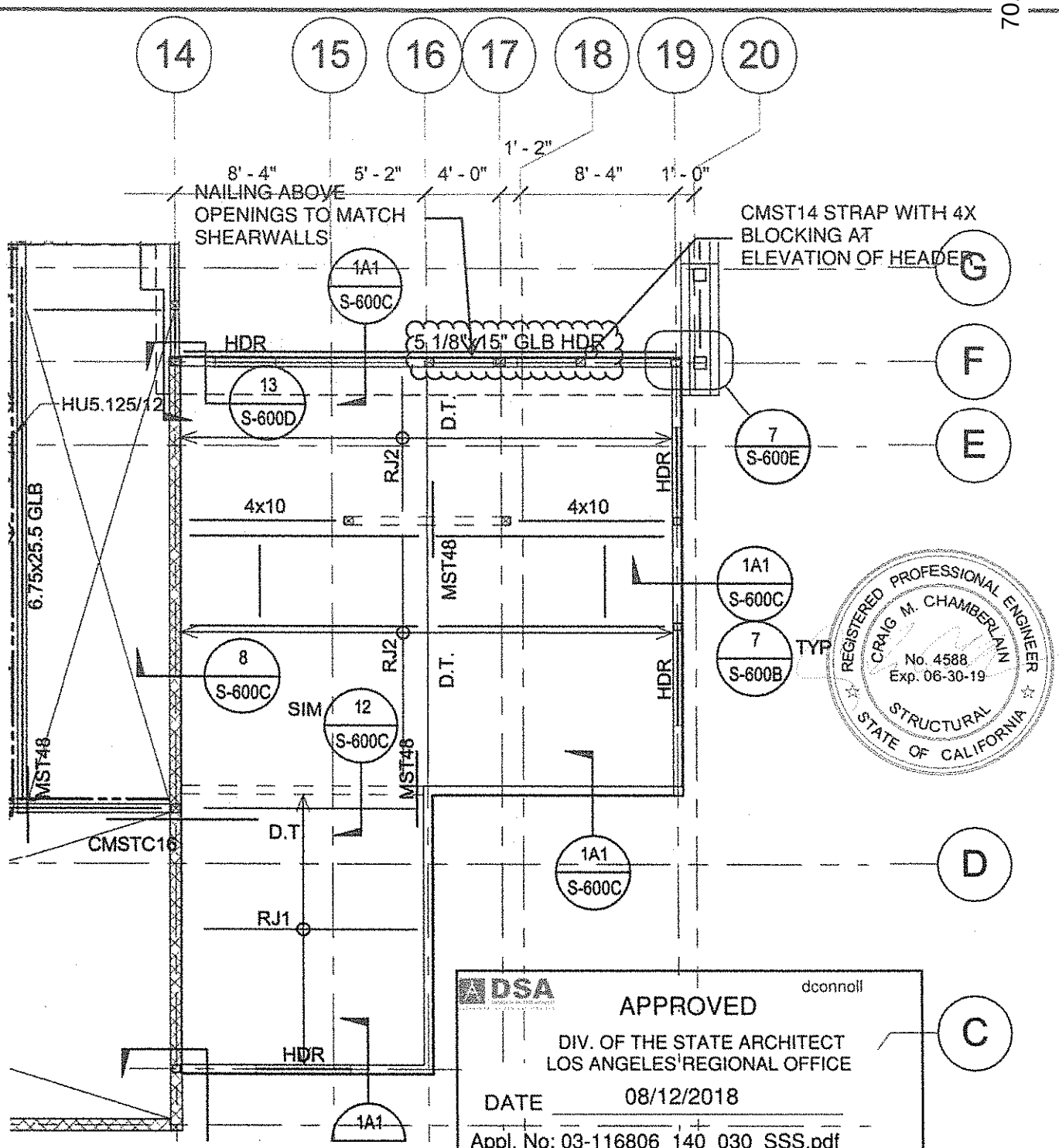
CSDA DESIGN GROUP

DSA A# 03-116806	Title of sheet New Header over Door Entries	CCD #030	SSK-CCD030-01

DSA A# 03-116806
CCD#030 700
SHEET 01 OF 02



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

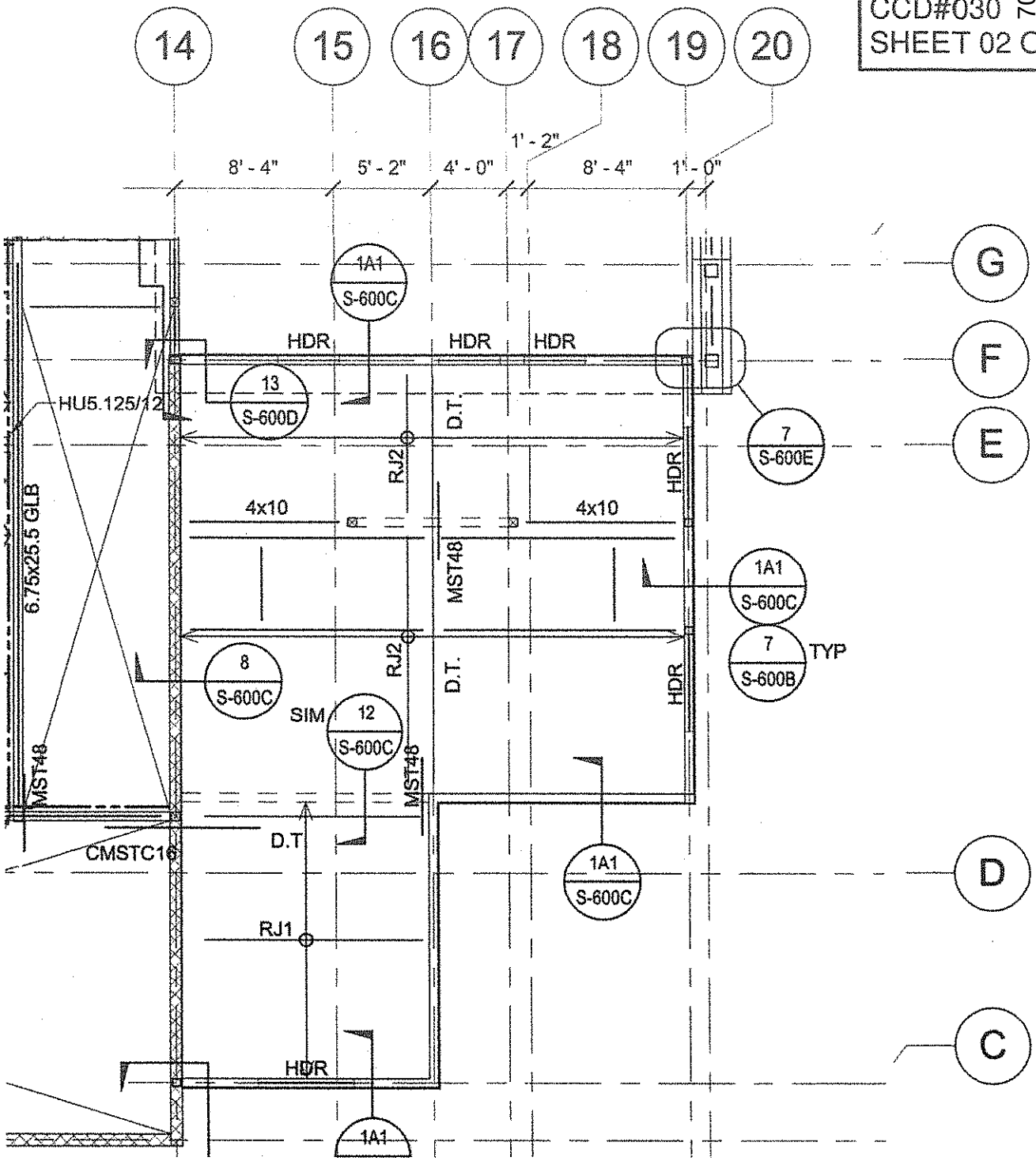
NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

CSDA PROJECT #:	1534.01
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	
SHEET:	02 OF 03
DRAWING REFERENCE:	S-213
SCALE:	1/8"=1'-0"
DATE:	08/01/2018

CSDA DESIGN GROUP

DSA A# 03-116806	Title of sheet Revised Header Location at Low Roof	CCD #030	SSK-CCD030-02

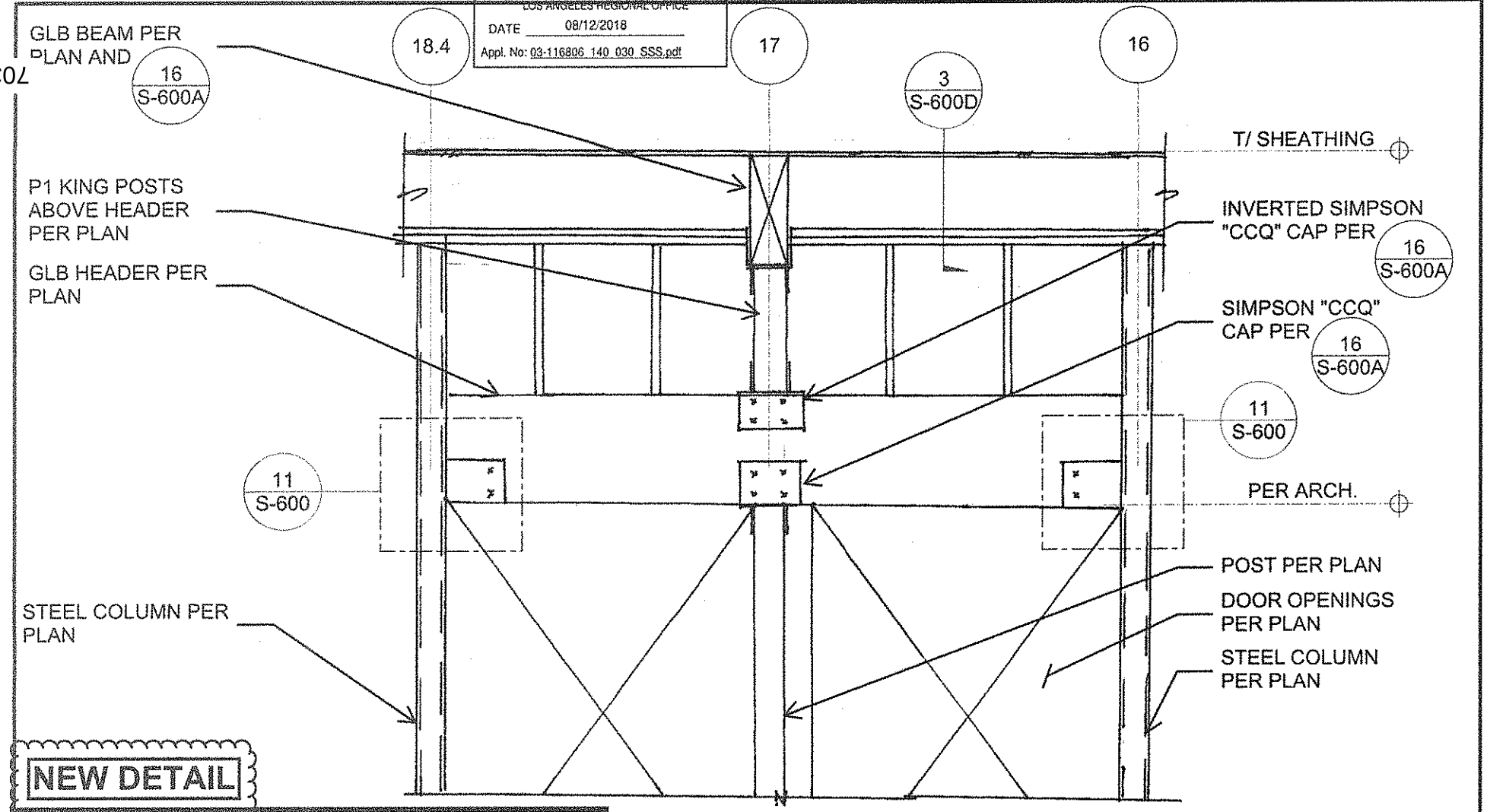
DSA A# 02-116806
CCD#030 702
SHEET 02 OF 02



PARTIAL PLAN SHEET S213
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

DSA APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 08/12/2018
Appl. No: 03-116806_140_030_SSS.pdf

703



ELEVATION VIEW

NEW DETAIL

Description of change:
Header revised to glulam and new connections provided due to space limitations.

referenced drawings/details: SSK-CCD030-01, 11/S-600, 16/S-600A, 3/S-600D

CSDA PROJECT #: 1534.01	SHEET: 03 OF 03	NISHKIAN CHAMBERLAIN CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919	CSDA DESIGN GROUP
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: SSK-CCD030-01 SCALE: NTS DATE: 08/01/2018	NC PROJECT #: 40340	
DSA A# 03-116806	Title of sheet: Revised Header and Connection	CCD # 030	SSK-CCD030-03

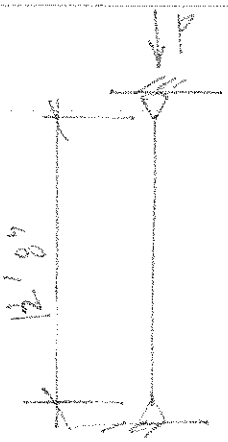
CCD030
CALCULATIONS

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 40340 705
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 08.03.18
CHECKED BY _____ DATE _____
SCALE _____

CCD 030 CALCULATIONS

POST DESIGN



$P = 0.5 \times 8.17' \times \{0.5 \times 8.5' \times [24.0\ psf\ (D) + 20.0\ psf\ (L_r)]\}$

$+ 0.5 \times 8.17' \times \{0.5 \times 8.5' \times [32.0\ psf\ (D) + 50.0\ psf\ (L)]\}$

$+ 0.25 \times 281\ sf \times [24.0\ psf\ (D) + 80.0\ psf\ (L)]$

$+ 0.25 \times 157\ sf \times [24.0\ psf\ (D) + 80.0\ psf\ (L)]$

$= 4.08' \times [238\ lb/'\ (D) + 85\ lb/'\ (L_r) + 213\ lb/'\ (L)]$

$+ 2.39^k (D) + 5.62^k (L)$

$+ 1.33^k (D) + 3.14^k (L)$

$= 0.97^k (D) + 0.35^k (L_r) + 0.87^k (L)$

$+ 2.39^k (D) + 5.62^k (L)$

$+ 1.33^k (D) + 3.14^k (L)$

$P = 4.69^k (D) + 0.35^k (L_r) + 9.63^k (L)$

Use 6x6 DFL #1 post

Wood Column

File = V:\40340 - Oxnard USD - Marshall ES\Const Admin\Calculations\40340 - Oxnard - CCD Calculations.ec6

Lic. #: KW-9600912[illegible] Licensee : NISHKIAN CHAMBERLAIN

Description : Post Design

Code References

Calculations per NDS 2015, IBC 2015, CBC 2016, ASCE 7-10
Load Combinations Used : IBC 2018

General Information

Analysis Method :	Allowable Stress Design		
End Fixities	Top & Bottom Pinned		
Overall Column Height	12.67 ft		
(Used for non-slender calculations)			
Wood Species	Douglas Fir - Larch		
Wood Grade	No.1		
Fb +	1200 psi	Fv	170 psi
Fb -	1200 psi	Ft	825 psi
Fc - Prll	1000 psi	Density	31.2 pcf
Fc - Perp	625 psi		

E : Modulus of Elasticity . . .	x-x Bending	y-y Bending	Axial
Basic	1600	1600	1600 ksi
Minimum	580	580	

Wood Section Name	6x6		
Wood Grading/Manuf.	Graded Lumber		
Wood Member Type	Sawn		
Exact Width	5.50 in	Allow Stress Modification Factors	
Exact Depth	5.50 in	Cf or Cv for Bending	1.0
Area	30.250 in^2	Cf or Cv for Compression	1.0
Ix	76.255 in^4	Cf or Cv for Tension	1.0
Iy	76.255 in^4	Cm : Wet Use Factor	1.0
		Ct : Temperature Factor	1.0
		Cfu : Flat Use Factor	1.0
		Kf : Built-up columns	1.0 *NDS 15.3.2*
		Use Cr : Repetitive ?	No

Brace condition for deflection (buckling) along columns :
X-X (width) axis : Fully braced against buckling along X-X Axis
Y-Y (depth) axis : Unbraced Length for Y-Y Axis buckling = 12.67 ft, K = 1.0

Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Column self weight included : 83.041 lbs * Dead Load Factor
AXIAL LOADS . . .
Axial Load at 12.670 ft, D = 4.690, Lr = 0.350, L = 9.630 k

DESIGN SUMMARY

Bending & Shear Check Results

PASS	Max. Axial+Bending Stress Ratio =	0.9251 : 1
	Load Combination	+D+L+H
	Governing NDS Forumla	Comp Only, fc/Fc'
	Location of max.above base	0.0 ft
	At maximum location values are . . .	
	Applied Axial	14.403 k
	Applied Mx	0.0 k-ft
	Applied My	0.0 k-ft
	Fc : Allowable	514.71 psi
PASS	Maximum Shear Stress Ratio =	0.0 : 1
	Load Combination	+0.60D+0.70E+0.60H
	Location of max.above base	12.670 ft
	Applied Design Shear	0.0 psi
	Allowable Shear	272.0 psi

Maximum SERVICE Lateral Load Reactions . .

Top along Y-Y	0.0 k	Bottom along Y-Y	0.0 k
Top along X-X	0.0 k	Bottom along X-X	0.0 k

Maximum SERVICE Load Lateral Deflections . . .

Along Y-Y	0.0 in	at	0.0 ft	above base
for load combination : n/a				
Along X-X	0.0 in	at	0.0 ft	above base
for load combination : n/a				

Other Factors used to calculate allowable stresses . . .

	Bending	Compression	Tension

Load Combination Results

Load Combination	C_D	C_P	Maximum Axial + Bending Stress Ratios: Stress Ratio	Status	Location	Maximum Shear Ratios: Stress Ratio	Status	Location
+D+H	0.900	0.555	0.3160	PASS	0.0 ft	0.0	PASS	12.670 ft
+D+L+H	1.000	0.515	0.9251	PASS	0.0 ft	0.0	PASS	12.670 ft
+D+Lr+H	1.250	0.433	0.3129	PASS	0.0 ft	0.0	PASS	12.670 ft
+D+S+H	1.150	0.463	0.2965	PASS	0.0 ft	0.0	PASS	12.670 ft
+D+0.750Lr+0.750L+H	1.250	0.433	0.7487	PASS	0.0 ft	0.0	PASS	12.670 ft
+D+0.750L+0.750S+H	1.150	0.463	0.7451	PASS	0.0 ft	0.0	PASS	12.670 ft
+D+0.60W+H	1.600	0.352	0.2804	PASS	0.0 ft	0.0	PASS	12.670 ft
+D+0.70E+H	1.600	0.352	0.2804	PASS	0.0 ft	0.0	PASS	12.670 ft
+D+0.750Lr+0.750L+0.450W+H	1.600	0.352	0.720	PASS	0.0 ft	0.0	PASS	12.670 ft
+D+0.750L+0.750S+0.450W+H	1.600	0.352	0.7046	PASS	0.0 ft	0.0	PASS	12.670 ft
+D+0.750L+0.750S+0.5250E+H	1.600	0.352	0.7046	PASS	0.0 ft	0.0	PASS	12.670 ft
+0.60D+0.60W+0.60H	1.600	0.352	0.1682	PASS	0.0 ft	0.0	PASS	12.670 ft

Wood Column

File = V:\40340 - Oxnard USD - Marshall ES\Const Admin\Calculations\40340 - Oxnard - CCD Calculations.ec6

Lic. # : KW-06009420 — Licensee : NISHKIAN CHAMBERLAIN

Description : Post Design

Load Combination Results

Load Combination	C_D	C_P	Maximum Axial + Bending Stress Ratios: Stress Ratio	Status	Location	Maximum Shear Ratios: Stress Ratio	Status	Location
+0.60D+0.70E+0.60H	1.600	0.352	0.1682	PASS	0.0 ft	0.0	PASS	12.670 ft

Maximum Reactions

Note: Only non-zero reactions are listed.

Load Combination	X-X Axis Reaction @ Base	X-X Axis Reaction @ Top	k	Y-Y Axis Reaction @ Base	Y-Y Axis Reaction @ Top	Axial Reaction @ Base	My - End Moments k-ft @ Base	My - End Moments k-ft @ Top	Mx - End Moments @ Base	Mx - End Moments @ Top
+D+H						4.773				
+D+L+H						14.403				
+D+Lr+H						5.123				
+D+S+H						4.773				
+D+0.750Lr+0.750L+H						12.258				
+D+0.750L+0.750S+H						11.996				
+D+0.60W+H						4.773				
+D+0.70E+H						4.773				
+D+0.750Lr+0.750L+0.450W+H						12.258				
+D+0.750L+0.750S+0.450W+H						11.996				
+D+0.750L+0.750S+0.5250E+H						11.996				
+0.60D+0.60W+0.60H						2.864				
+0.60D+0.70E+0.60H						2.864				
D Only						4.773				
Lr Only						0.350				
L Only						9.630				
S Only										
W Only										
E Only										
H Only										

Maximum Deflections for Load Combinations

Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
+D+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+L+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+Lr+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+S+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.750Lr+0.750L+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.750L+0.750S+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.60W+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.70E+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.750Lr+0.750L+0.450W+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.750L+0.750S+0.450W+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+D+0.750L+0.750S+0.5250E+H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+0.60D+0.60W+0.60H	0.0000 in	0.000 ft	0.000 in	0.000 ft
+0.60D+0.70E+0.60H	0.0000 in	0.000 ft	0.000 in	0.000 ft
D Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
Lr Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
L Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
S Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
W Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
E Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
H Only	0.0000 in	0.000 ft	0.000 in	0.000 ft

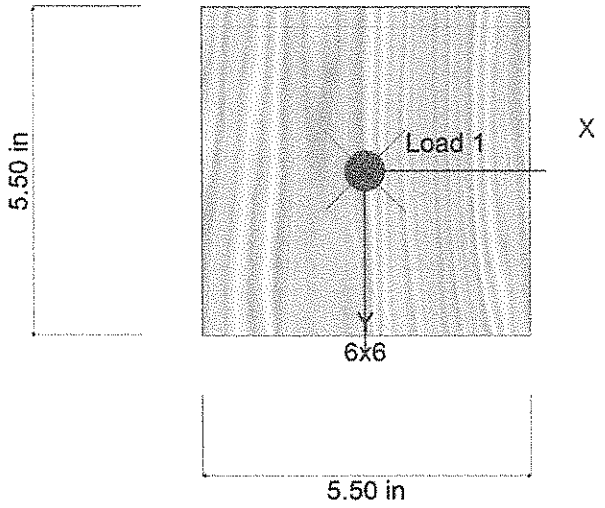
Wood Column

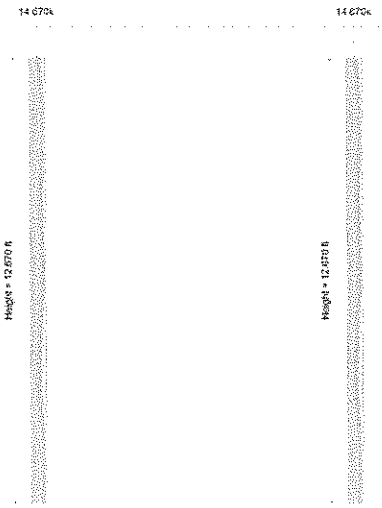
File = V:\40340 - Oxnard USD - Marshall ES\Const Admin\Calculations\40340 - Oxnard - CCD Calculations.ec6

Lic. # : KW-06009120 Licensee : NISHKIAN CHAMBERLAIN

Description : Post Design

Sketches





DSA

140 709

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. ☒A / ☐B, #031	Date Submitted: 08/15/18	Attached Pages?: ☐No ☒Yes (5 pages)
For CCD Cat. B, this is a ☐ voluntary submittal, ☐ 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
☐ 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: 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 this project.

Brief description of construction change (attach additional sheets if needed):
Modify connection of floor joist to steel beam due to current height of steel beam per new details SSK-CCD031-01, SSK-CCD031-02 AND SSK-CCD031-03.

List of DSA approved drawings affected by this CCD: partial plans S-212

DSA USE ONLY

SSS_____Date_____ Approved / Disapproved / Not Req'd

FLS_____Date_____ Approved / Disapproved / Not Req'd

ACS_____Date_____ Approved / Disapproved / Not Req'd

Remarks_____

For business office use only
Date Sent_____
Return By_____
Delivery Method_____

DSA

DSA Stamp dconnoll

APPROVED

DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

DATE 08/19/2018

Appl. No: 03-116806_140_031_SSS.pdf

DSA

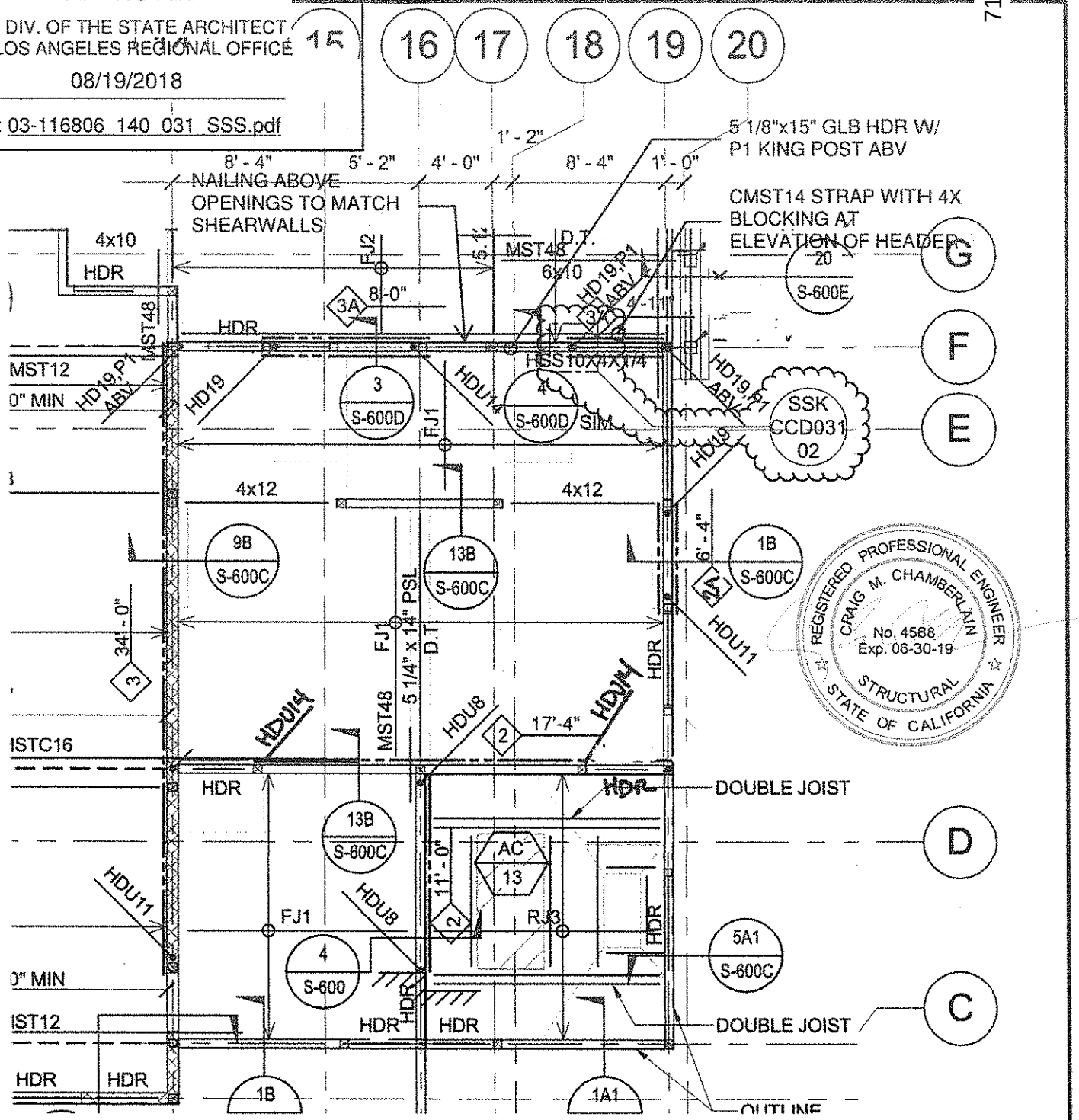
APPROVED

dconnoil

DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

DATE 08/19/2018

Appl. No: 03-116806 140 031 SSS.pdf



REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA

REVISED PARTIAL PLAN

Description of change:

Partial plan that denotes revised connection of floor joists to steel beam due to current height of steel beam.

referenced drawings/details: S-212, SSK-CCD031-02

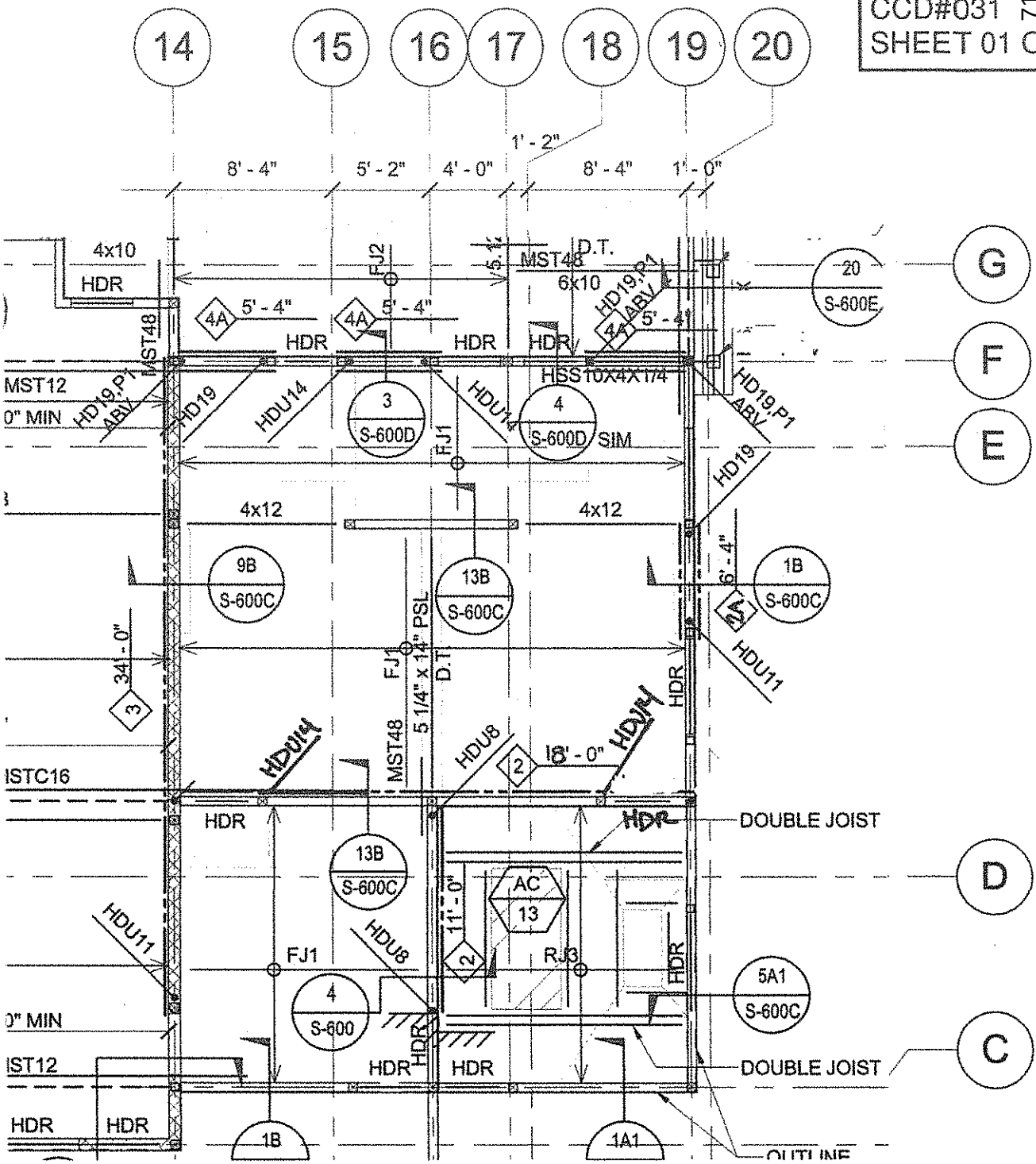
NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

CSDA PROJECT #:	1534.01
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	
SHEET:	01 OF 03
DRAWING REFERENCE:	S-212
SCALE:	1/8"=1'-0"
DATE:	08/15//2018

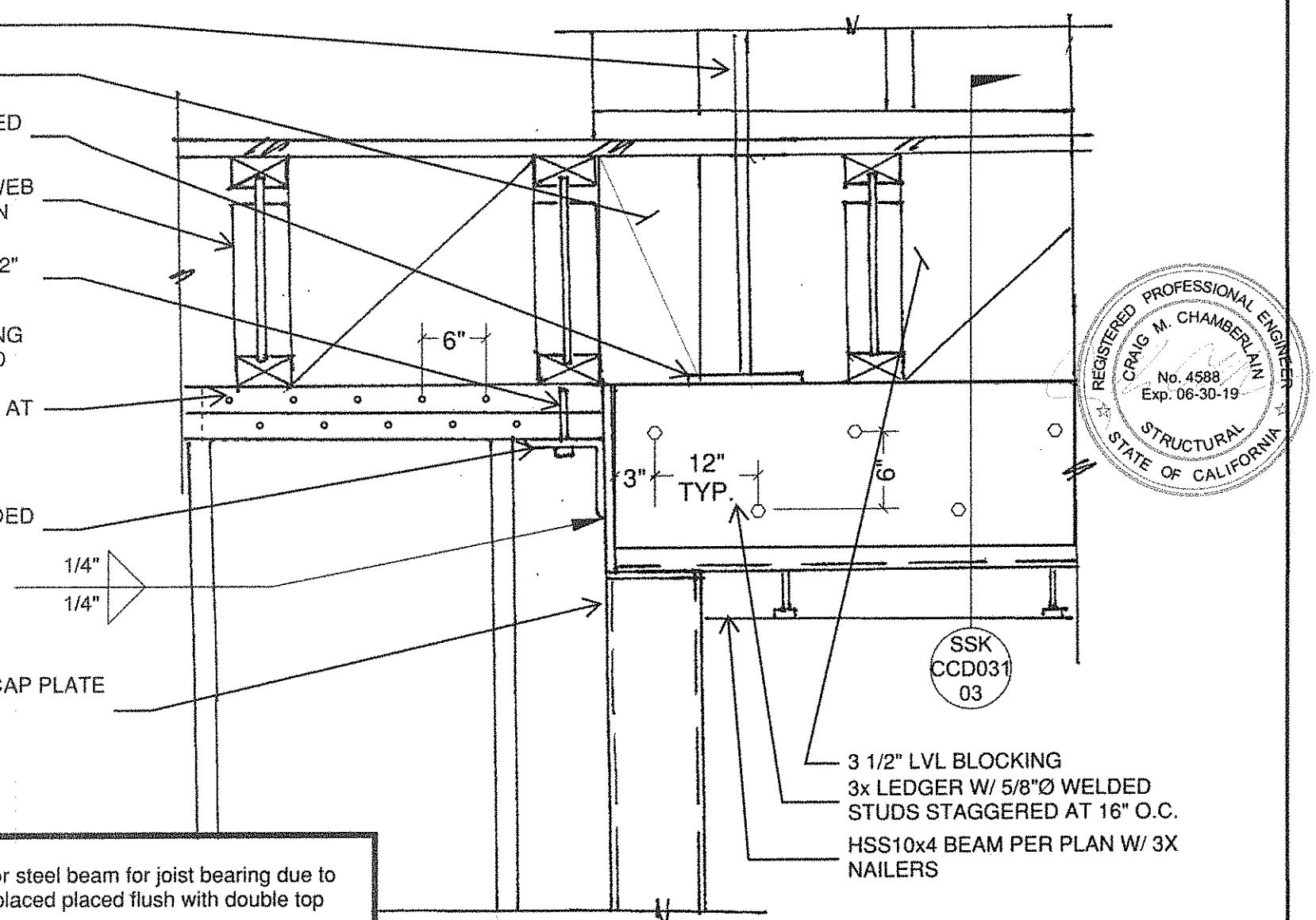
CSDA DESIGN GROUP

DSA A# 03-116806 | Title of sheet: Joist Connection to Steel Beam | **CCD #031** | **SSK-CCD031-01**

DSA A# 02 116806
CCD#031 TL
SHEET 01 OF 01



PARTIAL PLAN SHEET S-212
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)



REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA

NEW DETAIL

Description of change:
3x side nailer provided for steel beam for joist bearing due to top of steel beam being placed placed flush with double top plates.
referenced drawings/details: SSK-CCD031-02

INTERIOR ELEVATION

CSDA PROJECT #:	1534.01
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	
DSA A# 03-116806	
SHEET:	02 OF 03
DRAWING REFERE	1-01
SCALE:	NTS
DATE:	
Title of sheet	Joists and Top Plate to Steel Beam Connection

DSA
APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 08/19/2018
Appl. No: 03-116806 140 031 SSS.pdf

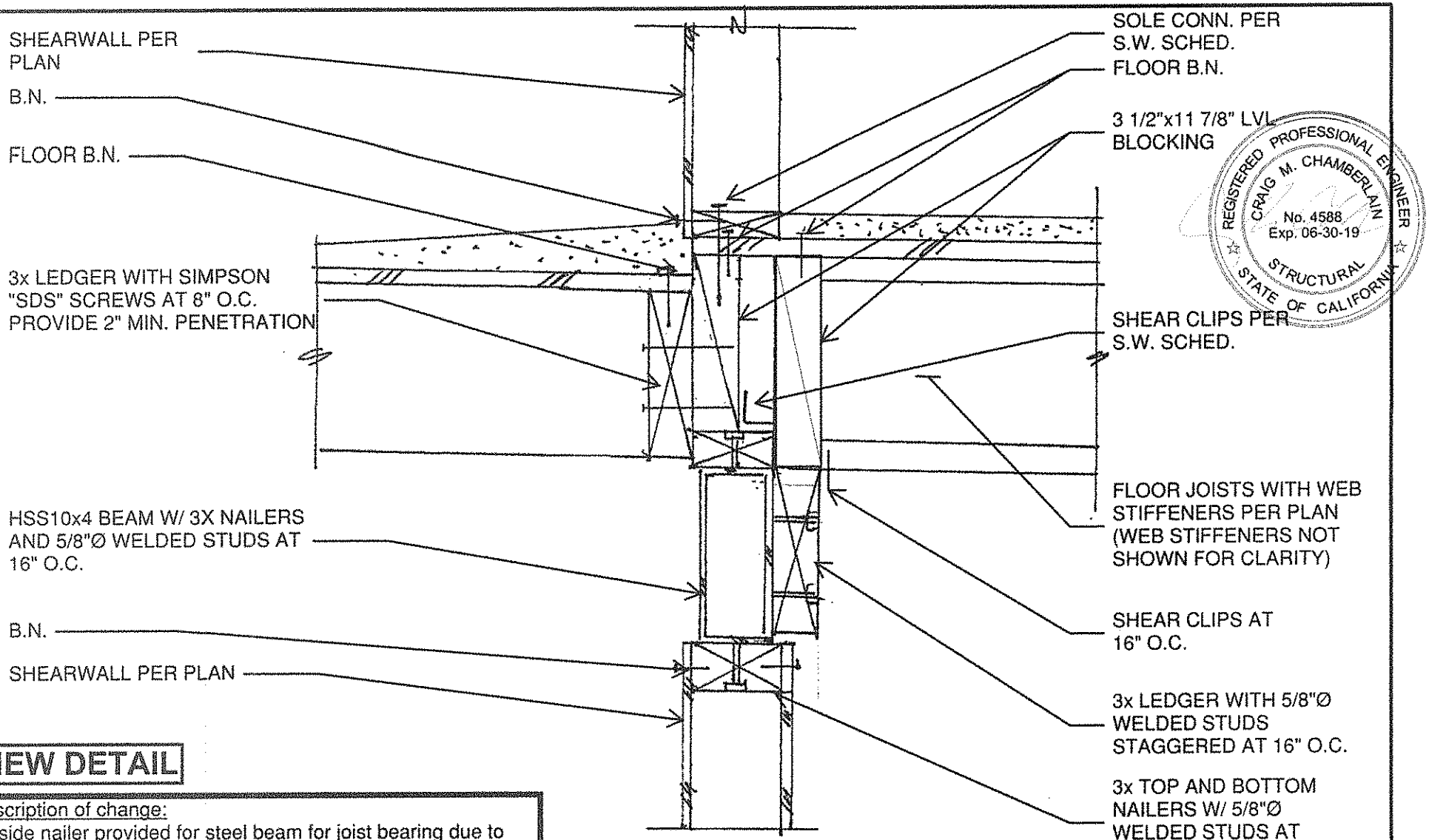
NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

CCD # 031

CSDA DESIGN GROUP

SSK-CCD031-02

713



REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA

NEW DETAIL

Description of change:
3x side nailer provided for steel beam for joist bearing due to top of steel beam being placed placed flush with double top plates.
referenced drawings/details: SSK-CCD031-02

SECTION VIEW

DSA
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DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 08/19/2018
Appl. No: 03-116806 140 031 SSS.pdf

CSDA PROJECT #: 1534.01	SHEET: 03 OF 03	NISHKIAN CHAMBERLAIN CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919 NC PROJECT #: 40340	CSDA DESIGN GROUP
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING RE: CCD031-02 SCALE: NTS		
DSA A# 03-116806	DATE: 8 Title of Sheet:	CCD # 031	SSK-CCD031-03

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 98 R0

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 1/2/2019

DESCRIPTION OF WORK

Work Per CCD 30 and CCD 31

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
work scope CCD 30,31	JF Construction Corp	4,838
	Subtotal:	4,838
Contractual Costs		
Sub Default Insurance		58
CCIP		61
Bond		42
Fee		250
	Subtotal:	411
	Total Change Order Request Amount	**5,249**

APPROVAL

(Please note that if this Change Order Request is not approved by 1/16/2019, additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

BERNARDS

CHANGE ORDER REQUEST

COR No. 104 R1

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 7/1/2019

DESCRIPTION OF WORK

CCD 24 shear type 3A in lieu of 4A

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
CCD 24 shear type 3A in lieu of 4A	JF Construction Corp	1,995
	Subtotal:	1,995
Contractual Costs		
Sub Default Insurance		24
CCIP		25
Bond		17
Fee		103
	Subtotal:	169
	Total Change Order Request Amount	**2,164**

APPROVAL

(Please note that if this Change Order Request is not approved by 7/12/2019, additional costs and schedule impacts may result.)

Oxnard School District

Signature

Jose Arche - CSDA

Printed Name & Title

07/09/2019

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

JfCONSTRUCTION CORP LIC #791180

1459 THOUSAND OAKS BLVD H4, THOUSAND OAKS, CA
(805)-496-9255 (805)-497-8334

716

CHANGE ORDER JFC #61

Date: 12-7-18

DESCRIPTION:

Project: MARSHALL CLASS ROOM

Subject: Rough Carpentry

Provide / installation of shear type 3A in lieu of 4A including additional tek screws in HSS columns per CCD 24

Sub-Contractor: **J F Construction Corporation**

DESCRIPTION	LABOR			MATERIAL				EQUIPMENT			
ADDED WORK	HRS	RATE	SUB-TOT	QTY	UNIT	U/P	SUB-TOT	QTY	UNIT	U/P	SUB-TOT
12-24x1 1/4" TEK SCREWS				1	CT	14.28	$ 14.28				
10D COMMON NAILS				3	BX	69.30	$ 207.90				
1/4X6 SDWS SCREWS				352	EA	.92	$ 323.84				
CREDIT											
10D COMMON NAILS				2	BX	69.30	$ (138.60)				
1/4X6 SDWS SCREWS				208	EA	.92	$ (191.36)				
NOTE: THE CHANGE FROM 4" OC NAILING TO 3" OC NAILING FOR 92 SHEETS OF 4X8 PLYWOOD AMOUNTS TO AN ADDITIONAL 2208 EA NAILS INSTALLED											
ADDED LABOR											
FOREMAN LABOR	2	$ 78.00	$ ~~156.00~~								
LABOR	32	$ 75.00	$ ~~2,400.00~~								
TOTAL			$ ~~2,556.00~~ $1500				$ 216.06				
SALES TAX							$ 18.90				
						TOTAL	$ 234.96				

SUB TOTAL ADDITION BEFORE MARK-UP				1734.96
		SUBTOTAL		$ ~~2,790.96~~
		SUBCONTRACTORS 15 %		$ 260.24 ~~418.64~~
		(X) COST ( ) CREDIT		
			TOTAL	$ ~~3,209.60~~ $ 1995.20

GENERAL CONTRACTOR: ACCEPTED BY:

Signature

BERNARDS

HOURLY LABOR COST RATES

Sub/Contractor: JF Construction Corp
Date: 2/14/2018
Project: Marshall E.S.
Rate Effective Through: July 1, 2018

Trade: Rough Carpentry
Classification: 5100

Union: [X] Non Union: [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 42.41	$ 63.62	$ 84.82
	Vacation & Holiday Accrual	$ 6.19	$ 6.19	$ 6.19
	Hourly Taxable Wage Costs Subtotal	**$ 48.60**	**$ 69.81**	**$ 91.01**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 3.01	$ 4.32	$ 5.64
	Medicare	$ 0.70	$ 1.01	$ 1.32
	FUI	$ 0.29	$ 0.42	$ 0.55
	SUI	$ 3.01	$ 4.32	$ 5.64
	Workers Compensation Insurance	$ 8.97	$ 8.97	$ 8.97
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 15.98**	**$ 19.04**	**$ 22.12**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.50	$ 7.50	$ 7.50
	Pension & Retirement (or equivalent)	$ 4.91	$ 4.91	$ 4.91
	Training (or equivalent)	$ 1.01	$ 1.01	$ 1.01
	Hourly Benefits Subtotal	**$ 13.42**	**$ 13.42**	**$ 13.42**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 78.00**	**$ 102.27**	**$ 125.55**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

DSA **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: Marshall Elementary School New Classroom Building	DSA App. #: 03 - 116806

APPLICANT

CCD Cat. ☒ A / ☐ B, #: 024	Date Submitted: 05/16/18	Attached Pages?: ☐ No ☒ Yes (49 pages)
For CCD Cat. B, this is a ☐ voluntary submittal, ☐ 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

☐ 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: 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 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

SSS_____Date_____ Approved / Disapproved / Not Req'd

FLS_____Date_____ Approved / Disapproved / Not Req'd

ACS_____Date_____ Approved / Disapproved / Not Req'd

Remarks_____

For business office use only

Date Sent_____

Return By_____

Delivery Method_____

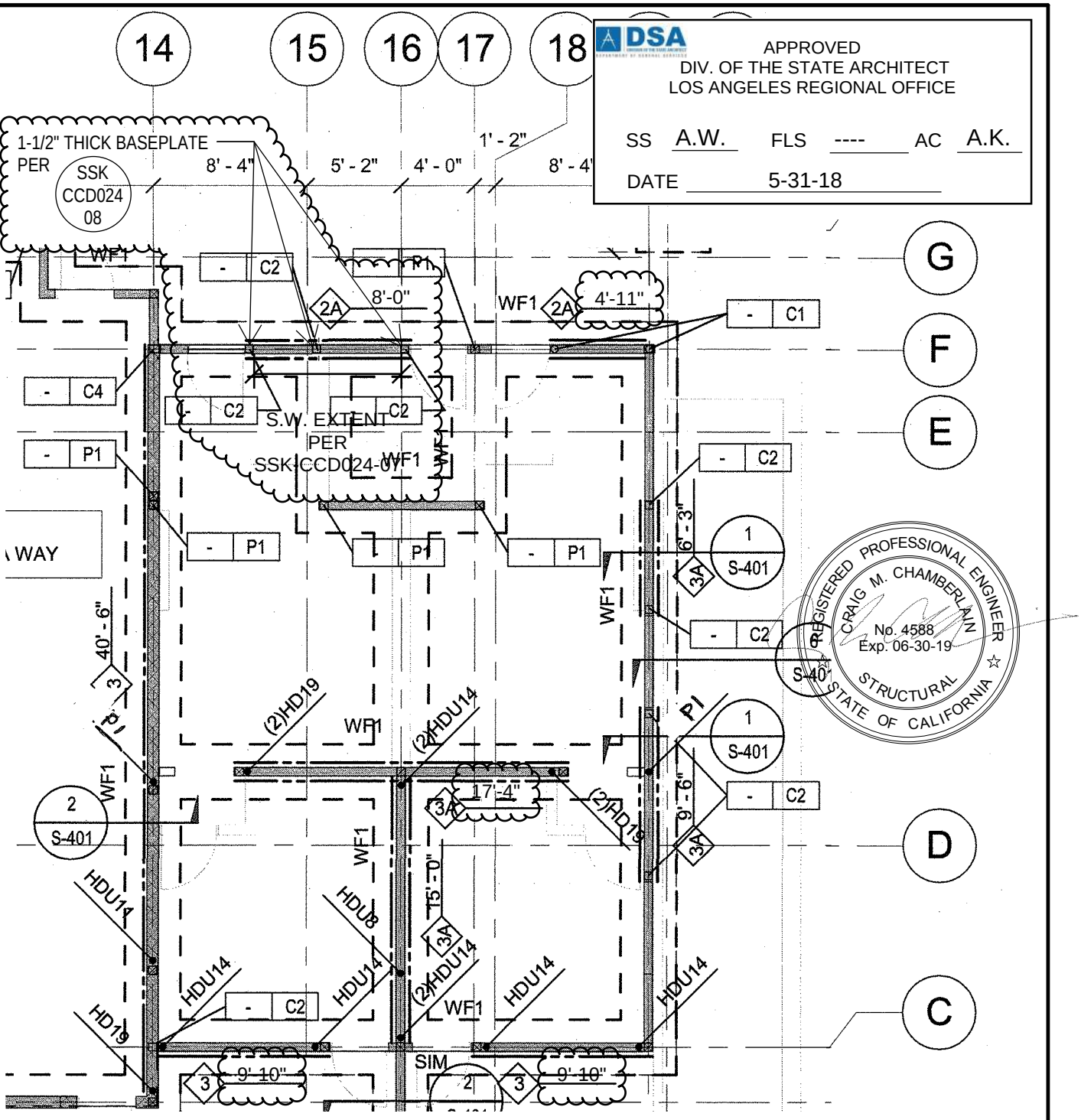
DSA

APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

SS A.W. FLS ---- AC A.K.

DATE 5-31-18

718



APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

SS A.W. FLS ---- AC A.K.

DATE 5-31-18

REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA

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
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	
SHEET:	01 OF 09
DRAWING REFERENCE:	S-211
SCALE:	1/8"=1'-0"
DATE:	05/11/18

CSDA DESIGN GROUP

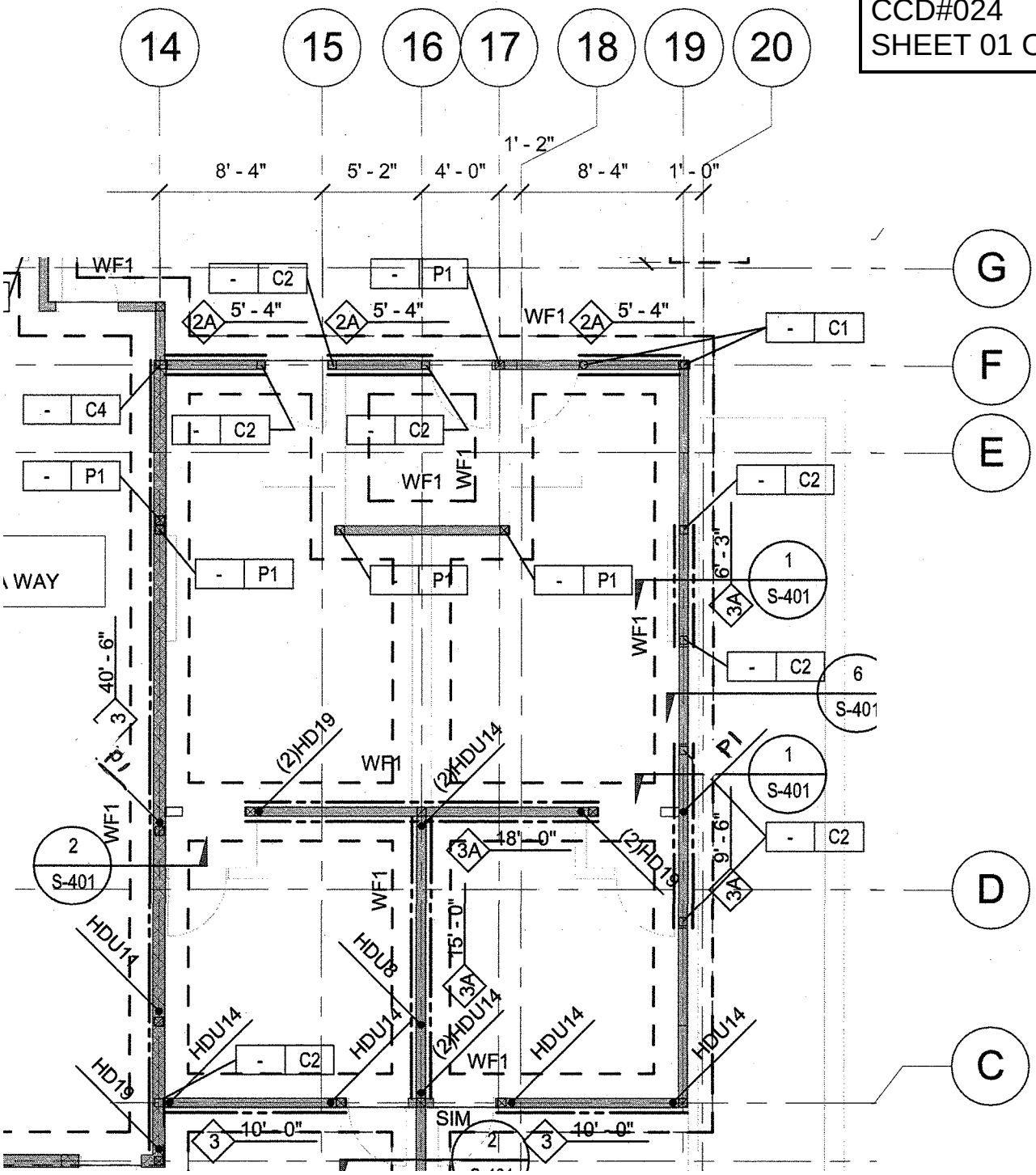
DSA A# 03-116806

Title of sheet
Revised Shearwall Lengths at 1st Floor

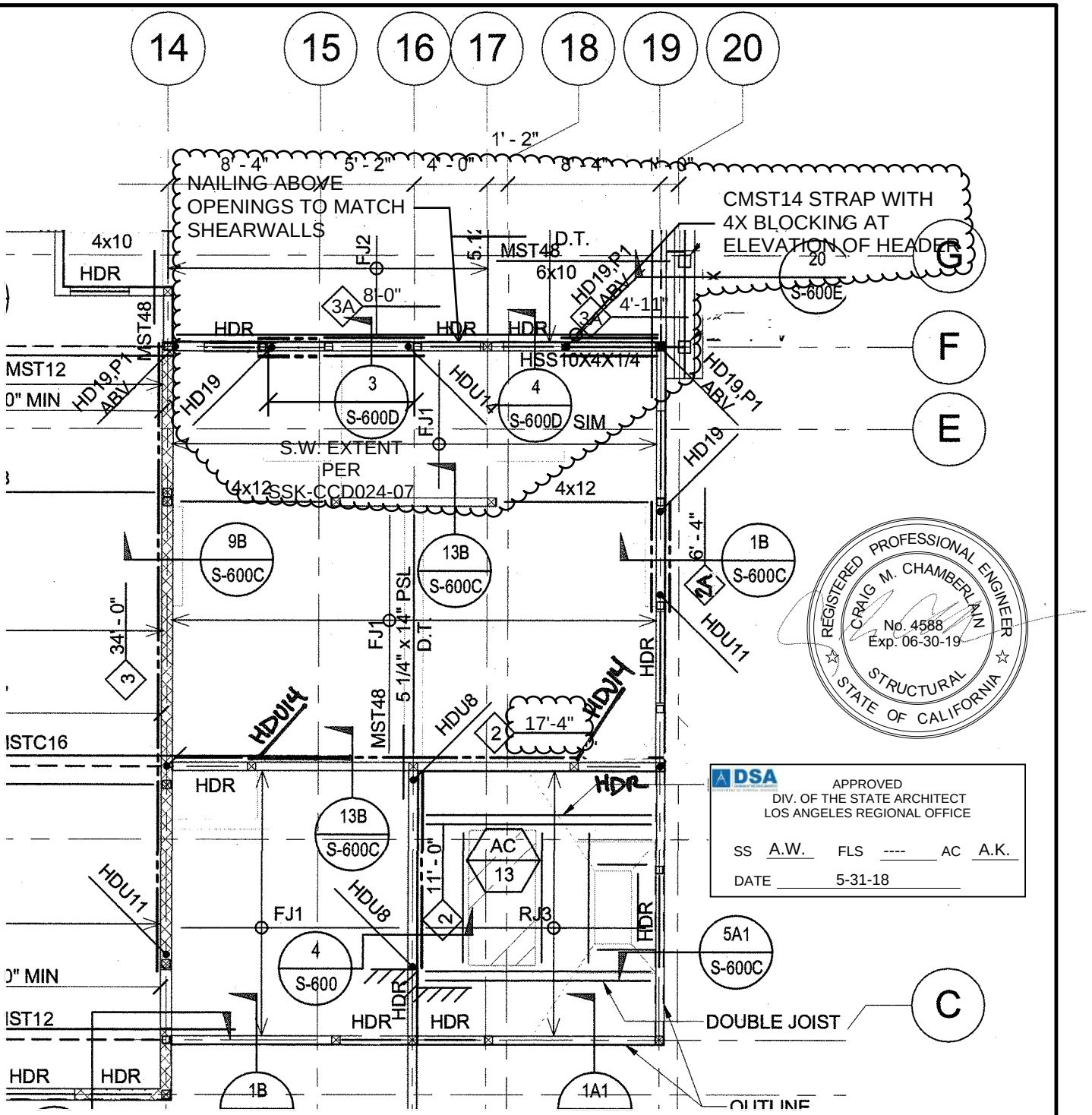
CCD #024

SSK-CCD024-01

DSA A# 03-116806
CCD#024
SHEET 01 OF 10



PARTIAL PLAN SHEET S-211
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)



REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA

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 and D.2 due to field conditions.

referenced drawings/details: 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:	02 OF 09
DRAWING REFERENCE:	S-212
SCALE:	1/8"=1'-0"
DATE:	05/11//2018

CSDA DESIGN GROUP

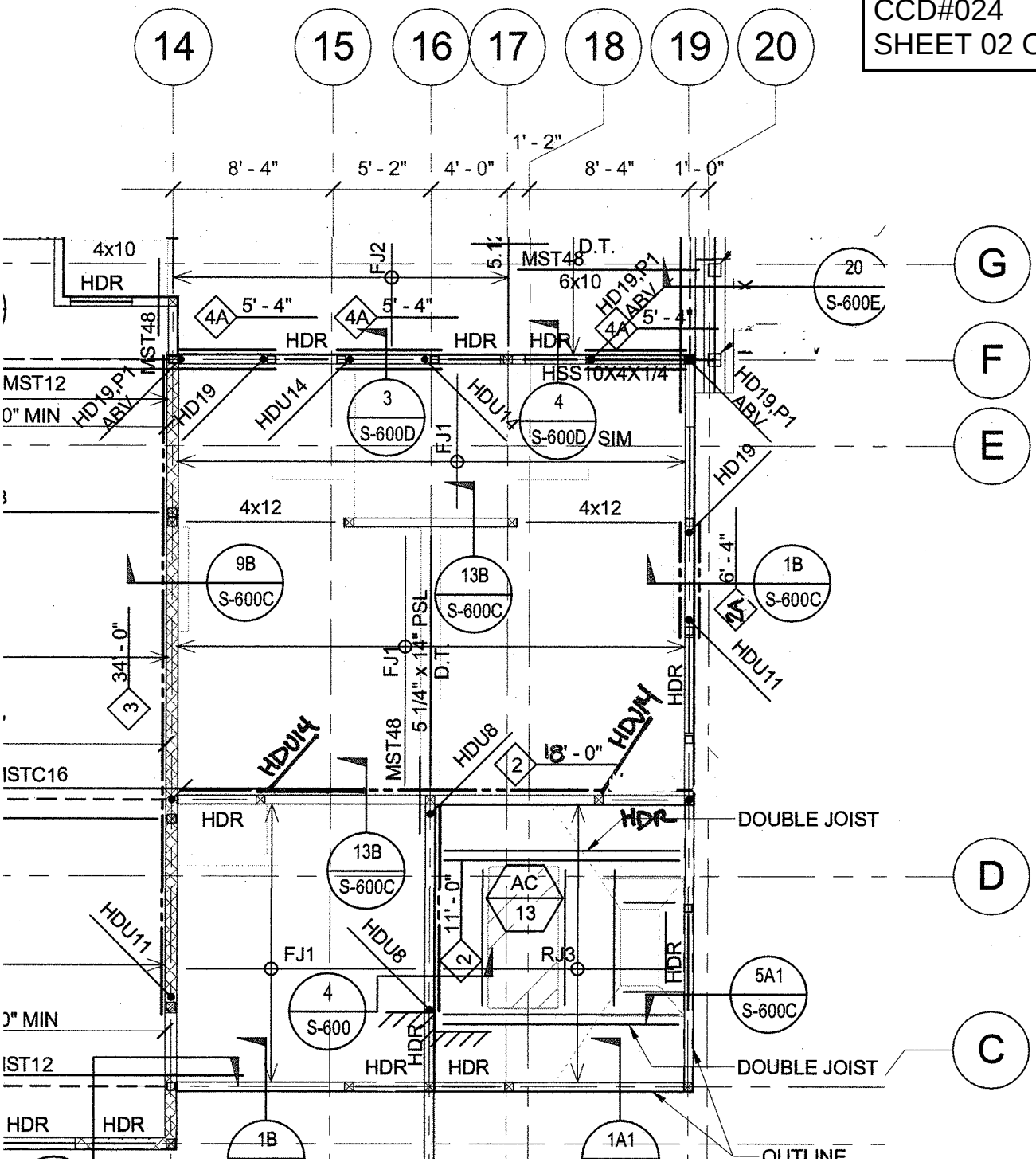
DSA A# 03-116806

Title of sheet
Revised Shearwall Lengths on 2nd Floor

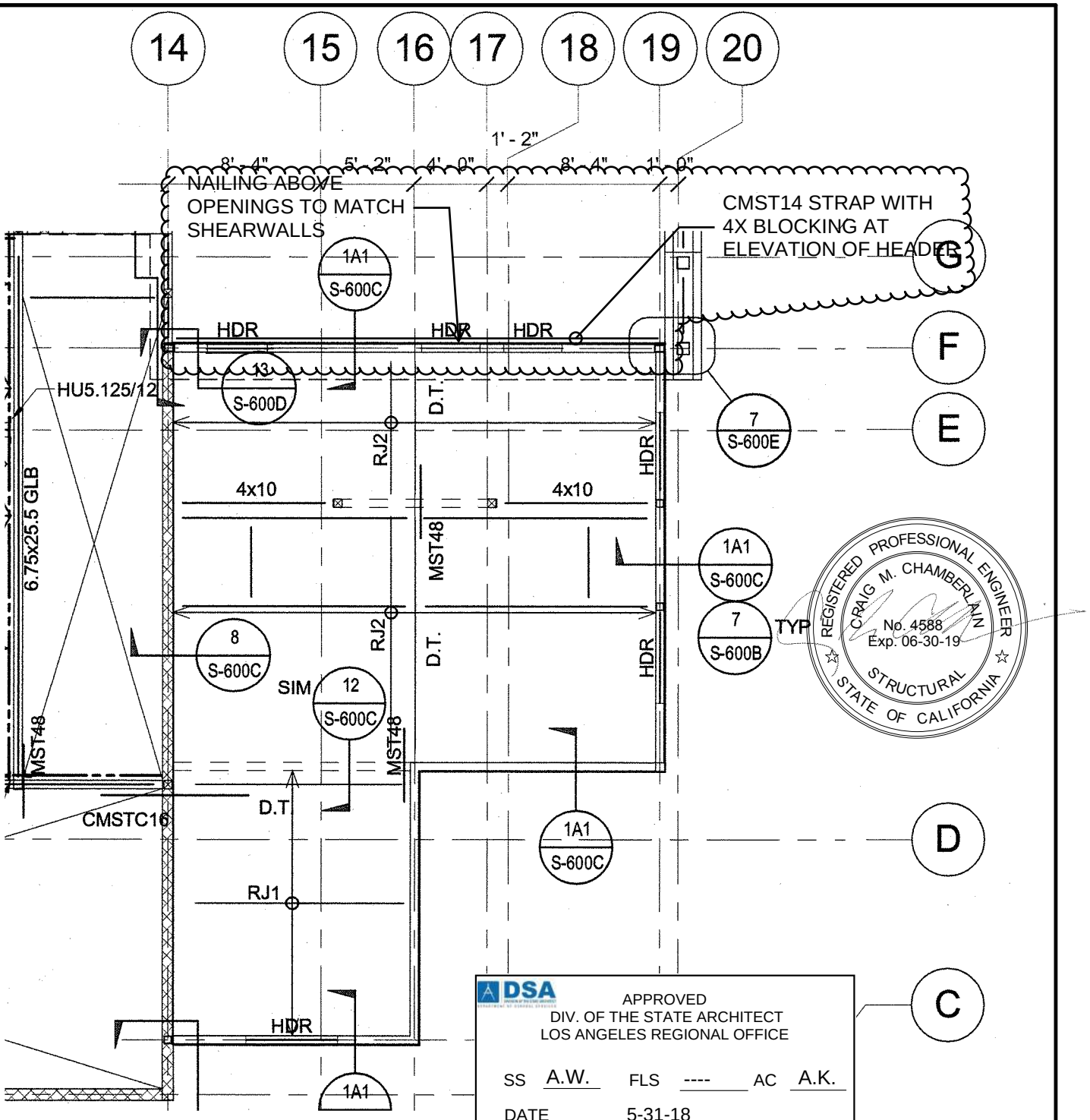
CCD #024

SSK-CCD024-02

DSA A# 03-116806
CCD#024
SHEET 02 OF 10



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

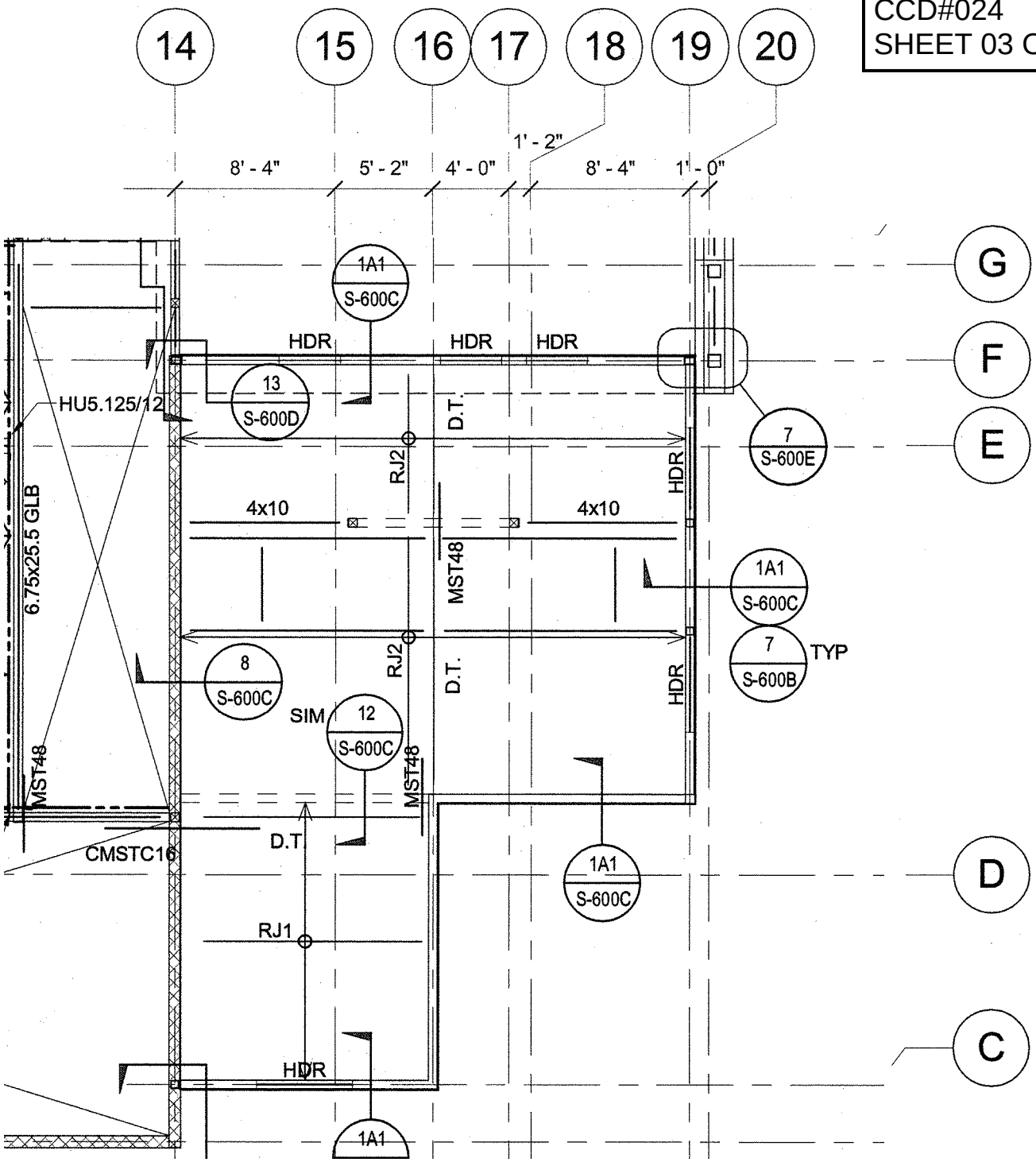
DSA A# 03-116806

Title of sheet
Revised Header Location at Low Roof

CCD #024

SSK-CCD024-03

DSA A# 03-116806
CCD#024
SHEET 03 OF 10



PARTIAL PLAN SHEET S213
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

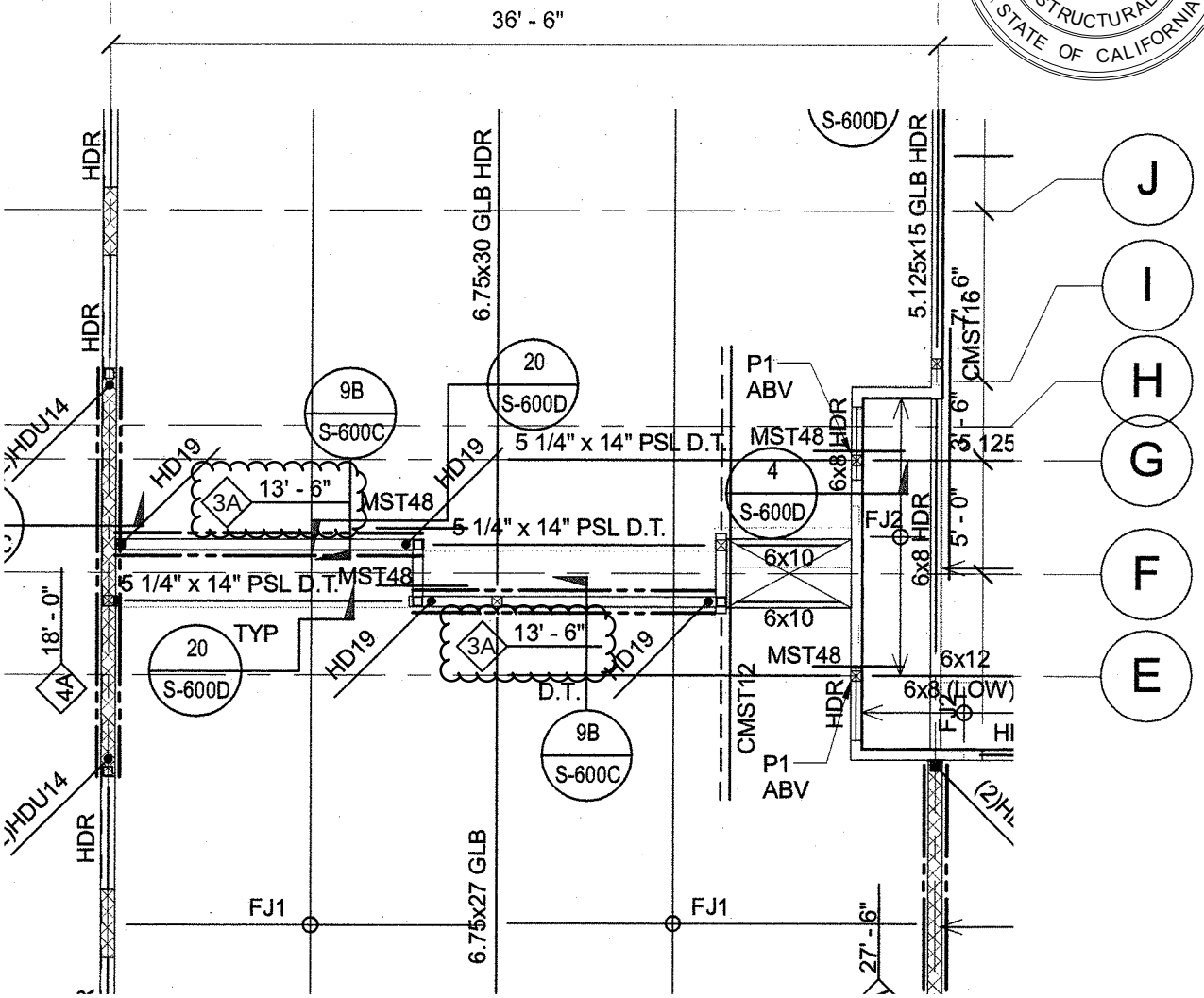
DSA

APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

SS A.W. FLS ---- AC A.K.

DATE 5-31-18

REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA



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

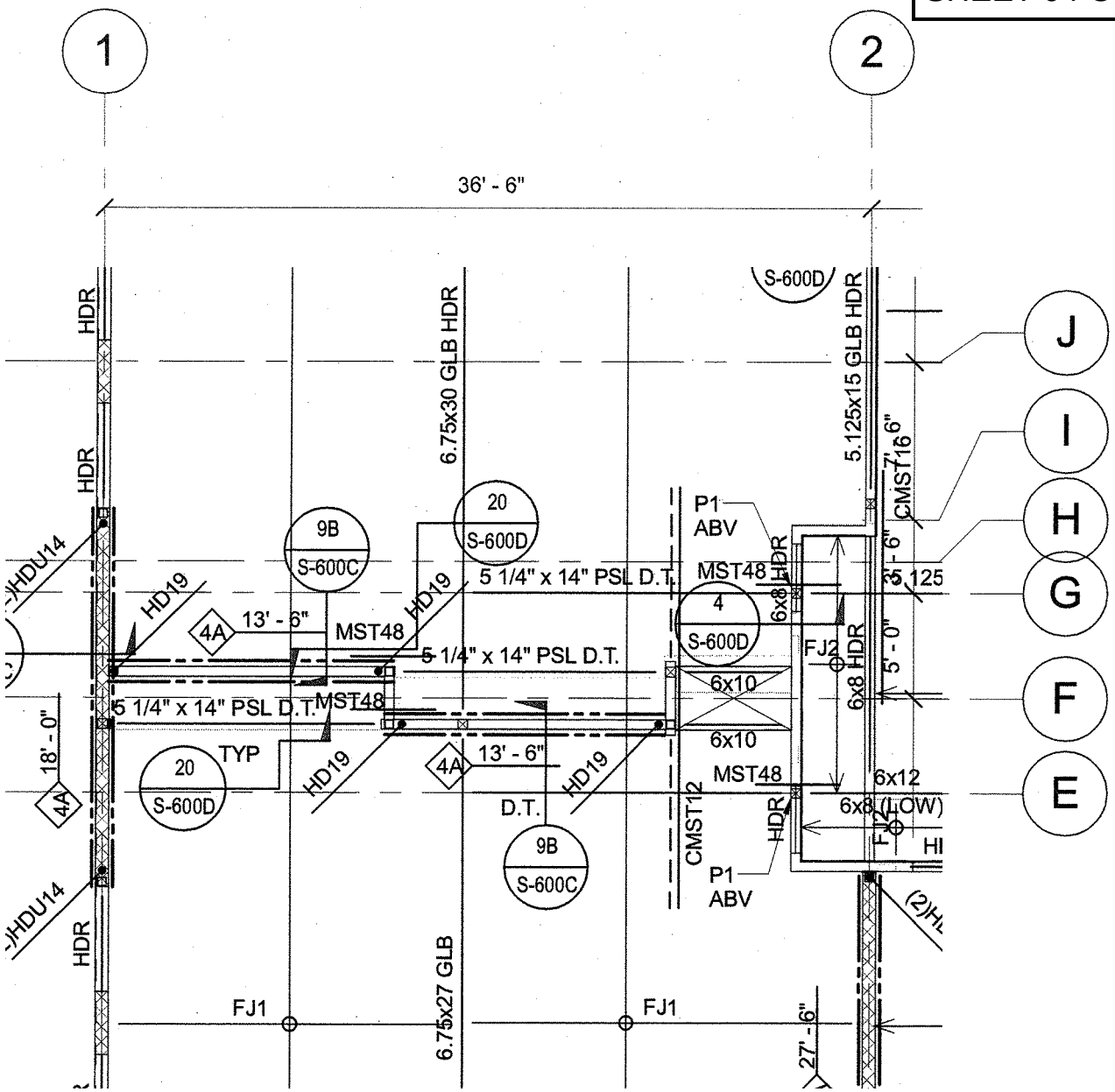
NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

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 A# 03-116806
CCD#024
SHEET 04 OF 10



1 2ND FLOOR FRAMING PLAN
SCALE : 1/8" = 1'-0"

PARTIAL PLAN SHEET S212
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

DSA

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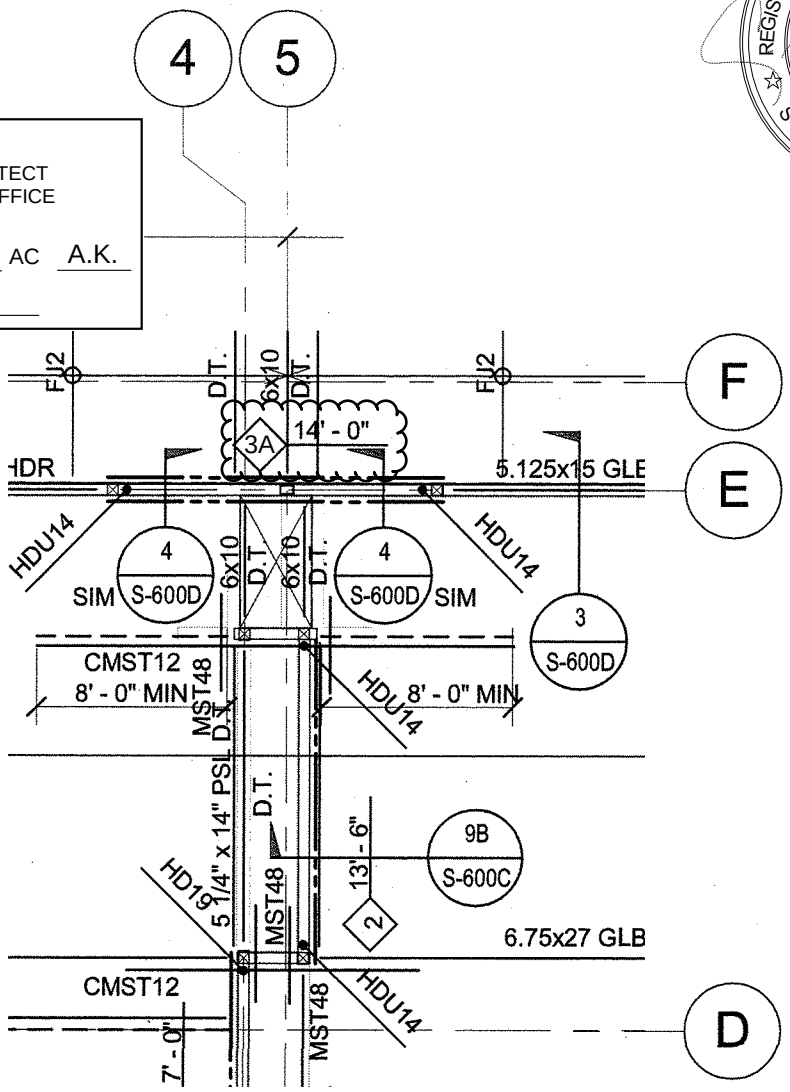
LOS ANGELES REGIONAL OFFICE

SS A.W. FLS ---- AC A.K.

DATE 5-31-18

REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA



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:	05 OF 09
DRAWING REFERENCE:	S-212
SCALE:	1/8"=1'-0"
DATE:	05/11/2018

CSDA DESIGN GROUP

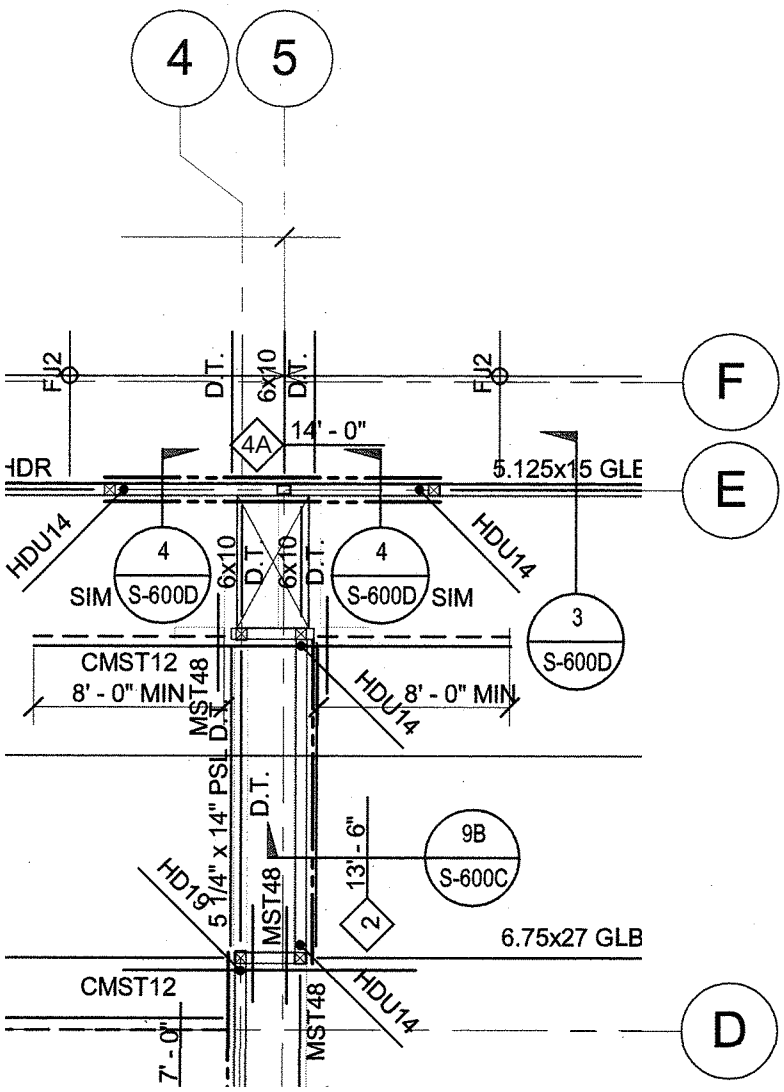
DSA A# 03-116806

Title of sheet
Revised Shear Nailing at Second Floor

CCD #024

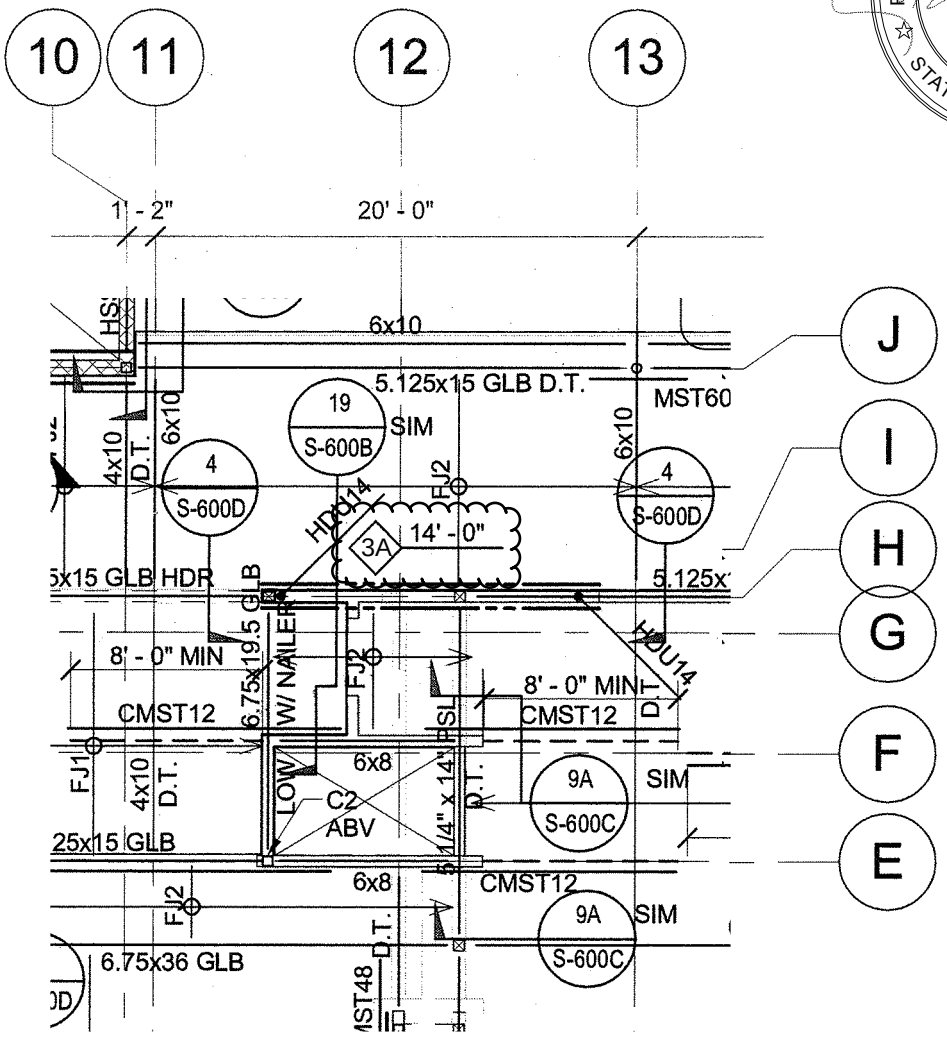
SSK-CCD024-05

DSA A# 03-116806
CCD#024
SHEET 05 OF 10



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

REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA

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:	06 OF 09
DRAWING REFERENCE:	S-212
SCALE:	1/8"=1'-0"
DATE:	05/11/2018

CSDA DESIGN GROUP

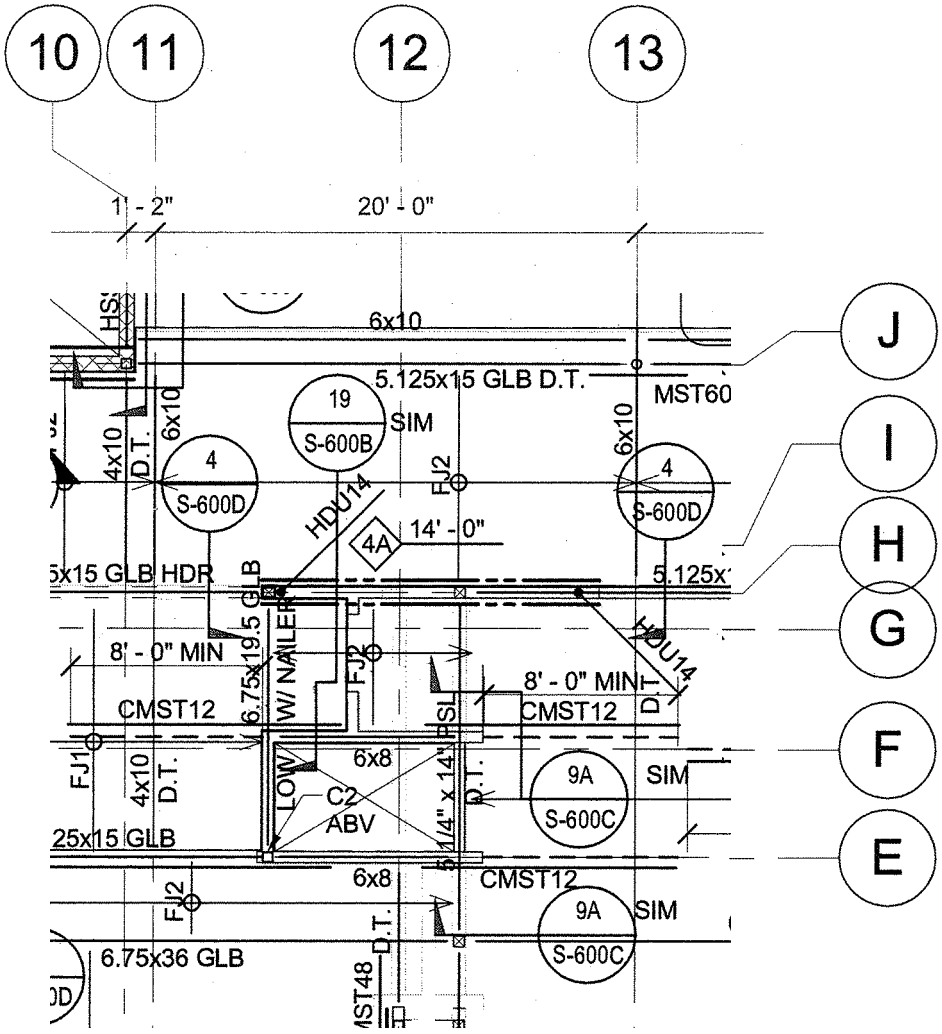
DSA A# 03-116806

Title of sheet
Revised Shear Nailing at Second Floor

CCD #024

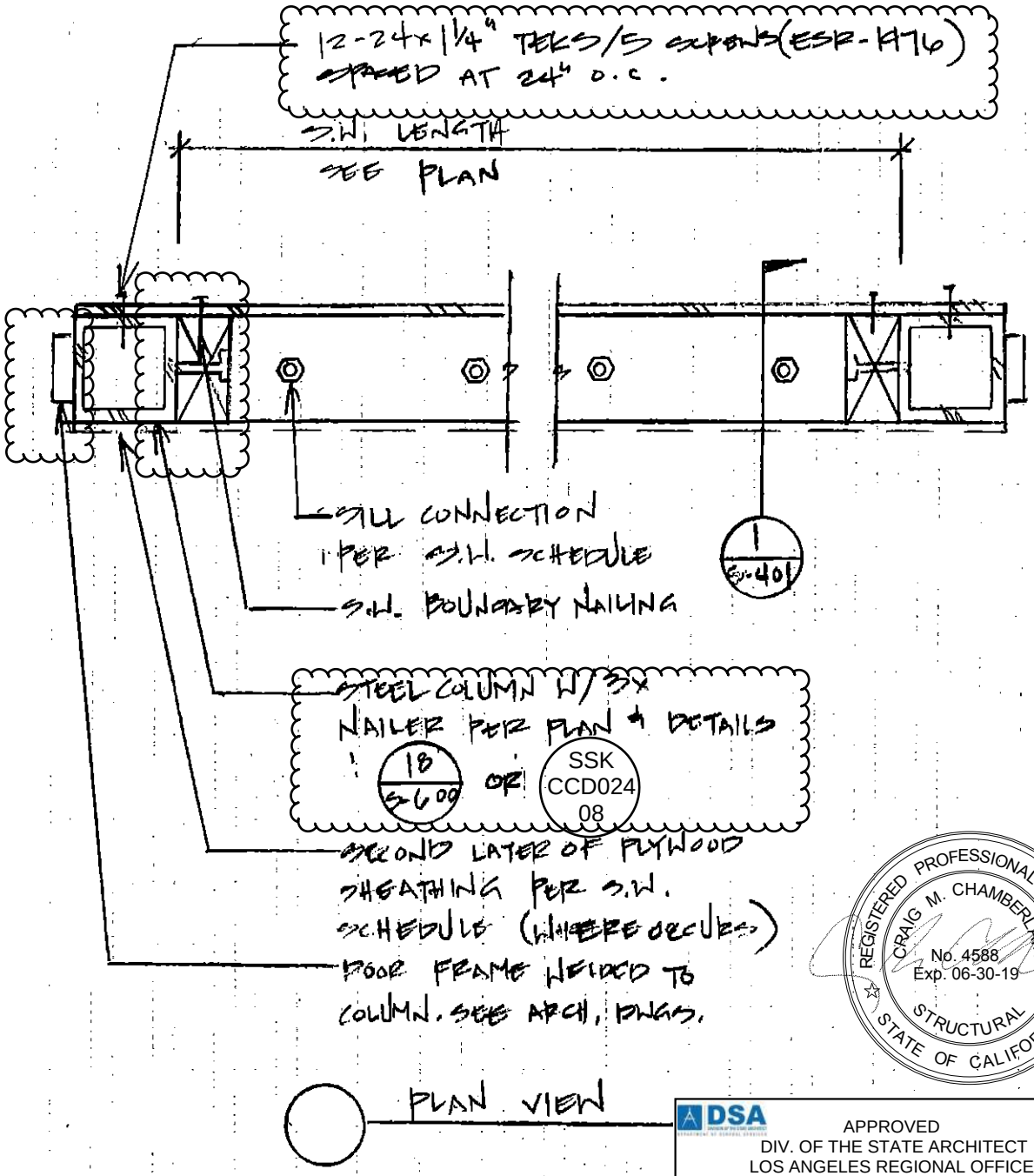
SSK-CCD024-06

DSA A# 03-116806
CCD#024
SHEET 06 OF 10



1 2ND FLOOR FRAMING PLAN
SCALE : 1/8" = 1'-0"

PARTIAL PLAN SHEET S212
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)



REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA

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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.

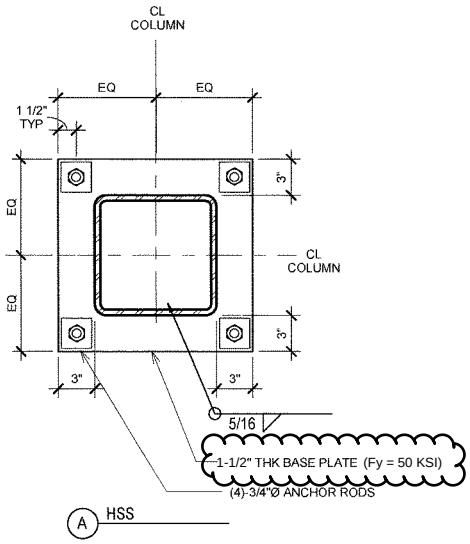
referenced drawings/details: S-211, 18/S-600, SSK-CCD024-04

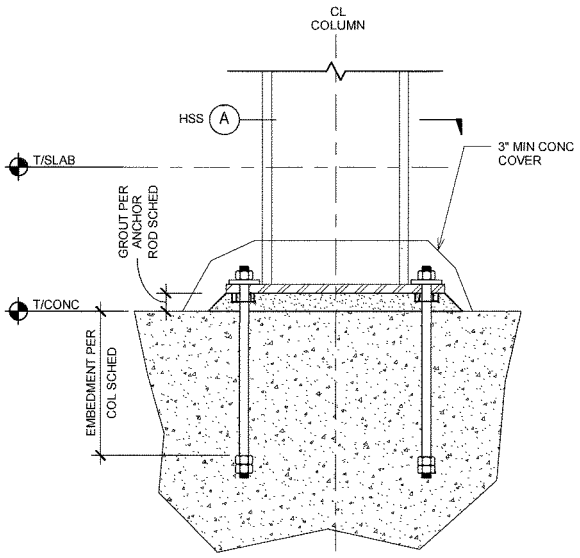
NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

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.

REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA

18 TYPICAL BASE PLATE DETAIL
SCALE : 1 1/2" = 1'-0"

DSA
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LOS ANGELES REGIONAL OFFICE
SS A.W. FLS ---- AC A.K.
DATE 5-31-18

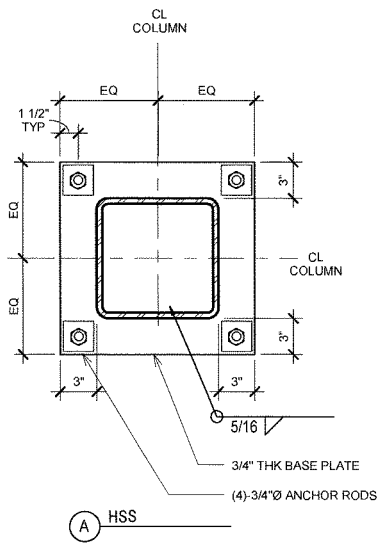
MODIFIED DETAIL

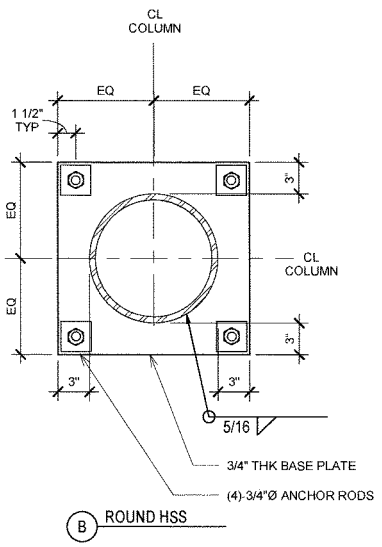
Description of change:
New detail to show thicker baseplate for HSS columns at specific locations

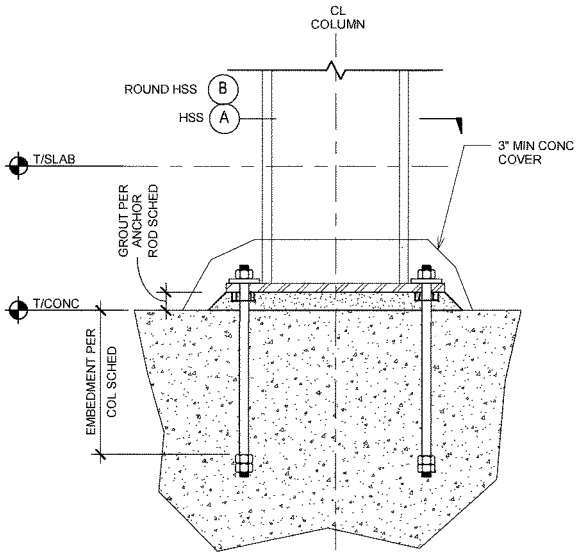
referenced drawings/details: S-211, 18/S-600, SSK-CCD024-01

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

CSDA PROJECT #: 1534.01	SHEET: 08 OF 09		CSDA DESIGN GROUP
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: S-212 SCALE: 1/8"=1'-0" DATE: 05/11//2018		
DSA A# 03-116806	Title of sheet Increase of Baseplate Thickness	**CCD #024**	**SSK-CCD024-08**







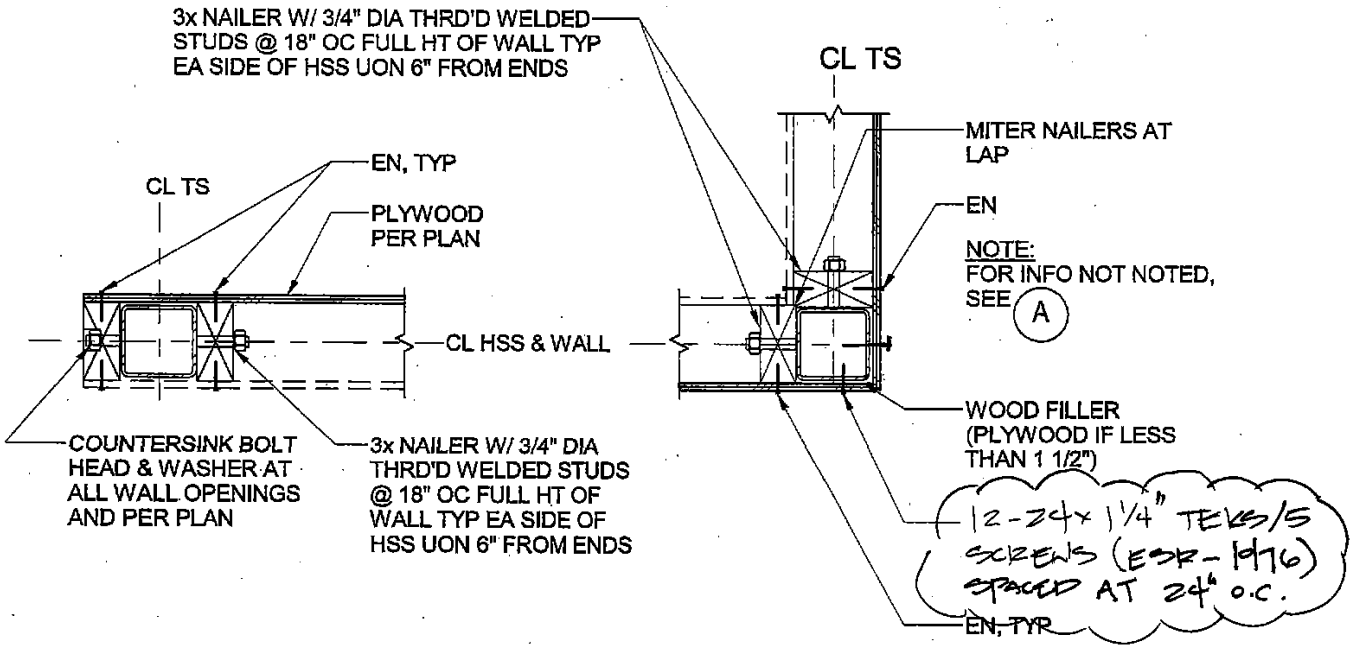
NOTE:

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

REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA

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

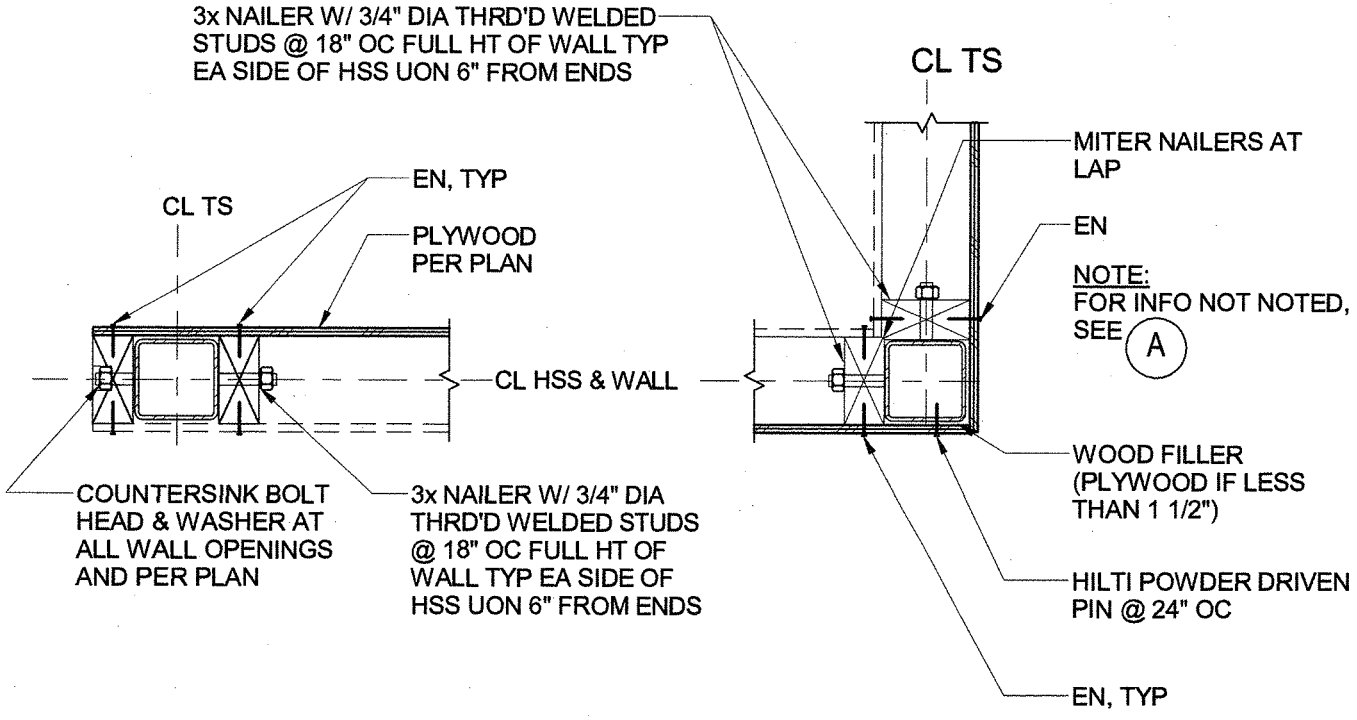
MODIFIED DETAIL

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		CSDA DESIGN GROUP
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



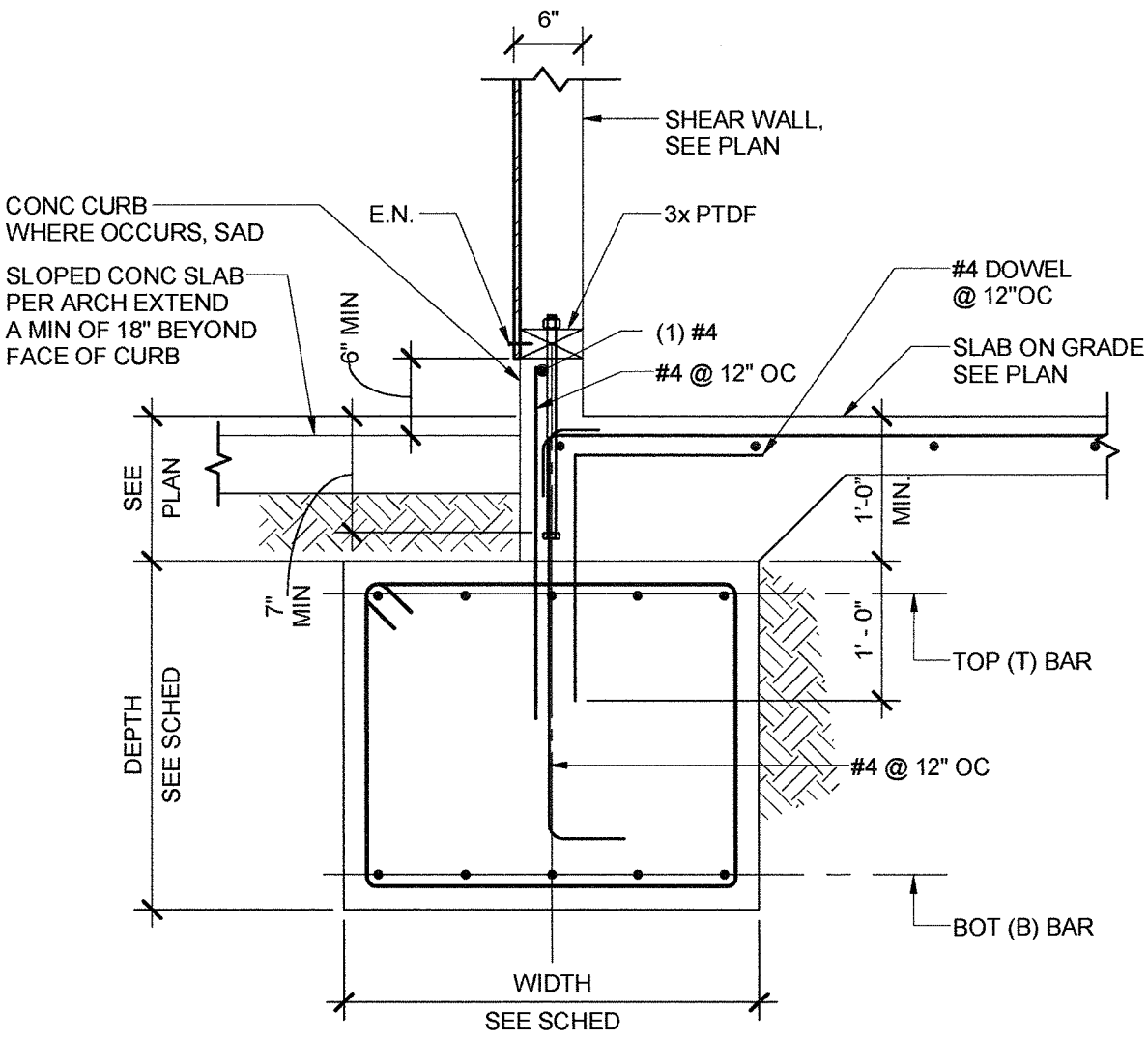
A TYPICAL NAILER

B TYPICAL NAILER AT CORNER

18 NAILER AT HSS COLUMN

1" = 1'-0"

DETAIL 18/S-600
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

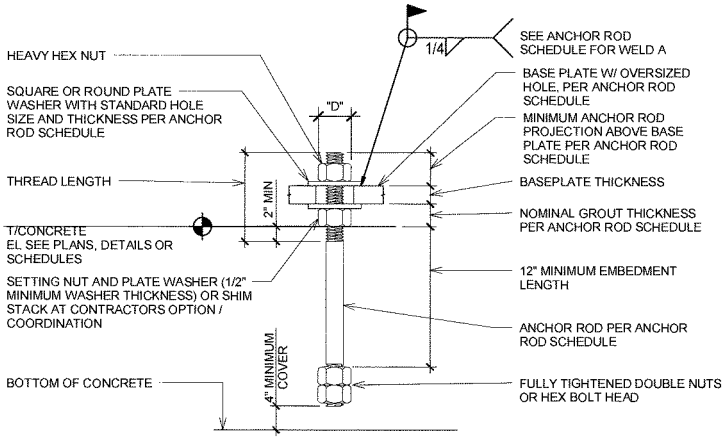


1 TYP PERIMETER WALL FTG DETAIL

SCALE : 3/4" = 1'-0"

DETAIL 1/S-401
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

DSA A# 03-116806
CCD#024
SHEET 09 OF 10



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:

1. SEE TYPICAL ANCHOR ROD AND BASE PLATE DETAILS
2. WHERE WELD 'A' IS NOT SHOWN, TACK-WELD AS REQUIRED FOR ERECTION

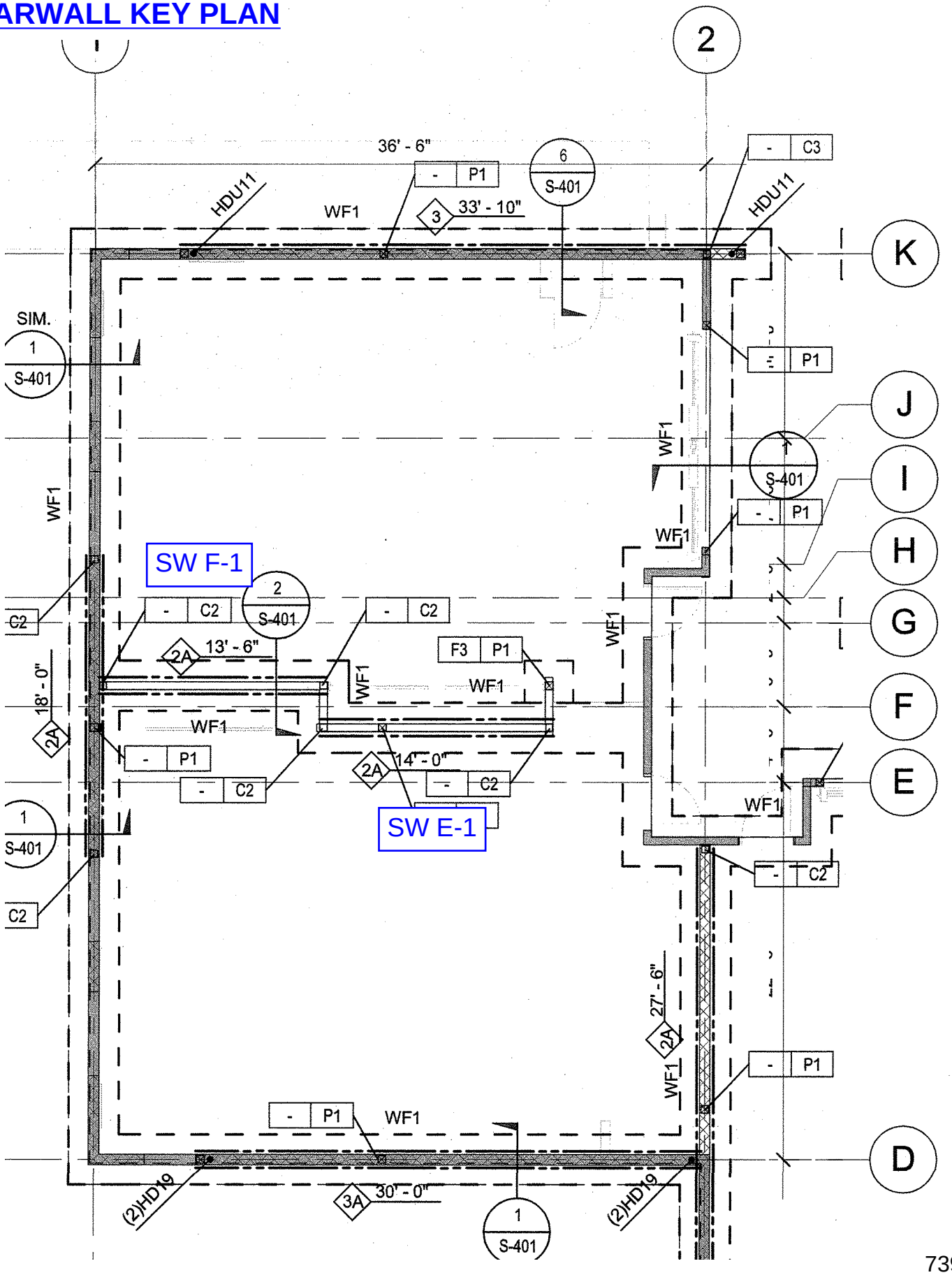
17 TYPICAL ANCHOR ROD DETAIL

SCALE : 3/4" = 1'-0"

DETAIL 17/S-401
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

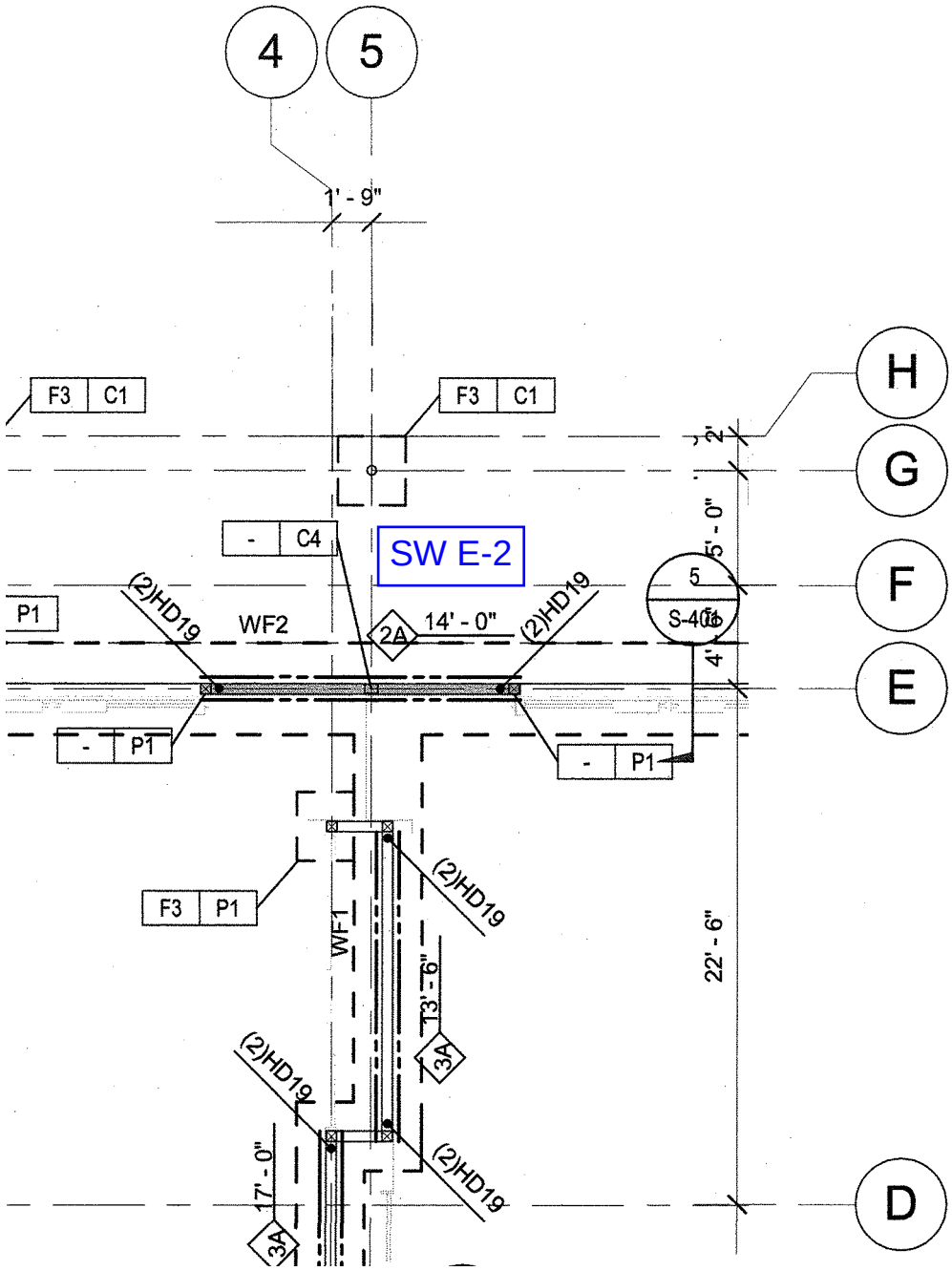
CCD 024
CALCULATIONS

LATERAL DESIGN
SHEARWALL KEY PLAN



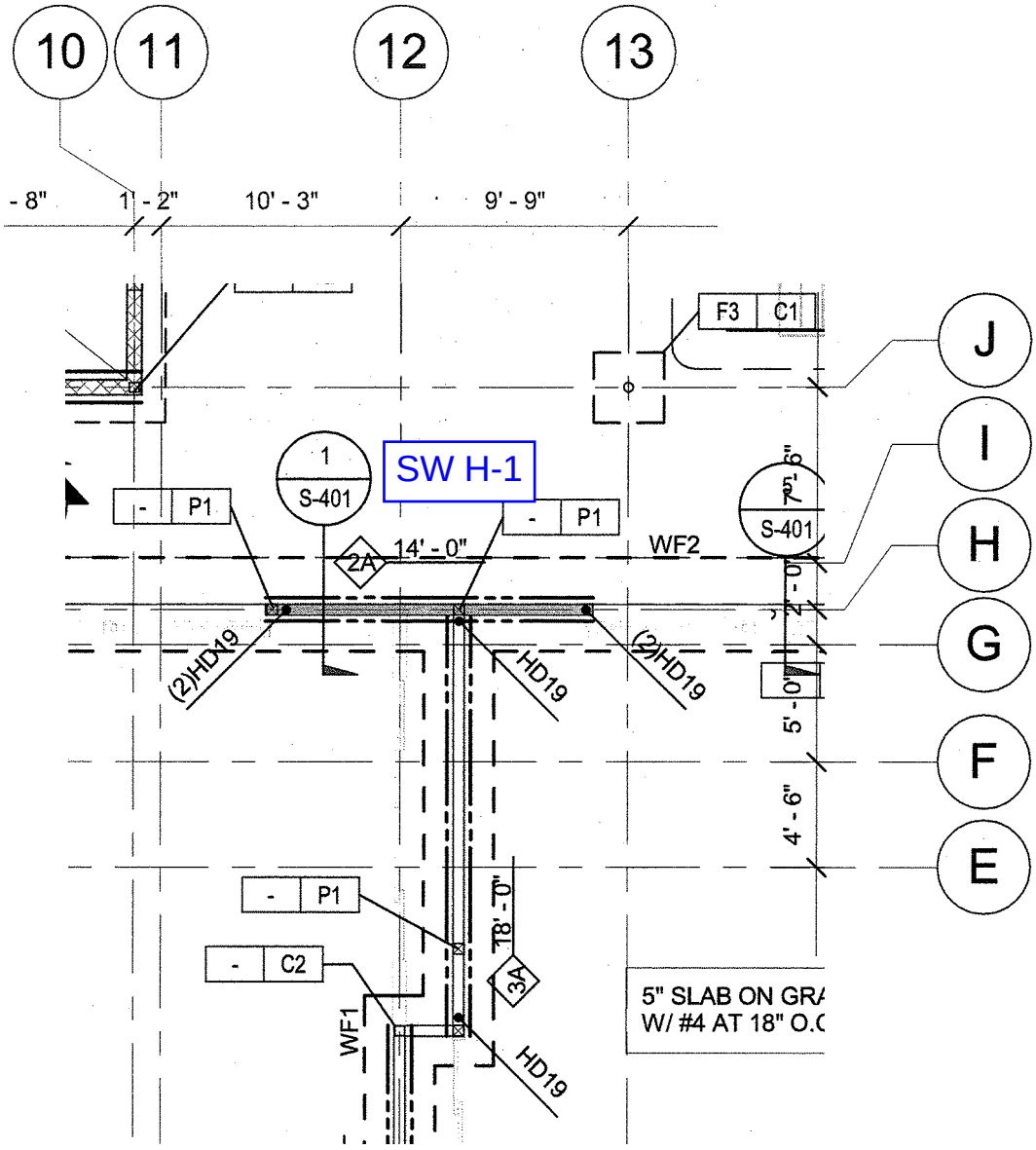
739

LATERAL DESIGN
SHEARWALL KEY PLAN



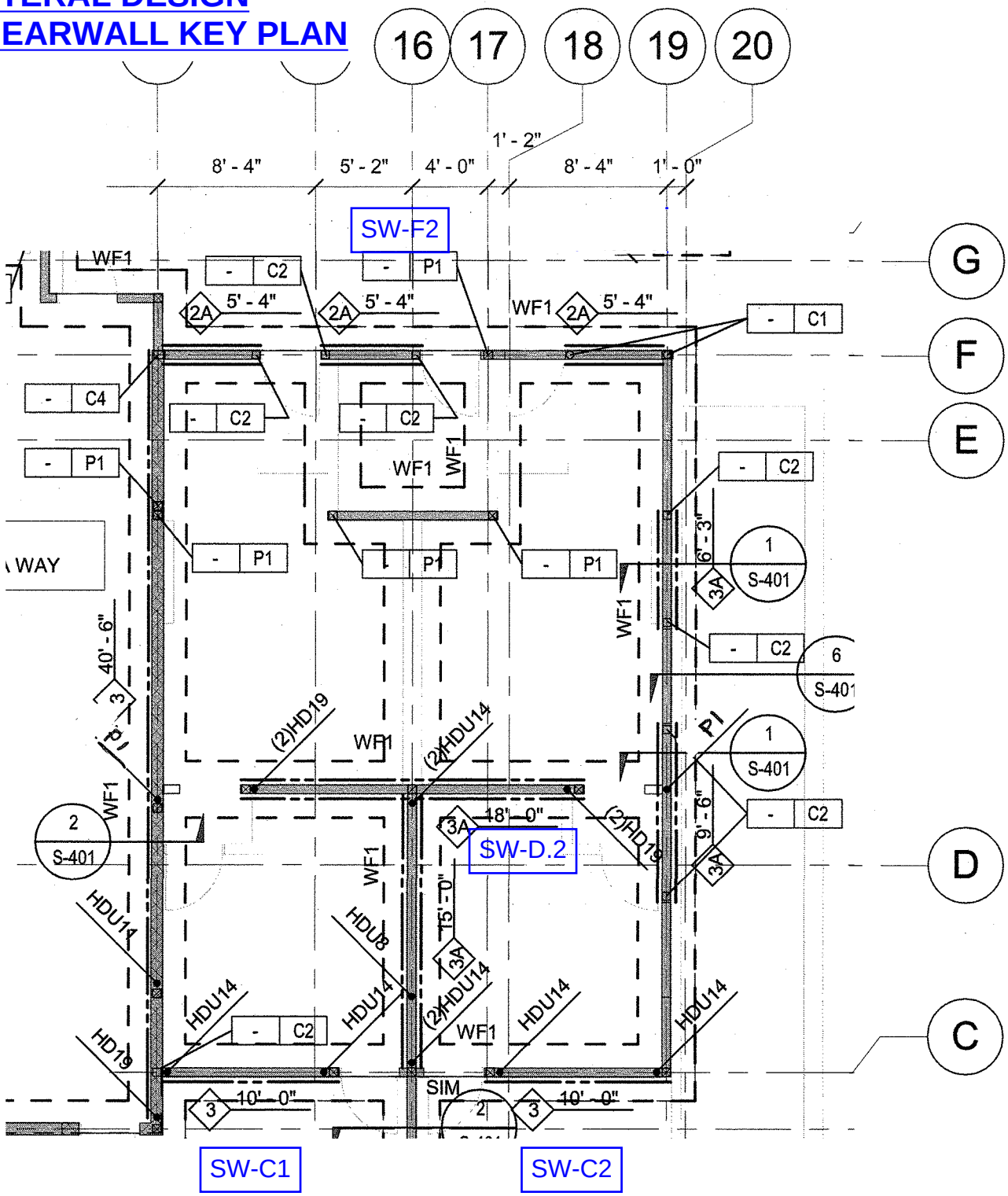
740

LATERAL DESIGN
SHEARWALL KEY PLAN



741

LATERAL DESIGN
SHEARWALL KEY PLAN



742

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 40340 743
SHEET NO. ____ OF ____
CALCULATED BY ____ DATE 01/09/18
CHECKED BY ____ DATE ____
SCALE ____

LATERAL DESIGN: GRID B/C

V = PER APPROVED DSA CALCS

$V = 8.330^k \times 2 + 0.799^k + 1.800^k + 7.42^k$

$V = 26.70^k / [18.0' + 18.0' + 9.83' + 9.83']$

$= 26.70^k$

$= 0.480^k/'$

USE ③ $V_{ALLOW} = .665^k/'$

NO CHANGE

HOLD DOWNS:

WALL C-1

W_D = PER DSA APPROVED CALCS

$OTM = 0.480^k/' \times 9.83' \times 14.0'$

$= 0.550^k/'$

$M_{12} = 0.550^k/' \times (9.83')^2 \times 0.5$

$= 66.06^{k-'}$

$T = \frac{66.06^{k-'} - 0.6 \times 26.57^{k-'}}{9.83'}$

$= 26.57^{k-'}$

$= 5.10^k$

USE HDS $P_{ALL} = 5.67^k$

NO CHANGE

WALL C-2

W_D = PER DSA APPROVED CALCS

$= 1.33' \times 21.0\ PSF + 14.0' \times 20.0\ PSF$

$= 0.308^k/'$

M_O = SEE WALL C-1

$= 66.06^{k-'}$

$M_{12} = 0.308^k/' \times (9.83')^2 \times 0.5$

$= 14.82^{k-'}$

$T = \frac{66.06^{k-'} - 0.6 \times 14.82^{k-'}}{9.83'}$

$= 5.01^k$

USE HDS $P_{ALL} = 7.87^k$

NO CHANGE

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3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 403340 744
SHEET NO. ____ OF ____
CALCULATED BY ____ DATE 01/09/18
CHECKED BY ____ DATE ____
SCALE ____

LATERAL DESIGN: GRID D/D.2

SHEAR DESIGN

V = PER DSA APPROVED CALCULATIONS

V = 36.385^k + 23.083^k = 59.47^k

v_{1ST} = 59.47^k / [30.0' + 17.33'] = 1.257$^{k/'}$

USE (3A) v_{ALLOW} = 1.330$^{k/'}$

NO CHANGE

WALL D.2 (1ST FLR)

W_D = PER DSA APPROVED CALCS

= 7.25' x 21.0 PSF + 11.75' x 10.0 PSF + 7.25' x 32.0 PSF + 1.33' x 21.0 PSF + 14.0' x 10.0 PSF

W_D = 0.670$^{k/'}$

M_o = 1.257$^{k/'}$ x 17.33' x 14.0' + 1918.6$^{k-'}$ ← M_o FROM WALL ABOVE = 503.57$^{k-'}$

M_R = 0.670$^{k/'}$ x (17.33')^2 x 0.5 = 100.61$^{k-'}$

T = (503.57$^{k-'}$ − 0.6 x 100.61$^{k-'}$) / 17.33' = 25.57^k

USE (2) HDU14 P_{ALL} = 28.9^k

NO CHANGE

WALL D.2 (2ND FLR)

W_D = PER DSA APPROVED CALCS

W_D = 7.25' x 21.0 PSF + 11.75' x 10.0 PSF

v_{2ND} = 36.385^k / [30.0' + 17.33'] = 0.769$^{k/'}$

M_1 = 0.769$^{k/'}$ x 17.33' x 11.75' = 156.60$^{k-'}$

M_R = 0.270$^{k/'}$ x (17.33')^2 x 0.5 = 40.54$^{k-'}$

T = (156.60$^{k-'}$ − 0.6 x 40.54$^{k-'}$) / 17.33' = 7.63^k

USE (2) + HDU8 P_{ALL} = 7.87^k

v_{ALL} = 0.870$^{k/'}$

NO CHANGE

NISHKIAN CHAMBERLAIN
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3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 40340
SHEET NO. OF
CALCULATED BY DATE 05.10.18
CHECKED BY DATE
SCALE

745

LATERAL DESIGN: GRID E/F/G
SHEARWALL F-1 & E-1

SECOND FLOOR:
PER DSA APPROVED CALCULATIONS
W_D = SEE APPROVED CALCS = 173 lb/'
$M_o = 1.101^{k}/' \times 13.5' \times 12.5'$ = 185.8 k-'
$M_R = (0.173^{k}/')(13.5')^2 \times 0.5$ = 15.8 k-'
$T = \frac{185.8^{k-'} - 0.6 \times 15.8^{k-'}}{13.5'}$ = 13.06 k

NO CHANGE FROM APPROVED DRAWINGS

USE HD19

1ST FLR:
W_D = PER DSA APPROVED CALCS =
$= 0.173^{k}/' + 34.0\ PSF \times 2.0' + 10.0\ PSF \times 26.5'$ = 0.506 k/'
$M_o = 1.614^{k}/' \times 13.5' \times 12.75' + 185.8^{k-'}$ = 463.6 k-'
$M_R = 0.506^{k}/' \times (13.5')^2 \times 0.5$ = 46.1 k-'
$T = \frac{463.6^{k-'} - 0.6 \times 46.1}{13.5}$ = 32.3 k

NO CHANGE FROM APPROVED DRAWINGS

USE HSS COL.

NISHKIAN CHAMBERLAIN
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3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 40340 746
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 05.10.18
CHECKED BY _____ DATE _____
SCALE _____

LATERAL DESIGN: GRID E/F/G

SHEARWALL E-2

SECOND FLOOR:

W_D = PER DSA APPROVED CALCULATIONS

$= 0.5 \times 9.25' \times 18.0\ psf + 20.0\ psf \times 5.75' + 24.0\ psf \times 19.5' \times 0.5 + 20.0\ psf \times 12.5'$ $= 0.682^{k}/'$

$M_o = 1.101^{k}/' \times 14.0' \times 12.5'$ $= 192.7^{k\text{-}'}$

$M_R = 0.682^{k}/' \times (14.0')^2 \times 0.5$ $= 66.8^{k\text{-}'}$

$T = \dfrac{192.7^{k\text{-}'} - 0.6 \times 66.8^{k\text{-}'}}{14.0'}$ $= 10.9^{k}$

NO CHANGE FROM APPROVED DRAWINGS

USE HDU14

FIRST FLOOR:

$W_D = 0.682^{k}/' + 34.0\ psf \times 0.5 \times 19.5' + 20.0\ psf \times 12.75'$ $= 1.269^{k}/'$

$M_o = 1.614^{k}/' \times 14.0' \times 12.75' + 192.7^{k\text{-}'}$ $= 480.8^{k\text{-}'}$

$M_R = 1.269^{k}/' \times (14.0')^2 \times 0.5$ $= 124.4^{k\text{-}'}$

$T = \dfrac{480.8^{k\text{-}'} - 0.6 \times 124.4^{k\text{-}'}}{14.0'}$ $= 29.0^{k}$

NO CHANGE FROM APPROVED DRAWINGS

USE (2) HD19
($T_{ALLOW} = 30.512^{k}$)

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3710 S. Robertson Blvd., Suite 220,
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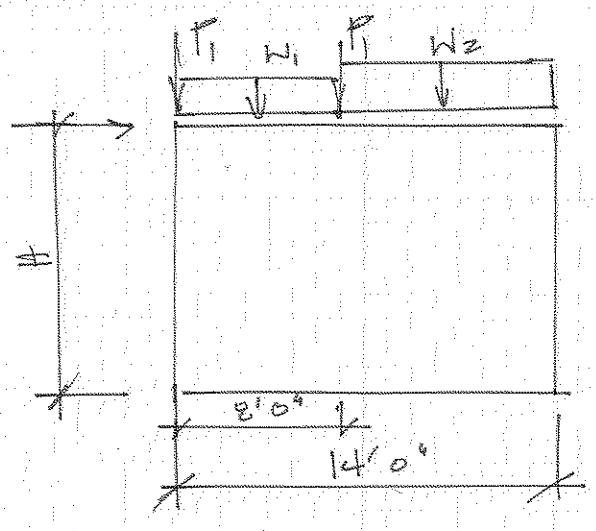
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OKNARD MARSHALL NO 40340 747
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 05.10.18
CHECKED BY _____ DATE _____
SCALE _____

LATERAL DESIGN: GRID E/F/G

SHEARWALL H-1



SECOND FLOOR:

$W_1 = 0.5 \times 6.5' \times [23.0\ PSF(D)]$
$+ 12.5' \times [22.0\ PSF(D)]$
$+ 0.5 \times 9.5' \times [24.0\ PSF(D)]$
$+ 4.0' \times [20.0\ PSF(D)] = 513^{\#}/'$

$W_2 = 0.5 \times 11.0' \times [23.0\ PSF(D)]$
$+ 12.5' \times [20.0\ PSF(D)]$
$+ 4.75' \times [24.0\ PSF(D)]$
$+ 4.0' \times [20.0\ PSF(D)] = 571^{\#}/'(D)$

$P_1 = 0.25 \times 54.0\ S.F. \times [23.0\ PSF(D)]$
$+ 0.25 \times 54.0\ S.F. \times [23.0\ PSF] \times 5.0'/11.0'$

$P_1 = 0.45^{k}(D)$

$M_o = 1.101^{k}/' \times 14.0' \times 12.5'$ $= 192.7^{k-'}$

$P_{R,LEFT}$ = PER STATICS $= 3.86^{k}$
(REACTING POINT LOAD AT LEFT)

$P_{R,RIGHT}$ = PER STATICS $= 4.12^{k}$

$T_L = \frac{192.7^{k-'}}{14.0'} - 0.6 \times 3.86^{k}$ $= 11.4^{k}$

$T_R = \frac{192.7^{k-'}}{14.0'} - 0.6 \times 4.12^{k}$ $= 11.2^{k}$

NO CHANGE FROM
APPROVED DRAWINGS

USE HPU 14

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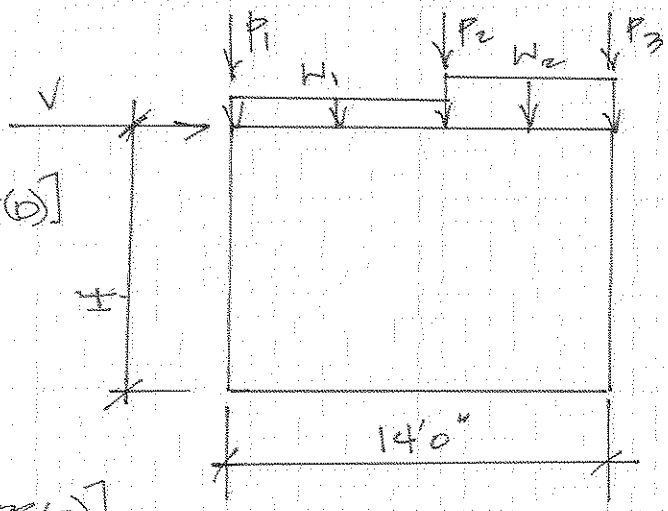
JOB OXNARD MARSHALL NO 40340 748
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 05.10.18
CHECKED BY _____ DATE _____
SCALE _____

LATERAL DESIGN: GRID E4/G
SHEARWALL H-1
FIRST FLOOR.



$W_1 = 0.513^k/' + 0.5 \times 15.5' \times [32.0\ PSF(D)]$
$+ 0.5 \times 9.5' \times [2.0\ PSF(D)]$
$+ 12.75' \times [20.0\ PSF(D)]$

$W_1 = 1.026^k/'(D)$

$W_2 = 0.571^k/' + 0.5 \times 14.5' \times [32.0\ PSF(D)]$
$+ 0.5 \times 9.5' \times [24.0\ PSF(D)]$
$+ 12.75' \times [20.0\ PSF(D)]$

$W_2 = 1.220^k/'$

$P_1 = 0.25 \times 146\ S.F. \times [32.0\ PSF(D)]$
$+ 0.25 \times 146\ S.F. \times [32.0\ PSF(D)] \times 2.5'/14.5'$
$+ 0.25 \times 47.0\ S.F. \times [32.0\ PSF(D)] \times 2.5'/14.5'$
$+ 0.25 \times 125.0\ S.F. \times [24.0\ PSF(D)]$
$+ 0.45^k(D)$

$P_1 = 2.80^k(D)$

$P_3 = 0.25 \times 199\ S.F. \times [32.0\ PSF(D)]$
$+ 0.25 \times 130\ S.F. \times [24.0\ PSF(D)]$

$P_3 = 2.70^k(D)$

$P_2 = 0.25 \times 77\ S.F. \times [24.0\ PSF(D)]$
$+ 0.25 \times 49.5\ S.F. \times [32.0\ PSF(D)]$
$+ 0.25 \times 49.0\ S.F. \times [32.0\ PSF(D)] \times 9.5'/14.5'$
$+ 0.25 \times 29.0\ SF \times [32.0\ PSF(D)] \times 9.5'/14.5'$
$+ 0.450^k(D)$

$P_2 = 1.78^k(D)$

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JOB OXNARD MARSHALL NO 40340 749
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 05.10.18
CHECKED BY _____ DATE _____
SCALE _____

LATERAL DESIGN. GRID E/F/G
SHEARWALL H-1 (CONT.)

FIRST FLOOR:

$M_o = 1.614^{k/'} \times 14.0' \times 12.75' + 192.7^{k\text{-}'}$ $= 480.8^k$

$P_{R,LEFT}$ = PER STATICS $= 10.99^k$

$P_{R,RIGHT}$ = PER STATICS $= 11.81^k$

$T_L = \frac{480.8^{k\text{-}'}}{14.0'} - 0.6 \times 10.99^k$ $= 27.7^k$

$T_{RIGHT} = \frac{480.8^{k\text{-}'}}{14.0'} - 0.6 \times 11.81^k$ $= 27.3^k$

NO CHANGE FROM APPROVED DRAWINGS

USE (2) HD19 ($T_{ALLOW} = 30.512^k$)

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JOB OXNARD MARSHALL NO 403340 750
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 04/12/18
CHECKED BY _____ DATE _____
SCALE _____

LATERAL DESIGN: GRID E/F/G

SECOND FLOOR

V = PER DSA APPROVED CALCULATIONS
$V = 7.481^k + 16.582^k + 45.286^k$ $= 69.376^k$ [ASD]
$v = 69.376^k / [13.5' + 13.5' + 14.0' + 14.0' + 8.0']$
$v = 69.376^k / 63.0'$

CHANGE
USE 3A $v_{ALLOW} = 1.330^{k/'}$

WALL F-3

W_D = PER APPROVED DSA CALCS
$W_D = 24.0\ PSF \times 9.5' \times 0.5 + 20.0\ PSF \times 11.67'$ $= 0.407^{k/'}$
$M_o = 1.101^{k/'} \times 8.0' \times 11.67'$ $= 102.79^{k-'}$
$M_R = 0.407^{k/'} \times (8.0')^2 \times 0.5$ $= 13.02^{k-'}$
$T = \frac{102.79^k - 0.6 \times 13.02^{k-'}}{8.0'}$ $= 11.87^k$

CHANGE
USE HD19 $P_{ALL} = 15.26^k$

FIRST FLOOR

V = PER DSA APPROVED CALCS
$V = 69.376^k + 32.322^k$ $= 101.68^k$ [ASD]
↑ SEE ABOVE
$v = 101.68^k / 63.0'$

NO CHANGE
USE 2A $v_{ALLOW} = 1.140^{k/'}$

WALL F-3

W_D = PER DSA APPROVED CALCS
$W_D = 0.407^{k/'} + 34.0\ PSF \times 9.5' \times 0.5 + 20.0\ PSF \times 12.75'$ $= 0.824^{k/'}$
↑ SEE ABOVE
$M_o = 1.614^{k/'} \times 8.0' \times 12.75' + 102.79^{k-'}$ $= 267.42^{k-'}$
↑ SEE ABOVE
$M_R = 0.824^{k/'} \times (8.0')^2 \times 0.5$ $= 26.37^{k-'}$
$T = [267.42^{k-'} - 0.6 \times 26.37^{k-'}] / 12.0'$

NO CHANGE
USE HSS5X5X1/4

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JOB OXNARD MARSHALL NO 47340 751
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 04.19.18
CHECKED BY _____ DATE _____
SCALE _____

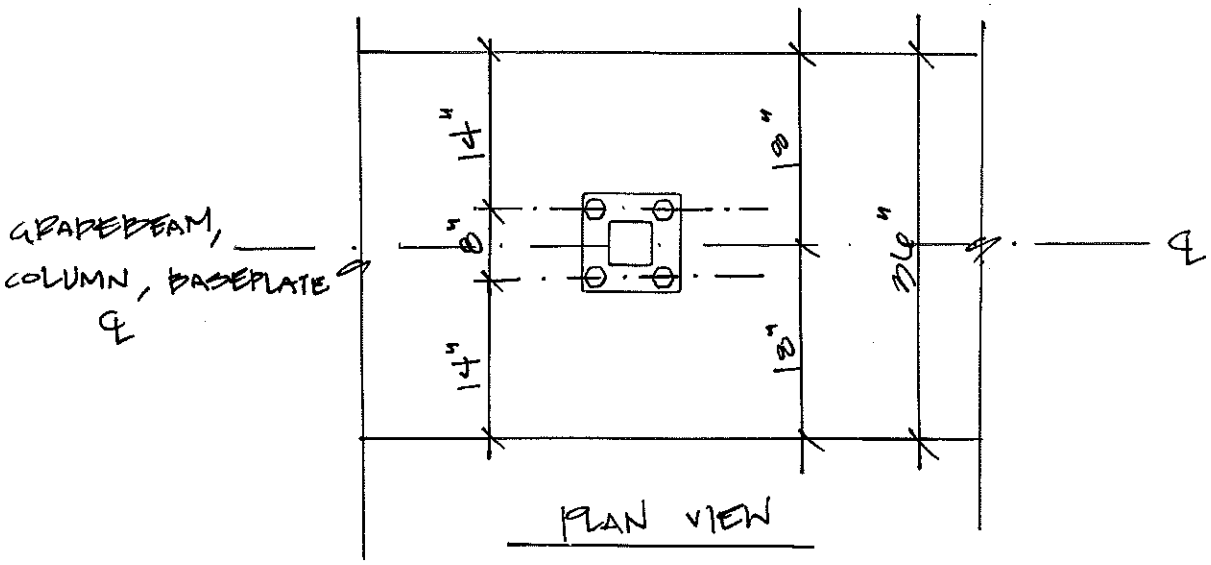
LATERAL DESIGN: GRID E/F/G
WALL F-2 : ANCHORAGE

$M_o = 267.42^{k-'} \times 1.4 = 374.39^{k-'}$

↑ LRFD CONVERSION

M_R = PER PREVIOUS CALCS $= 26.37^{k-'}$

$T = \dfrac{374.39^{k-'} - 0.9 \times 26.37^{k-'}}{8.0'} = 43.032^{k}$



USE 3/4" THICK BASEPLATE W/ (4) 3/4" ϕ ANCHOR BOLTS AT 12" O.C. + SUPPLEMENTAL REINFORCEMENT.

NO CHANGE

Company:	Nishkian Chamberlain	Date:	10/19/2017
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

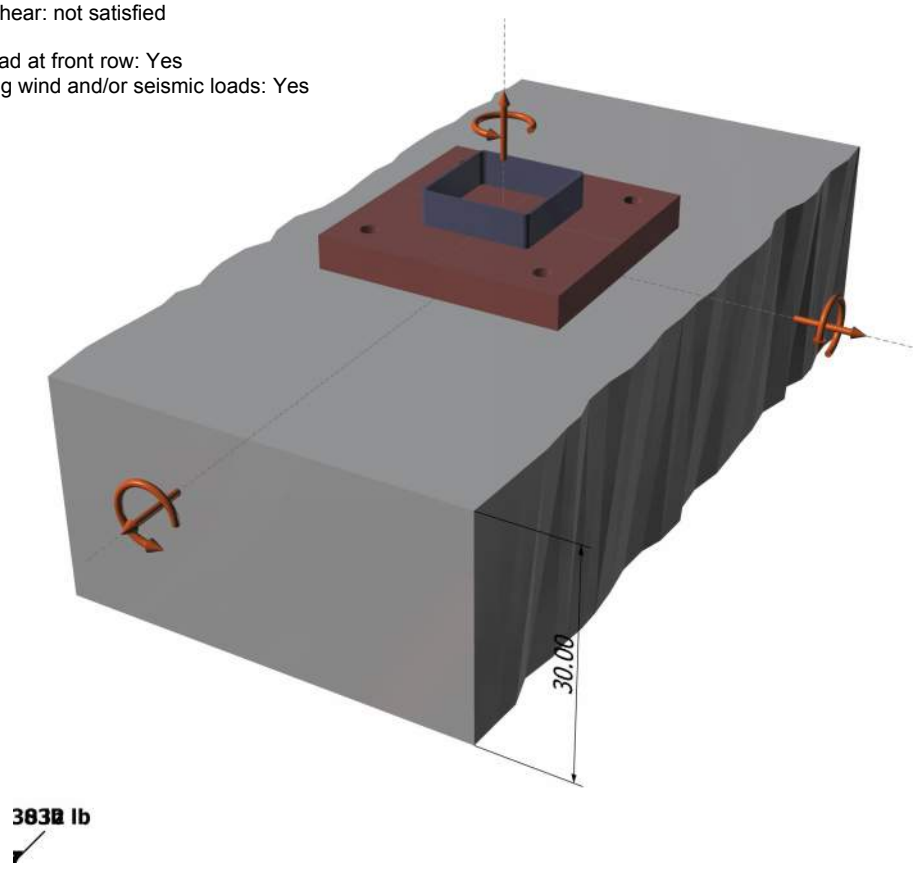
Load and Geometry
Load factor source: ACI 318 Section 9.2
Load combination: not set
Seismic design: Yes
Anchors subjected to sustained tension: Not applicable
Ductility section for tension: D.3.3.4.3 (a) 3-6 is satisfied
Ductility section for shear: not satisfied
Ω_0 factor: not set
Apply entire shear load at front row: Yes
Anchors only resisting wind and/or seismic loads: Yes

<Figure 1>

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 6do requirement: No
Build-up grout pad: Yes

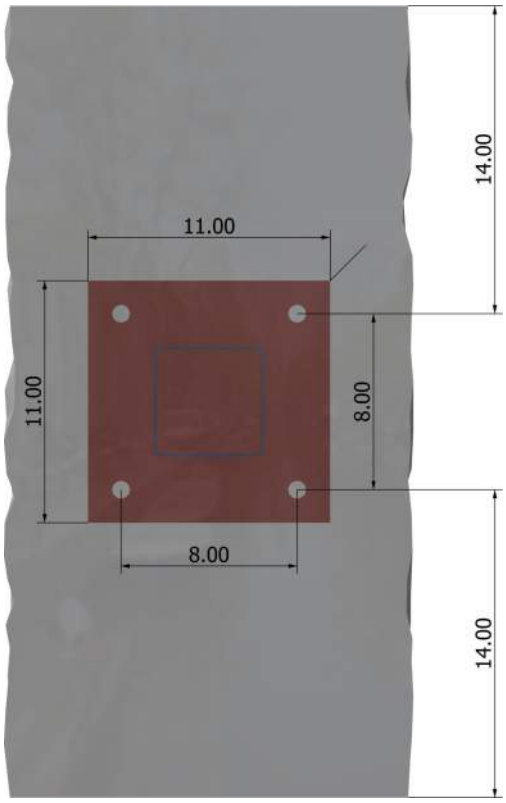
Base Plate
Length x Width x Thickness (inch): 11.00 x 11.00 x 1.50
Yield stress: 50000 psi

Profile type/size: HSS5X5X1/4



Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.
Simpson Strong-Tie Company Inc. 5956 W. Las Positas Boulevard Pleasanton, CA 94588 Phone: 925.560.9000 Fax: 925.847.3871 www.strongtie.com

<Figure 2>



Recommended Anchor
Anchor Name: PAB Pre-Assembled Anchor Bolt - PAB6 (3/4"Ø)

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.
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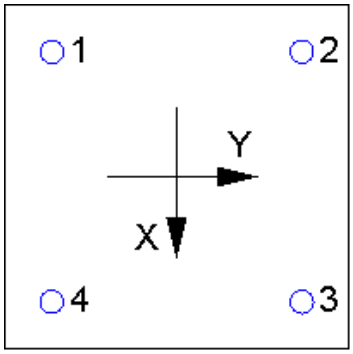
3. Resulting Anchor Forces

Anchor	Tension load, N_{ua} (lb)	Shear load x, V_{uax} (lb)	Shear load y, V_{uay} (lb)	Shear load combined, $\sqrt{(V_{uax})^2+(V_{uay})^2}$ (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	$0.75\phi N_{pn}$ (lb)
1.0	3.53	3000	0.70	44528

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.
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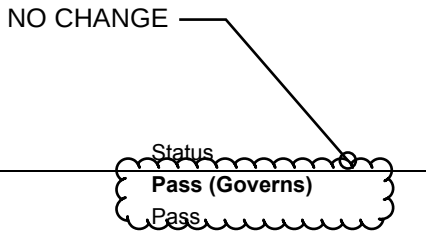

11. Results

Interaction of Tensile and Shear Forces (Sec. D.7)

Tension	Factored Load, N_{ua} (lb)	Design Strength, ϕN_n (lb)	Ratio	Status
Steel	**10958**	**14528**	**0.75**	**Pass (Governs)**
Pullout	10958	44528	0.25	Pass

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.

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.
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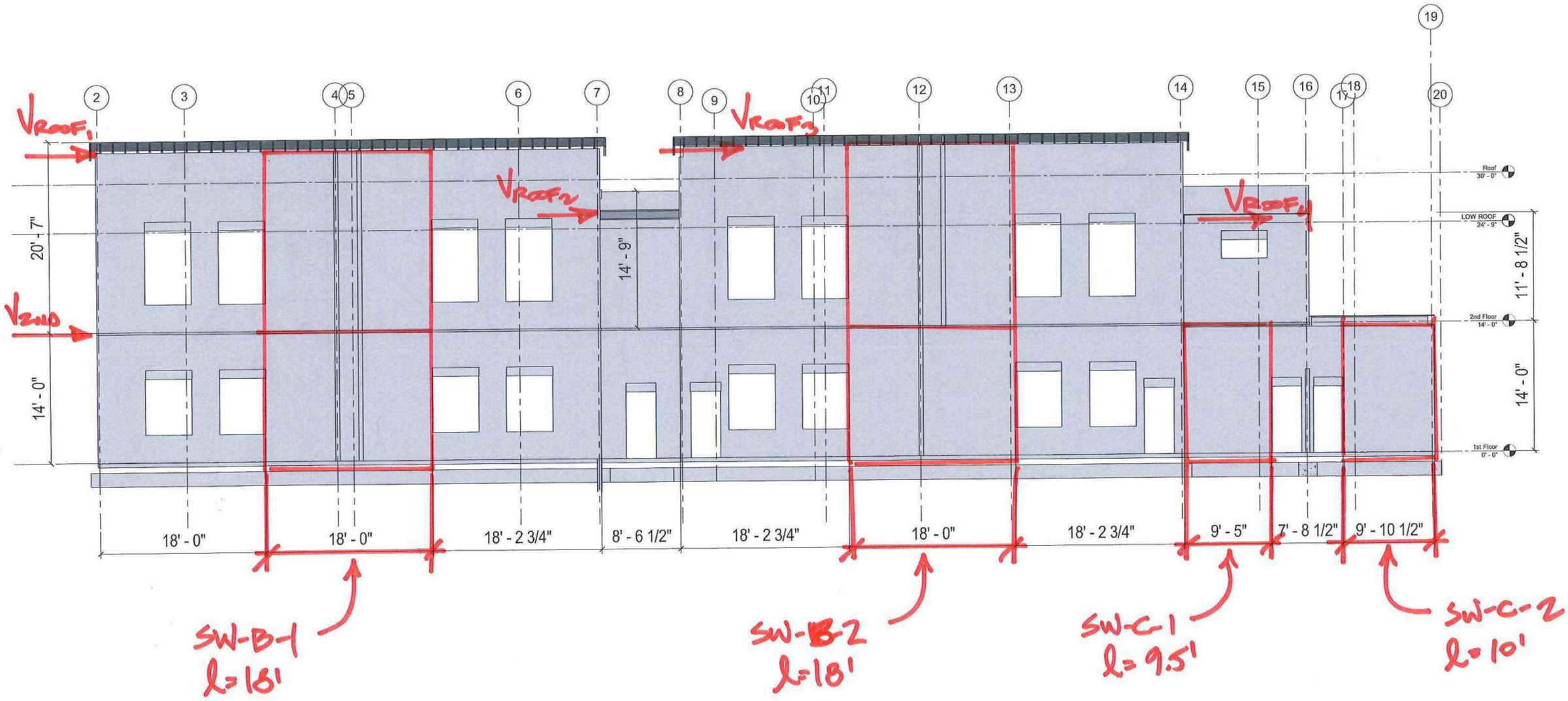
DSA APPROVED CALCULATIONS

SHEARWALLS - GRID B/C

DSA A# 0: 757 16806
CCD#024
SHEET 01 OF 10

PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)



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JOB OXNARD-MARSHALL NO
SHEET NO. OF
CALCULATED BY DATE
CHECKED BY DATE
SCALE

DSA A# 03-116806
CCD#024
SHEET 02 OF 10

PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)

-GRID (B)/(E)

$V_{ROOF1} = W_{R-C}(14'/2+5)$
$= 0.699(12')$
$= 8.388\ k$

$V_{ROOF2} = W_{R-F}(22.5/2 \times 7/14)$
$= 0.142(5.625')$
$= 0.799\ k$

$V_{ROOF3} = 8.388\ k$

$V_{ROOF4} = W_{R-H}(15'/2)$
$= 0.240(7.5')$
$= 1.800\ k$

$V_{2ND} = W_E(7') + W_G(4') + W_E(3')$
$= 0.484(7') + 0.645(4') + 0.484(3')$
$= 7.42\ k$

-Shearwalls
-2ND FLOOR
SW-B-1
$l = 18'$ ht = 20.58 ft
$v_2 = (8.388 + 0.799/2)/18$
$= 488\ plf$ → (3) (allow = 665)

SW-B-2
$l = 18'$ ht = 20.58 ft
$v_2 = (8.388 + 0.799/2 + 1.800)/18$
$= 588\ plf$ → (3) (allow = 665)

-1ST FLOOR.
$l = 18' + 18' + 9.5' + 10' = 55.5'$ ht = 14'
$v_1 = (8.388^{x2} + 0.799 + 1.800 + 7.42)/55.5$
$= 483\ plf$ → (3) (allow = 665)

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JOB OXNARD / MARSHALL NO. 170759
SHEET NO. ___ OF ___
CALCULATED BY ___ DATE ___
CHECKED BY ___ DATE ___
SCALE ___

DSA A# 03-116806
CCD#024
SHEET 03 OF 10

PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)

GRID (B)/(C)

- HOLD DOWNS

2ND FLR

SWB1: $W_D = \frac{(22.5')^2 \times 0.5}{17.0'} \times 21.0 \text{ PSF} + 14.42' \times 20.0 \text{ PSF} = 625 \text{ lb/ft}$

$OTM = 0.488 \text{ k/ft} \times 18.0' \times 14.42' = 170.6 \text{ k-ft}$

$0.6DM = (0.625 \text{ k/ft} \times 18.0'^2 \times 0.5) 0.6 = 60.8 \text{ k-ft}$

$UPLIFT = (170.6 \text{ k-ft} - 60.8 \text{ k-ft}) / 18.0' = 6.1 \text{ k}$

USE HDU8 $T_{ALLOW} = 7.87 \text{ k}$

1ST FLR:

$W_D = 625 \text{ lb/ft} + 8.5' \times 32.0 \text{ PSF} + 14.0' \times 20.0 \text{ PSF} = 1177 \text{ lb/ft}$

$OTM = 170.6 \text{ k-ft} + .483 \text{ k/ft} \times 18.0' \times 14.0' = 292.3 \text{ k-ft}$

$0.6DM = (1.177 \text{ k/ft})(18.0')^2 \times 0.5 \times 0.6 = 114.4 \text{ k}$

$UPLIFT = [292.3 \text{ k-ft} - 114.4 \text{ k-ft}] / 18.0' = 9.88$

USE HDU14 $P_{ALL} = 11.2\text{k}$

SWB2

SIMILAR TO SWB1

1ST FLR

SW C-1

$W_D = 1.333' \times 21.0 \text{ PSF} + 1.333' \times 32.0 \text{ PSF} + 24.0' \times 20.0 \text{ PSF} = 550 \text{ lb/ft}$

$OTM = (0.483 \text{ k/ft} \times 10.0') \times 14.0' = 67.6 \text{ k-ft}$

$0.6DM = [0.550 \text{ k/ft} \times 10.0'^2 \times 0.5] \times 0.6 = 16.5 \text{ k-ft}$

$UPLIFT = [67.6 \text{ k-ft} - 16.5 \text{ k-ft}] / 10.0' = 5.11$

USE HDU5 $P_{ALL} = 5.07 \text{ k}$

SW C-2

$W_D = 1.333' \times 21.0 \text{ PSF} + 14.0' \times 20.0 \text{ PSF} = 308 \text{ lb/ft}$

$OTM = (0.483 \text{ k/ft} \times 10.0') \times 14.0' = 67.6 \text{ k-ft}$

$0.6DM = [0.308 \text{ k/ft} \times 10.0'^2 \times 0.5] / 10.0' = 9.2 \text{ k-ft}$

$UPLIFT = [67.6 \text{ k-ft} - 9.2 \text{ k-ft}] / 10.0' = 5.84$

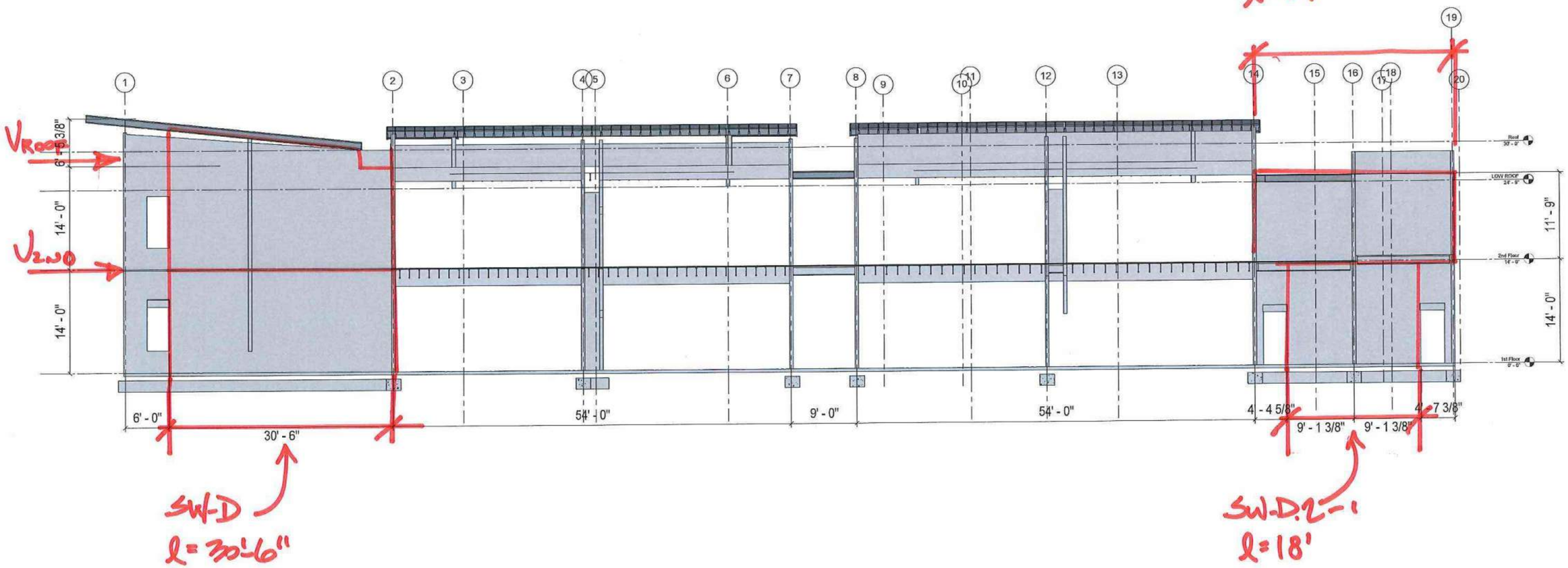
USE HDU8 $P_{ALLOW} = 7.87 \text{ k}$

SHEARWALLS - GRID D/D.2

DSA A# 03-[illegible]3806
CCD#024
SHEET 04 OF 10

PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)

SW-D.2-2
l=27'



SW-D
l=30'-6"

SW-D.2-1
l=18'

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB Oxnard - Marshall NO
SHEET NO. OF
CALCULATED BY DATE
CHECKED BY DATE
SCALE

DSA A# 03-116806
CCD#024
SHEET 05 OF 10

PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)

- GRID D / D.2

$V_{ROOF} = W_{R-A}(9.5') + W_{R-B}(22.5/2 - 9.5) + W_{R-C}(14'/2) \times 2$
$+ W_{R-D}(22.5/2 - 3) \times 2 + W_{R-F}(22.5/2 \times 7/14)$
$+ W_{R-J}(22.5/2 - 3) + W_{R-H}(11'/2 + 3)$

$= 0.606(9.5) + 0.590(1.75) + 0.699(14)$
$+ 0.823(16.5) + 0.142(5.625)$
$+ 0.411(8.25) + 0.240(8.5)$
$= 36.385\,k$

$V_{2ND} = W_A(3.0') + W_B(22.5'/2 - 3') + W_F(7')$
$= 1.331(3.0) + 1.367(8.25') + 1.116(7')$
$= 23.083\,k$

- shearwalls
- 2ND FLOOR
$l = 30' + 26' = 56'$
$ht = 17'\text{-}3''$ (SW-D)
$= 11'\text{-}9''$ (SW-D.2)
$v_{2ND} = 36.385 / (56')$
$= 650\ plf$
→ ◇2 (allow = ~~[illegible]~~ 870)

- 1ST FLOOR
$l = 30' + 18' = 48'$
$ht = 14'$
$v_{1ST} = (36.385 + 23.083) / 48$
$= 1,239\ plf$
→ ◇3A (allow = 1,330)

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JOB OXNARD MARSHALL NO. 1762
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DSA A# 03-116806
CCD#024
SHEET 06 OF 10

PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)

GRID (D) / (D.2)

- HOLD DOWNS

2ND FLOOR

SWD: $W_D = 1.33' \times 21.0\ psf + 14.67' \times 20.0\ psf = 0.361\ k/'$

$OTM = (0.650\ k/' \times 30.0')' \times 17.25' = 3336.4\ k\text{-}'$

$0.6RM = [0.361\ k/' \times 30.0'^2 \times 0.5] \times 0.6 = 97.5\ k\text{-}'$

$UPLIFT = [3336.4\ k\text{-}' - 97.5\ k\text{-}'] / 30.0' = 7.96\ k$

USE HDU11 $P_{allow} = 9.54\ k$

1ST FLR:

SWD: $W_D = 0.361\ k/' + 1.33' \times 32.0\ psf + 14.0' \times 20.0\ psf = 0.684\ k/'$

$OTM = 3336.4\ k\text{-}' + 1.239\ k/' \times 30' \times 14.0' = 856.8\ k\text{-}'$

$0.6RM = [0.684\ k/' \times 30.0'^2 \times 0.5] \times 0.6 = 184.7\ k\text{-}'$

$UPLIFT = [856.8\ k\text{-}' - 184.7\ k\text{-}'] / 30.0' = 22.4\ k$

USE (2) HDU14 $P_{allow} = 23.9\ k$

SW-D2

2ND FLR:

$W_D = 7.25' \times 21.0\ psf + 11.75' \times 10.0\ psf = 0.270\ k/'$

$OTM = (0.650\ k/') \times 26.0' \times 11.75' = 198.6\ k\text{-}'$

$0.6RM = (0.270\ k/' \times 26.0'^2 \times 0.5) \times 0.6 = 54.8\ k\text{-}'$

$UPLIFT = [198.6\ k\text{-}' - 54.8\ k\text{-}'] / 26.0' = 5.53\ k$

USE HDU9 $P_{allow} = 7.87\ k$

1ST FLR

$W_D = 0.270\ k/' + 7.25' \times 32.0\ psf + 1.33' \times 21.0\ psf + 14.0' \times 10.0\ psf = 0.670\ k/'$

$OTM = 198.6\ k\text{-}' + 1.239\ k/' \times 14.0' \times 18.0' = 510.8\ k\text{-}'$

$0.6RM = (0.670\ k/' \times 18.0'^2 \times 0.5) \times 0.6 = 65.1\ k\text{-}'$

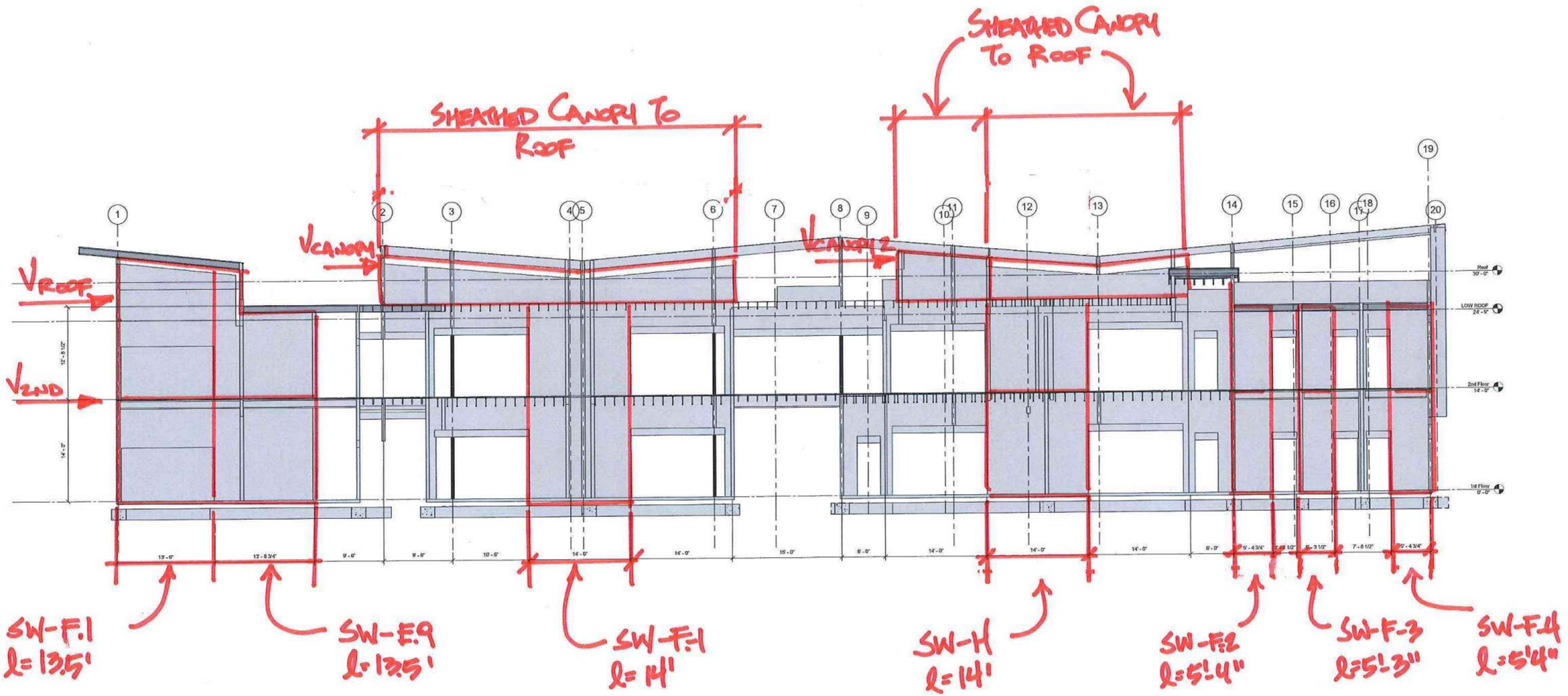
$UPLIFT = [510.8\ k\text{-}' - 65.1\ k\text{-}'] / 18.0' = 24.7\ k$

USE (2) HDU14 $P_{allow} = 23.9\ k$

SHEARWALLS - GRID E/F/G

DSA A# 03 763 6806
CCD#024
SHEET 07 OF 10

PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)



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JOB OXNARD-MARSHALL NO
SHEET NO. OF
CALCULATED BY DATE
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SCALE

DSA A# 03-16806
CCD#024
SHEET 08 OF 10

764

PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)

- GRID (E)/(F)/(G)

$V_{CANOPY-1}$ = 3.571 + 5.979 − 2.069 = 7.481 k.

$V_{CANOPY-2}$ = 10.929 + 5.658 = 16.588 k

$V_{ROOF} = W_{R-B}(25.75/2+2.5+25.75/2) + W_{R-E}(5.75)\times 2$
$+ W_{R-D}(22.5'/2-5.75)\times 2 + W_{R-F}(22.5/2)$
$+ W_{R-G}(11') + W_{R-J}(23'/2)$
$= 0.590(28.25') + 0.699(11.5') + 0.823(11')$
$+ 0.142(11.25') + 0.471(11') + 0.411(11.5')$
$= 45.286$ k

$V_{2ND} = W_D(20.5/2) + W_C(11') + W_B(19.5'/2)$
$= 0.386(10.25') + 1.367(11') + 1.367(9.75')$
$= 32.322$ k.

- shear walls
  - 2ND FLOOR

$l = 17.5' + (3.5' + 14.0' + 14.0' + 5.33 + 5.25 + 5.33$
$= 70.92'$

$ht = 12.75'$

$v_{2ND} = (7.481 + 16.588 + 45.286)/70.92$
$= 978$ plf

→ (4A) (allow $v = 1,020$)

- 1ST FLOOR

$l = 70.92'$

$ht = 14'$

$v_{1ST} = (7.481 + 16.588 + 45.286 + 32.322)/70.92'$
$= 1434$ plf

→ (2A) (allow $v = 1740$)

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JOB OXNARD MARSHALL. NO
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SCALE

PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)

- GRID E/F/G CONT'D

- holdowns.

- SW-F.1 $\ell = 13.5$, $ht = 12.5'$, $14'$

$W_d = (24\times2) + (10\times12.5) = 246$ plf. (173)

2ND. $OTM = 0.883\times13.5\times19.75 = 235.4$ k.ft

$0.6RM = 0.246\times13.5^2/2\times.6 = 13.4$ k.ft. 9.5

$Uplift = (235.4 - 22.4)/13.5 = 9.712 \rightarrow$ HDU14.

ONLY FLOOR → Bm AT EAST END. $0.6D = 0.6(24\times\frac{25.75}{2}\times\frac{33.5}{2})$

$= 3.105$ k.

$Uplift_{1.4} = 9.712 - 3.105 = 6.606. \rightarrow$ HDU11

1ST. $\ell = 13.5$ $ht = 14'$

$OTM = 140.6 + 1.33D\times13.5\times14 = 393.7$

$0.6RM = (24\times2 + 34\times2 + 10\times26.5)\times13.5^2/2\times0.6 = 20.83$

$Uplift_{(WEST)} = (393.7 - 20.83)/13.5 = 27.62$ k.

→ DBL HDI9.

$Uplift_{(EAST)} = 27.62 - .6(34\times\frac{25.75}{2}\times33.5/2)$

$= 26.11$ k.

→ DBL HDI9.

-SW-E.R. →(SIMILAR TO SW-F.1)

$\ell = 13.5$.

2ND $Uplift_{(WEST)} = 9.712$ → HDU14

$Uplift_{(EAST)} = 9.712 - .6(24\times\cdots$

$= 3.6.606$ → HDU11.

1ST. 27.

DBL HDI9.

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JOB _____ NO _____
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE _____
CHECKED BY _____ DATE _____
SCALE _____

DSA A# 03-116806
CCD#024
SHEET 10 OF 10

PARTIAL CALCULATIONS
FROM DSA APPROVED CALCULATIONS
(FOR REFERENCE ONLY)

— E/F/G.

F.1 HDU14 HDU14
(2) HD19 (2) HD19.

E.9 HDU11 HDU14
(2) HD19 (2) HD19.

F+1 $w_{d_2} = (18 \times 9.25/2) + (20 \times 5.75)$
$+ (24 \times 19.5/2) + (20 \times 12.5) = 682$
$w_{d_1} = 682 + (34 \times 19.5/2) + (20 \times 14) = 1{,}294$
$OTM_2 = .883 \times 14 \times 12.5 = 154.5$
$0.6\,RM = 0.6\,(.682 \times 14^2/2) = 40.1$
uplift = 8.173 k.
→ HDU14.
$OTM_1 = 154.5 + 1.339 \times 14 \times 14 = 416.9$.
$0.6\,RM = 0.6\,(1.294 \times 14^2/2) = 76.1$
uplift = 24.35 k.
→ (2) HD19.

H SAME. but little large.

F-2, F-3, F-4. ht = 11.67'
$w_{d_2} = (24 \times 9.5/2 + 20 \times 14.67) = 407$
$w_{d_1} = 407 + (34 \times 9.5/2 + 20 \times 14) = 848$
$OTM_2 = .883 \times 5.533 \times 11.67 = 54.95$ $OTM_1 = 54.95 + 1.339 \times 5.33 \times 14$
$= 154.9$
$0.6\,RM = 3.47$
0.653 uplift = 8.9 → HDU14
$.6\,RM = 1.24$
27.69 k.

BERNARDS

CHANGE ORDER REQUEST

COR No. 113 R2

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 7/1/2019

DESCRIPTION OF WORK

CCD 22 - Add (4) new 3/4" base plates at corners of elevator Columns. Provide thickened curbs at column locations per attached sketch SSK-IRI020-01. Chamfer corners 1" or as required by architect.

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	C. A. Buchen Corp	4,951
	Subtotal:	4,951
Contractual Costs		
Sub Default Insurance		59
CCIP		63
Bond		43
Fee		256
	Subtotal:	421
	Total Change Order Request Amount	**5,372**

APPROVAL

(Please note that if this Change Order Request is not approved by 7/12/2019, additional costs and schedule impacts may result.)

Oxnard School District

Signature

Jose Arche - CSDA

Printed Name & Title

07/09/2019

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

C.A. Buchen Corp.

Change Order Backup

To: Bernards Builders

Attn: Rebecca Miller

Regarding project:
Marshal E.S

Job#: SE-A190
Date: 11/20/2018

Request for change order # 14R

Per CCD #022 submittal 141-051200-0 and RFI 223: Add (4) new 3/4" base plates at corners of elevator columns. Includes redetailing (9) sheets per transmittal #035R1. **Exclude:** Inspection

1		*Project coordination*	5	hr @	$ 80.00			$400
2		*Field measure*		hr @	$ 80.00			$0
3		*Detailing*	10	hr @	$ 80.00			$800
4		*Foreman Standard*	8	hr @	$ 91.85			$735
5		*Foreman Overtime*		hr @	$ 121.02			$0
6		*Journeyman Standard*	8	hr @	$ 86.80			$694
7		*Journeyman Overtime*			$ 113.44			$0
8		*Shop labor*	12	hr @	$ 86.40			$1,037
9	*Materials:*	# W.F			$ 0.60	/lb		$0
10		# PLATE/HSS	142		$ 0.75	/lb		$107
11		Bolts	112		$ -			$112
12		M. Channel			$ 1.00			$0
13		*Galvanizing*		Lb	$ 1.00	/lb		$0
14		*Zinc Primer*		Lb	$ 1.00	/lb		$0
15	*Buy outs:*	Cane Bolts			$ -			$0
16		Casters			$ -			$0
17		Hinges			$ -			$0
18		Deck			$ -			$0
19		Mesh Panels			$ -			$0
20		*Delivery&Pickup*		round trip	$ 320.00			$0
21		*Semi Delivery*		round trip	$1,100.00			$0
22		*Crane*		hr @	$ -	varies		$0
23		*Crane in/out*			$ -	vary per crane size		$0
24		*Man lift*		day @	$ -	varies		$0
25		*8K - Fork lift*		day @	$ 300.00	plus delivery		$0
26	*Field equip:*	*Stick weld*		hr @	$ 20.00	(250cc)		$0
27		*Innershield*		hr @	$ 25.00	(300- 400cc)		$0
28		*F.P. inshield*	8	hr @	$ 25.00	(650cc)		$200
29		*Snap off gun*		hr @	$ 80.00			$0
30		*Working field truck w/tools*	8	hr @	$ 25.00	Field equip & Rigging		$200
31		*Air compressor*		day @	$ 100.00			$0
32		*Burning outfit*		day @	$ 105.00			$0
33		*Special equipment*		hr @	$ 9.00	Air-arc		$0
34		*Special equipment*		day @	$ 70.00	Fire blanket shield		$0
							Subtotal	$4,285
		Tax on materials & galvanizing (9.5%)						$21
		Profit & Overhead			15%			$646
							Total this change order	**$4,951**

SNC ENGINEERING, INC.
12366 FIRESTONE BLVD., NORWALK, CA 90650
TEL (562) 584-4435 * FAX (562) 584-4436 * E-MAIL: info@sncenig.com

LETTER OF TRANSMITTAL

TO : Jack Furdek	DATE : 6/21/2018	NO : #035R1
ATTN : C.A Buchen Corp. -CABCO	JOB # : A190	
PROJECT : Marshall ES		

WE ARE SENDING YOU:

[X] HEREWITH [ ]ATTACHED [ ]UNDER SEPARATE COVER VIA

FORMAT	SHEET	DESCRIPTION
Revised Drawing per CCD#022		
P-sheet	4 sheets	p11-R1, p21-R0, p104-R0, p158-R0
Assembly	3 Sheets	123-R2, 129-R1, AB111-R0
E-drawings	2 Sheets	AB2-R4, AB4-R4
TOTAL	9	

[ ] FOR APPROVAL

[X] FOR FABRICATION	[ ] FOR YOUR USE
[ ] FOR YOUR REQUEST	[ ] FOR YOUR INFORMATION
	[ ] FOR YOUR QUOTATION

SNC Engineering, Inc.
Change Order Request

7/2/2018
1 of 1

Date: 07/02/18

Marshall Elementary School

SNC COR 5R1	SUBJECT:	REVISED ELEVATOR COLUMN BASE PLATES PER CCD 022	
	FROM: REV 0 ISSUE	DATE:	07/02/18

	DESCRIPTION	HOURS	REMARKS
a.			
b.	A82, AB4, 123FR1, 129FR1, AB111 — REVISED COLUMN BASE PLATE AT CONER COLUMNS.ALSO EXTEND BASE PLATE @ ALL CORNER COLUMNS & ADDITIONAL 3 ANCHOR BOLTS	10	ANCHOR BOLTS, ERECTIONS, & FRAMES
c.			
	Subtotal Revision: hours		
	TOTAL REVISION MAN HOURS		***10***

c.a. buchen corp.
9231 glenoaks blvd.
sun valley, calif. 91352-2688
818-767-5408 fax 818-767-8654

PURCHASE ORDER

35469

THIS NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, SHIPPING PAPERS AND PACKAGES

TO: CSP
Ricardo

SHIP TO: SE-A190

DATE ORDERED	DATE WANTED	SHIP VIA	TERMS	F.O.B.
6/28/18	2-3 days	UPS	POL	

PLEASE ENTER OUR ORDER FOR THE FOLLOWING - TO BE SHIPPED AS DIRECTED:

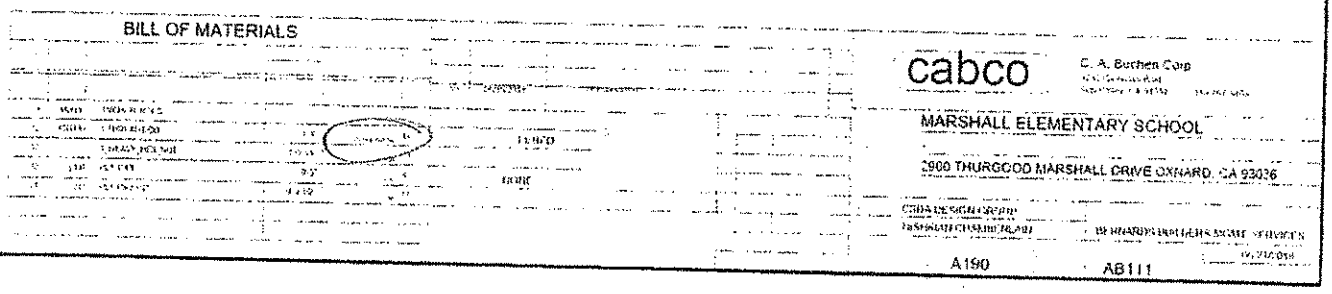
QTY. ORDERED	QTY. RECEIVED	DESCRIPTION	UNIT PRICE	AMOUNT
12		1"x1'-8 Anchor Rod F1554 GR36	9.20 ea	111 60
36		HVY Hex NUT 1"		
12		Leveling NUT 1"		
				111 6

CONDITIONS
GOODS ARE SUBJECT TO OUR INSPECTION AND APPROVAL. IF SHIPMENT WILL BE DELAYED FOR ANY REASON, ADVISE US IMMEDIATELY, STATING ALL THE NECESSARY FACTS. TO AVOID ERRORS, NOTE SPECIFICATIONS CAREFULLY AND IF UNABLE TO COMPLETE ORDERS AS WRITTEN NOTIFY US PROMPTLY.

BY Ryan

PURCHASING AGE

12874 San Fernando Road ♦ Sylmar, CA 91342 ♦ Ph. (818) 367-6063 ♦ Fax (818) 367-0713


BILL OF MATERIALS

cabco C. A. Buchen Corp

MARSHALL ELEMENTARY SCHOOL

2900 THURGOOD MARSHALL DRIVE OXNARD, CA 93036

A190 AB111

FIELD IRONWORKERS LABOR RATES (STRUCTURAL STEEL)
thru 12/31/18

CLASSIFICATION: FOREMAN *6/25/2018*
EFFECTIVE Jul 1, 2018 thru Dec 31, 2018

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
WAGE RATES	41.80	62.70	83.60
VACATION	4.55	4.55	4.55
SUBTOTAL BASIC RATES	**46.350**	**67.250**	**88.150**
PAYROLL TAXES			
FICA (6.2%)	2.87	4.17	5.47
MEDICARE (1.45%)	0.67	0.98	1.28
FUTA (.60%)	0.28	0.40	0.53
SUTA (6.20%)	2.87	4.17	5.47
ETT (0%)	0.00	0.00	0.00
SUBTOTAL PAYROLL TAXES (14.45%)	**6.70**	**9.72**	**12.74**
WORKMEN'S COMP (19%)	8.62	12.51	16.40
GENERAL LIABILITY (8%)	3.28	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	2.91	2.91	2.91
MISC	0.405	0.405	0.405
SUBTOTAL BENEFITS (65%)	**26.905**	**26.905**	**26.905**
ACTUAL COST PER LABOR HOUR	**91.85**	**121.02**	**150.27**

Note: All equipment will be charged at standard rental rates + 15%

FIELD IRONWORKERS LABOR RATES (STRUCTURAL STEEL)
thru 12/31/18

CLASSIFICATION: JOURNEYMAN *6/25/2018*
EFFECTIVE Jul 1, 2018 thru Dec 31, 2018

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
WAGE RATES	38.00	57.00	76.00
VACATION	4.55	4.55	4.55
SUBTOTAL BASIC RATES	**42.550**	**61.550**	**80.550**
PAYROLL TAXES			
FICA (6.2%)	2.64	3.82	4.99
MEDICARE (1.45%)	0.62	0.89	1.17
FUTA (.60%)	0.26	0.37	0.48
SUTA (6.20%)	2.64	3.82	4.99
ETT (0%)	0.00	0.00	0.00
SUBTOTAL PAYROLL TAXES (14.45%)	**6.15**	**8.89**	**11.64**
WORKMEN'S COMP (19%)	7.91	11.45	14.98
GENERAL LIABILITY (8%)	3.28	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	2.91	2.91	2.91
MISC	0.405	0.405	0.405
SUBTOTAL BENEFITS (65%)	**26.905**	**26.905**	**26.905**
ACTUAL COST PER LABOR HOUR	**86.80**	**113.44**	**140.16**

Note: All equipment will be charged at standard rental rates + 15%

DSA 140 774

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. ☒A / ☐B, #022R1	Date Submitted:06/01/18	Attached Pages?: ☐No ☒Yes (24 pages)
For CCD Cat. B, this is a ☐ voluntary submittal, ☐ 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
☐ 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: 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 this project.

Brief description of construction change (attach additional sheets if needed):
Revision to the approved base plate configuration for feasibility at the elevator foundation baseplate and anchor bolt configuration. Revised details SSK-CCDD22-01 thru SSK-CCD022-05 with support calculations.

List of DSA approved drawings affected by this CCD: S-211, 18/S-401,17/S-401

DSA USE ONLY

SSS A. Widjaja Date 06/12/2018 (Approved) Disapproved / Not Req'd

FLS X Date _____ Approved / Disapproved / (Not Req'd)

ACS X Date _____ Approved / Disapproved / (Not Req'd)

Remarks: DSA APPROVAL FOR "CLOUDED" PORTION ONLY.

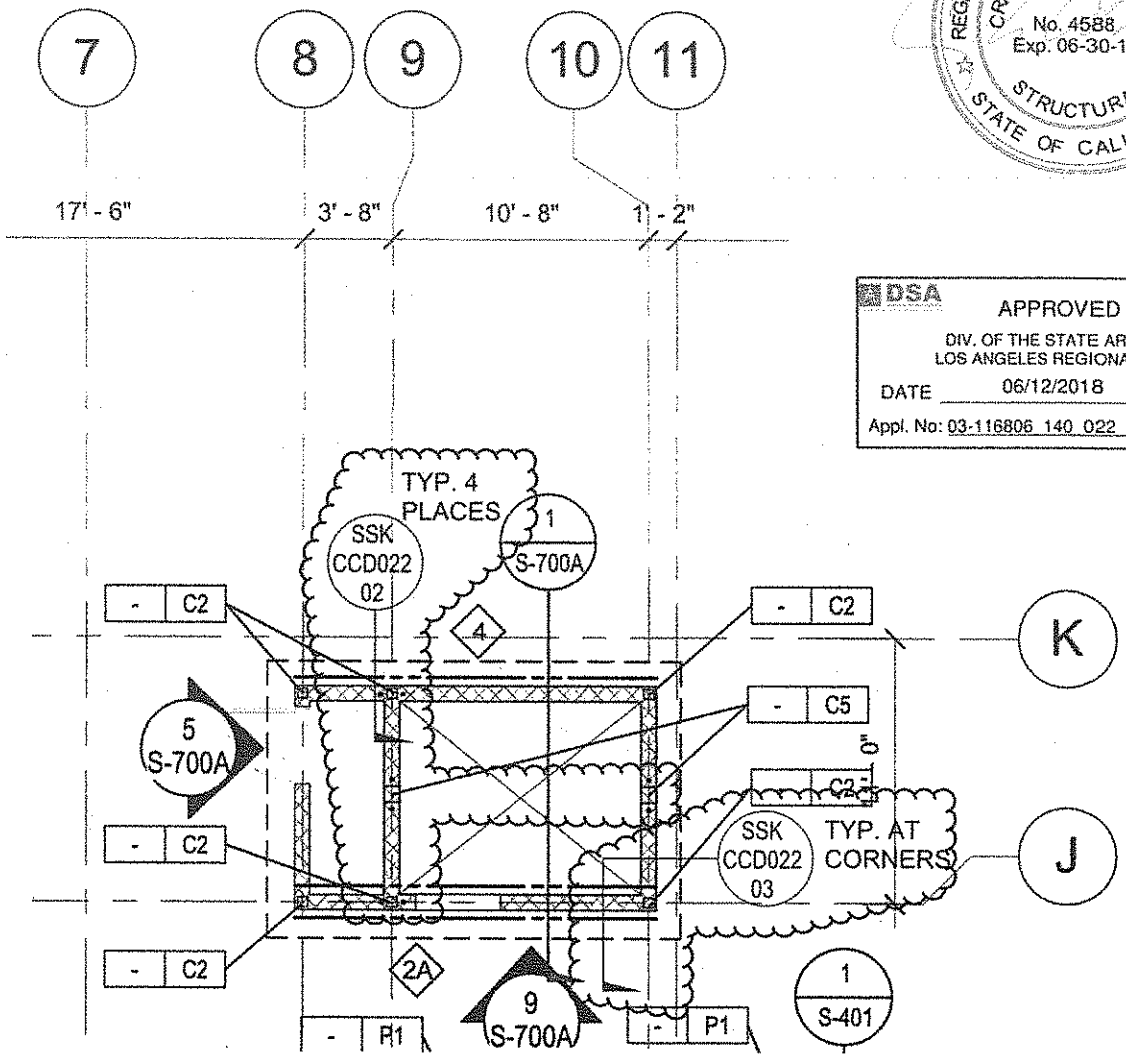
For business office use only
Date Sent
Return By
Delivery Method

DSA Stamp

DSA APPROVED AWidjaja
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 06/12/2018
Appl. No: 03-116806_140_022_R1_SSS.pdf

REGISTERED PROFESSIONAL ENGINEER
CRAIG M. CHAMBERLAIN
No. 4588
Exp. 06-30-19
STRUCTURAL
STATE OF CALIFORNIA

DSA APPROVED AWidjaja
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 06/12/2018
Appl. No: 03-116806 140 022 R1 SSS.pdf



1 FOUNDATION PLAN

SCALE : 1/8" = 1'-0"

PARTIAL PLAN

Description of change:

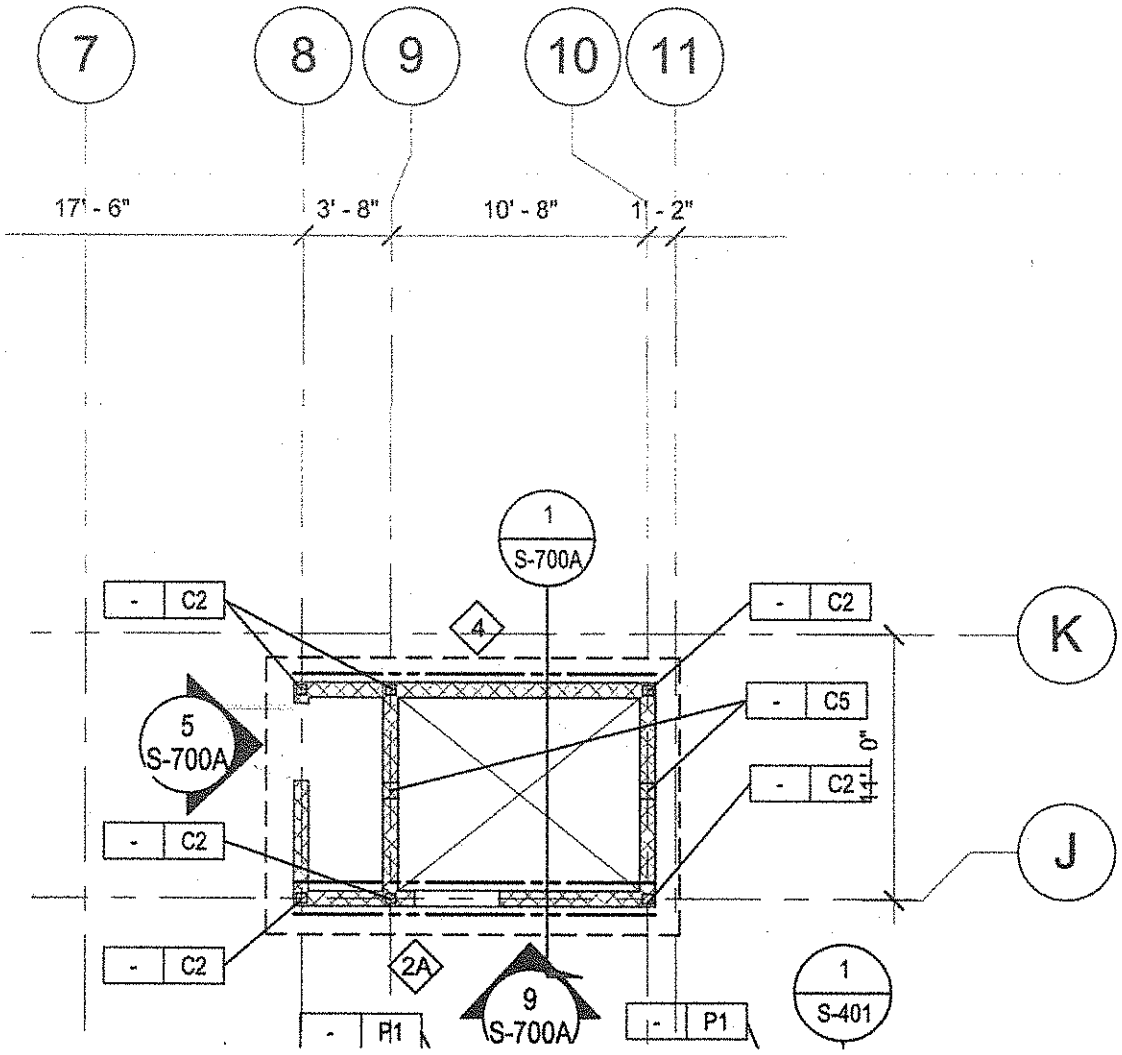
Partial plan to denote locations where baseplate configuration has been revised for feasibility and code requirements.

referenced drawings/details: S-211, SSK-CCD022-01

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

CSDA PROJECT #: 1534.01	SHEET: 01 OF 05		CSDA DESIGN GROUP
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: S-211 SCALE: 1/8"=1'-0" DATE: 05/24/2018		
DSA A# 03-116806	Title of sheet: Partial Plan at Elevator Pit	CCD #022	SSK-CCD022-01

DSA A# 03-116806
CCD#021 776
SHEET 01 OF 03



1 FOUNDATION PLAN

SCALE : 1/8" = 1'-0"

PARTIAL PLAN SHEET S-211
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

777

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CRAIG M. CHAMBERLAIN
No. 4588
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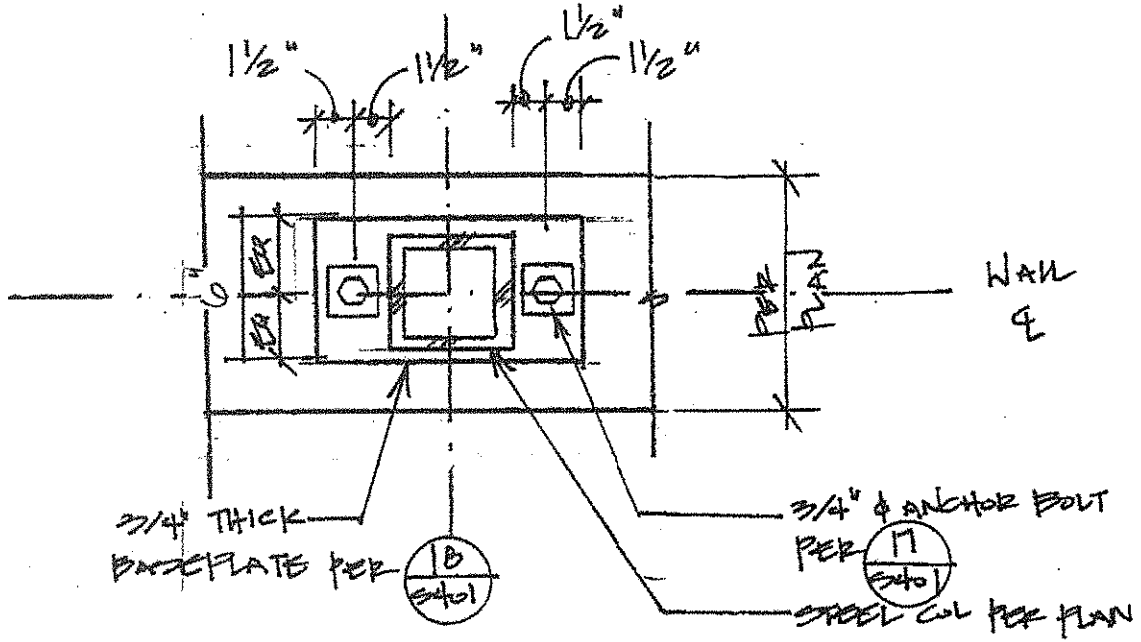

NEW DETAIL

Description of change:
Baseplate and anchor bolt configuration has been revised at elevator pit walls for feasibility and code requirements.

referenced drawings/details: SSK-CCD022-01, 17 and 18/S-401

CSDA PROJECT #: 1534.01	SHEET: 02 OF 05	NISHKIAN CHAMBERLAIN CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919	CSDA DESIGN GROUP
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: 18/S-401 SCALE: NTS DATE: 05/24/2018	NC PROJECT #: 40340	
DSA A# 03-116806	Title of sheet: **Interior Condition Baseplate**	**CCD # 022**	**SSK-CCD022-02**

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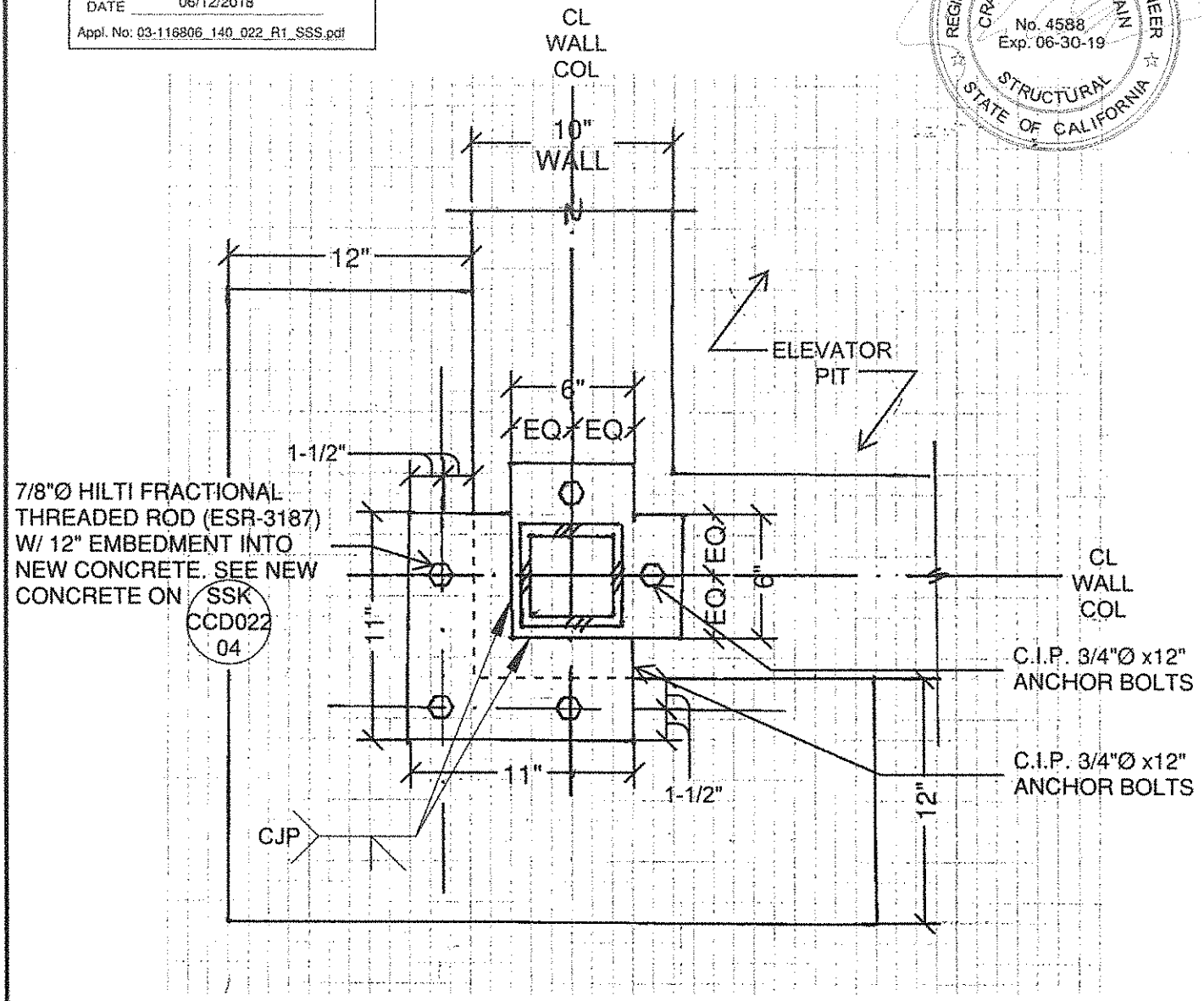

NEW DETAIL

Description of change:

Detail denotes extension of currently installed baseplate and new anchor bolts at extension of elevator pit wall.

referenced drawings/details: S-211, SSK-CCD022-04

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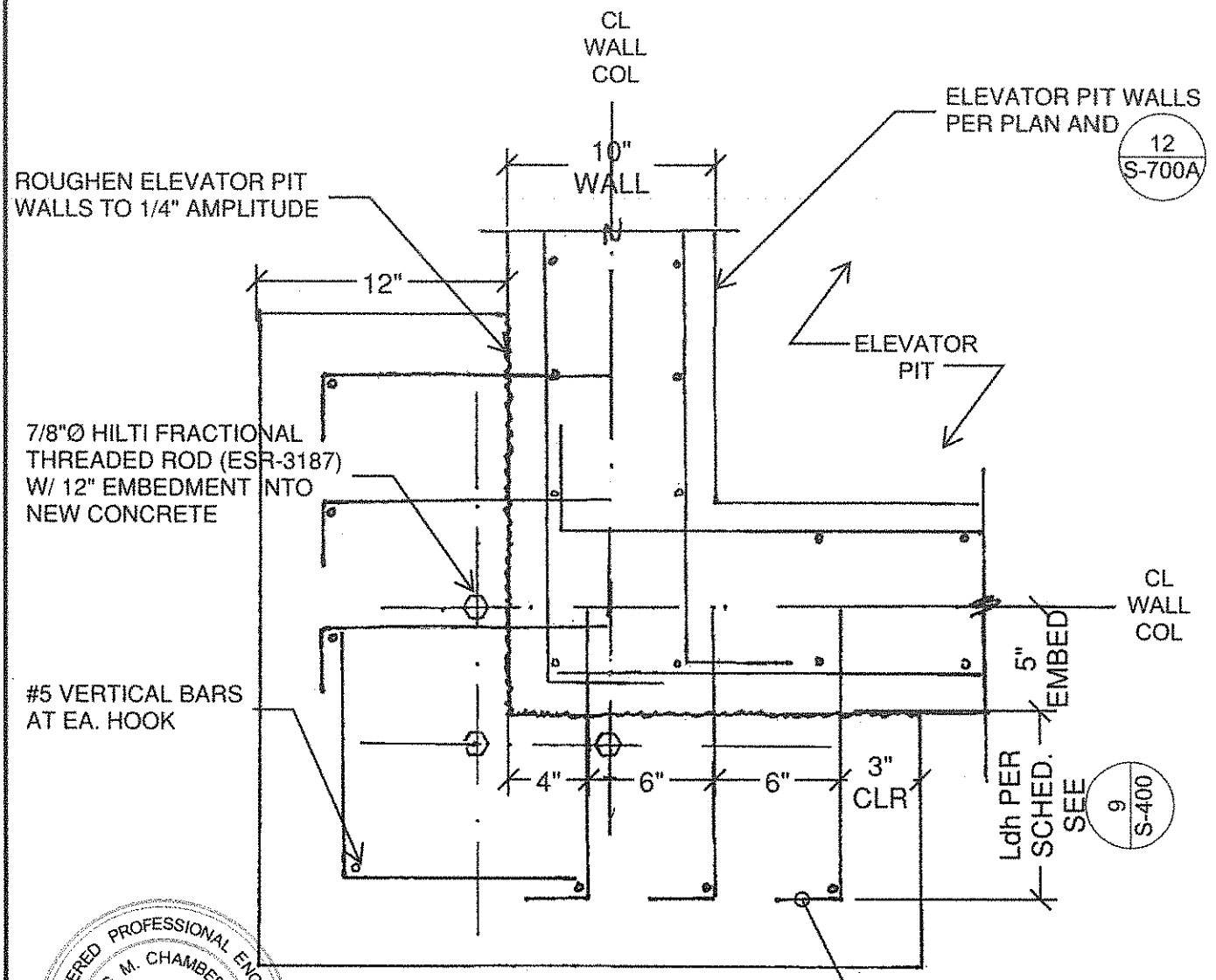
CSDA PROJECT #: 1534.01	SHEET: 03 OF 05		CSDA DESIGN GROUP
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: SSK-CCD022-01 SCALE: N.T.S. DATE: 05/24/2018		
DSA A# 03-116806	**Title of sheet** **Corner Condition Baseplate**	**CCD #022**	**SSK-CCD022-03**



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NEW DETAIL

Description of change:

Detail denotes how the existing elevator pit wall is to be extended and reinforced.

referenced drawings/details: S-211, 9/S-400, 12/S-700A, SSK-CCD022-05

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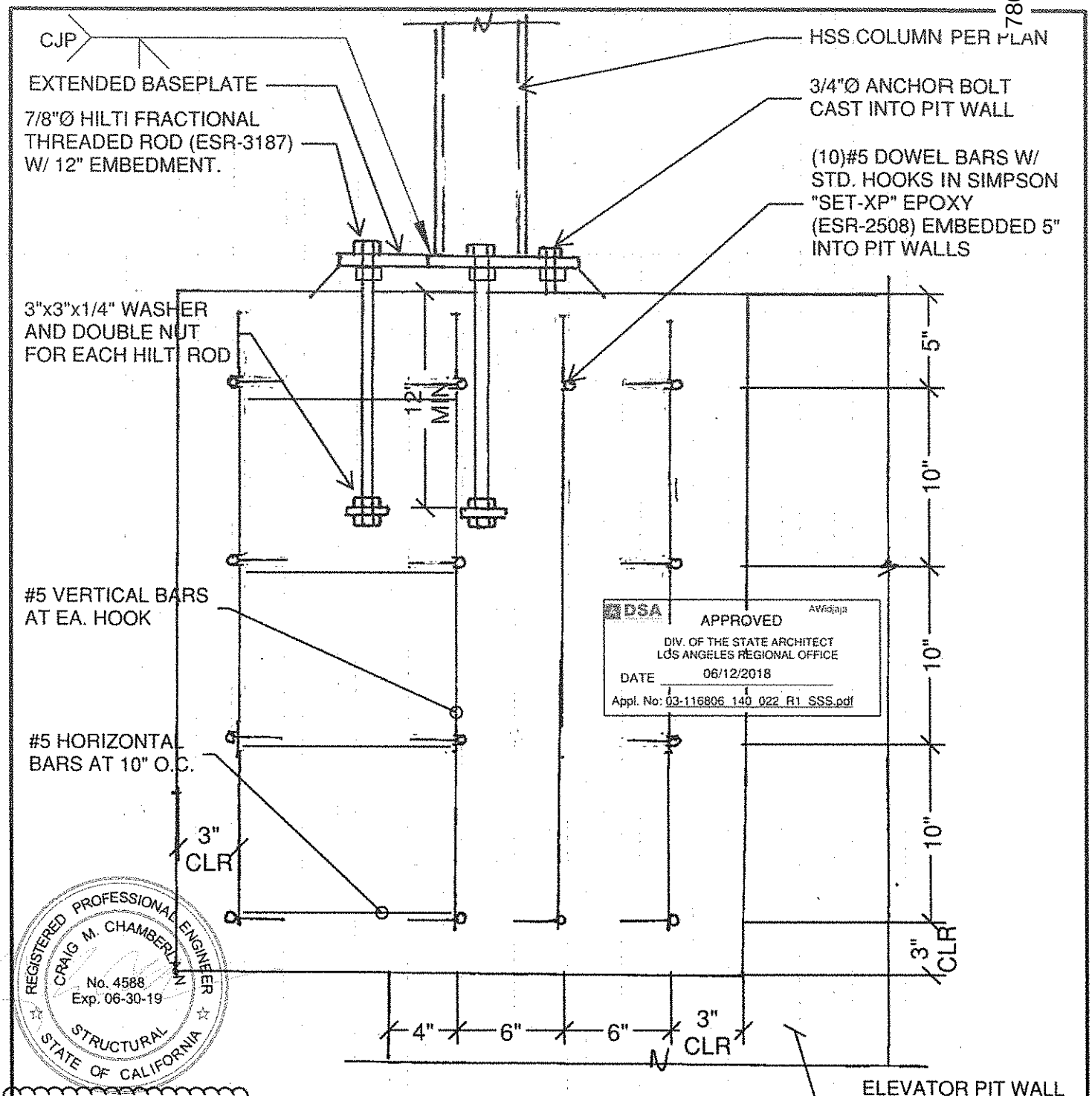
NC PROJECT #: 40340

CSDA PROJECT #: 1534.01	SHEET: 04 OF 05	CSDA DESIGN GROUP	
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: SSK-CCD022-01 SCALE: N.T.S. DATE: 05/24/2018		
DSA A# 03-116806	Title of sheet: **Concrete Extension at Elevator Pit Wall**	**CCD #022**	**SSK-CCD022-04**



NEW DETAIL

Description of change:

Detail denotes extension of poured elevator pit wall and required reinforcement in extension.

referenced drawings/details: S-211, SSK-CCD022-01

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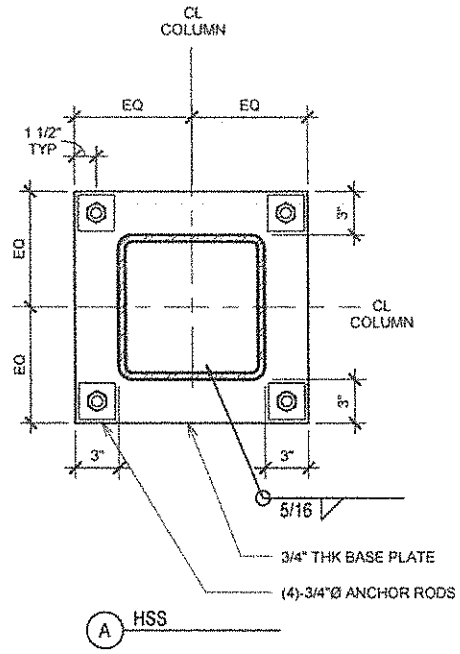
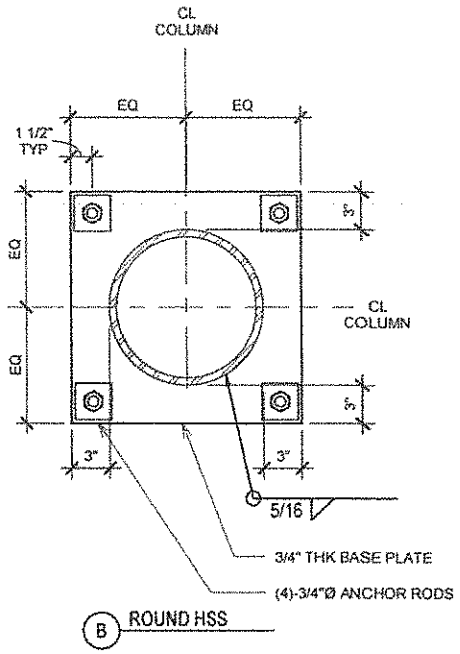
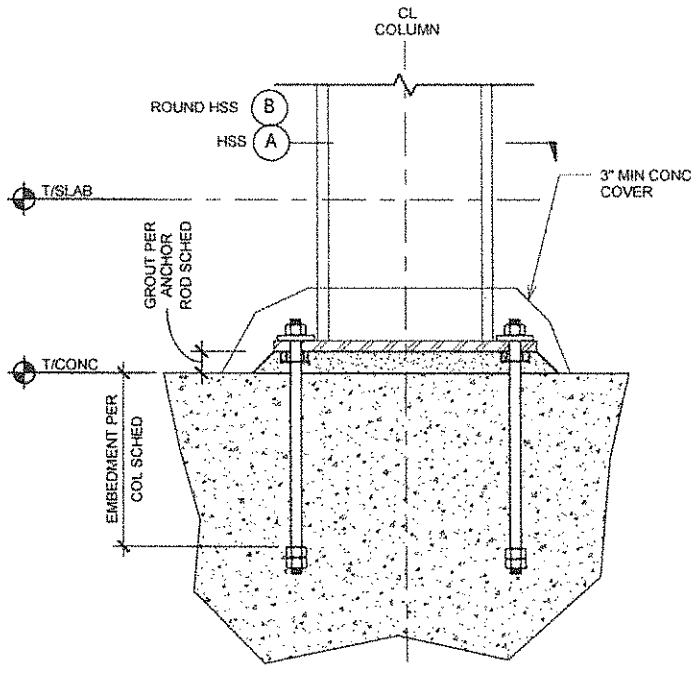
NC PROJECT #: 40340

CSDA PROJECT #: 1534.01	SHEET: 05 OF 05		CSDA DESIGN GROUP
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: SSK-CCD022-01 SCALE: N.T.S. DATE: 05/24/2018		
DSA A# 03-116806	Title of sheet Reinforcement in Pit Wall Extension	**CCD #022**	**SSK-CCD022-05**







NOTE:

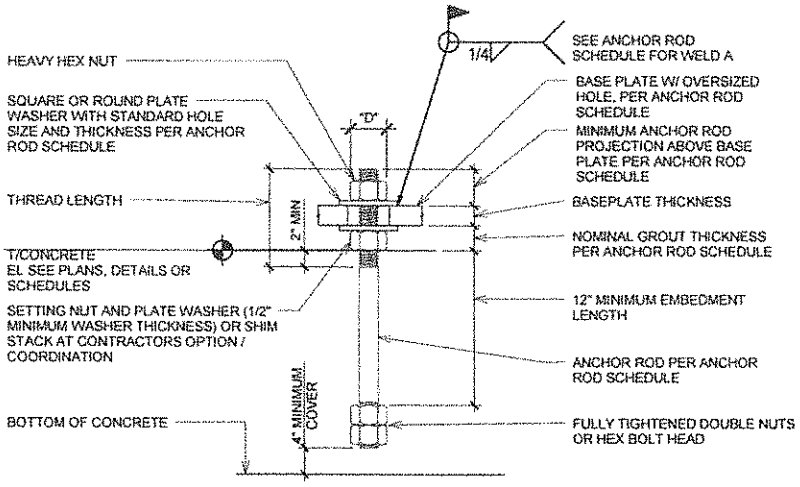
1. SEE TYPICAL ANCHOR ROD DETAIL FOR ANCHOR ROD, OVERSIZED HOLE AND WASHER REQUIREMENTS.

18 TYPICAL BASE PLATE DETAIL

SCALE : 1 1/2" = 1'-0"

DETAIL 18/S-401
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

DSA A# 03-116806
CCD#021 782
SHEET 03 OF 03



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:

1. SEE TYPICAL ANCHOR ROD AND BASE PLATE DETAILS
2. 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 022
CALCULATIONS

NISHKIAN CHAMBERLAIN
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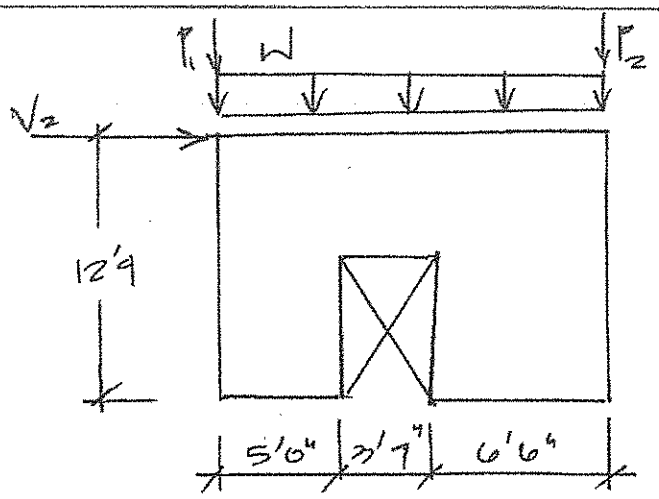
3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 40340 784
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE _____
CHECKED BY _____ DATE _____
SCALE _____

CCD 022 CALCULATIONS

ROOF



$V_c = 0.559\,W$

EFFECT. ACCELERATION AT CANOPY ROOF

$W = 18.0\ psf \times 0.5 \times 1325\ S.F.$

$W = 11925^{lb}$

$V_c = 6667^{k}\ (LRFD)(E)$

$V_{ST} = 12.25' \times 24.0\ psf \times 0.5 \times 20.0' \times 0.559$

$V_{ST} = 1644^{lb}\ (LRFD)(E)$

$M_{o_1} = (6667^{lb} + 1644^{lb}) \times 18.0' = 149598^{lb\text{-}'}$

$V_2 = 8311^{lb} + 0.5 \times 814\ S.F. \times 0.222 \times 28.0\ psf + 0.5\,(20.0' + 14.0') \times 24.0\ psf \times 12.25' \times 0.222$

$V_2 = 8311^{lb} + 2530^{lb} + 1110^{lb} = 11951^{lb}$

2ND FLR

$M_{o_2} = 11951^{lb} \times 12.75' + 149598^{lb\text{-}'}$

$M_{o_2} = 152375^{lb\text{-}'} + 149598^{lb\text{-}'} = 301973^{lb\text{-}'}$

$W = 0.5 \times 6.5' \times [18.0\ psf] + 0.5 \times 9.33' \times [28.0\ psf\ (D)] + (20.0' + 14.0') \times 20.0\ psf$

$W = 59^{lb}/' + 131^{lb}/' + 680^{lb}/' = 870^{lb}/'\ (D)$

$P_1 = 0.25 \times 189\ S.F. \times 18.0\ psf = 0.85^{k}\ (D)$

$P_2 = 131^{lb}/' \times 0.5 \times (21.17') = 1.39^{k}\ (D)$

$M_R = 870^{lb}/' \times C_o \times (\Sigma L_i)^2 \times 0.5$

$M_R = 870^{lb}/' \times 0.885\,(5.0' + 6.5')^2 \times 0.5 = 50913^{lb\text{-}'}$

$$T = \frac{301973^{lb\text{-}'}}{0.885 \times 11.5'} - \frac{0.9 \times 50913^{lb\text{-}'}}{11.5'} - 0.9 \times 850^{lb}$$

$T = 29671^{lb} - 3985^{lb} - 765^{lb} = 24921^{lb}$ (LRFD)

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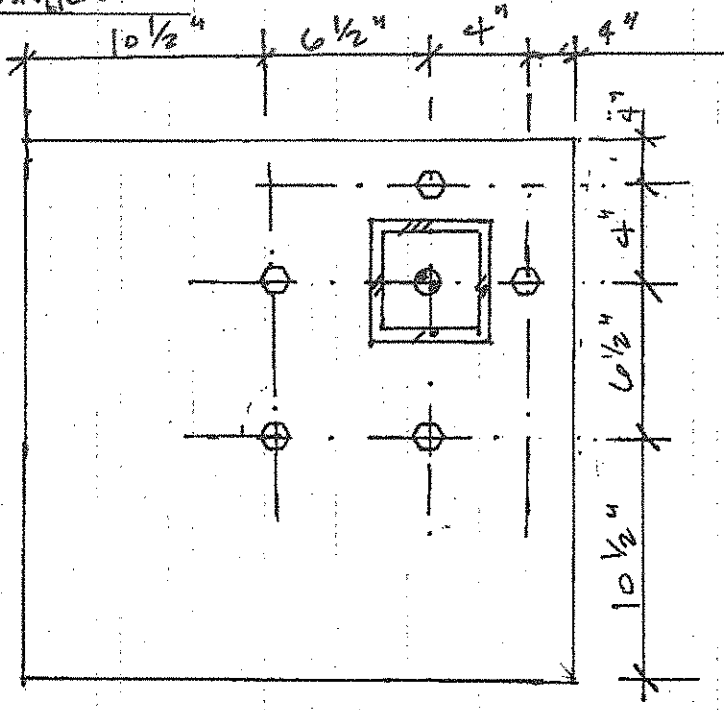
JOB OAKWOOD MARSHALL NO 4030 785
SHEET NO. OF
CALCULATED BY DATE
CHECKED BY DATE
SCALE

ECD022 CALCULATIONS

ANCHOR CALCULATIONS



PER PREVIOUS CALCULATIONS, T = 24021 lb (E) [LIFT]

USE 3/4" ϕ ANCHOR BOLTS EMBEDDED 12" INTO CONCRETE

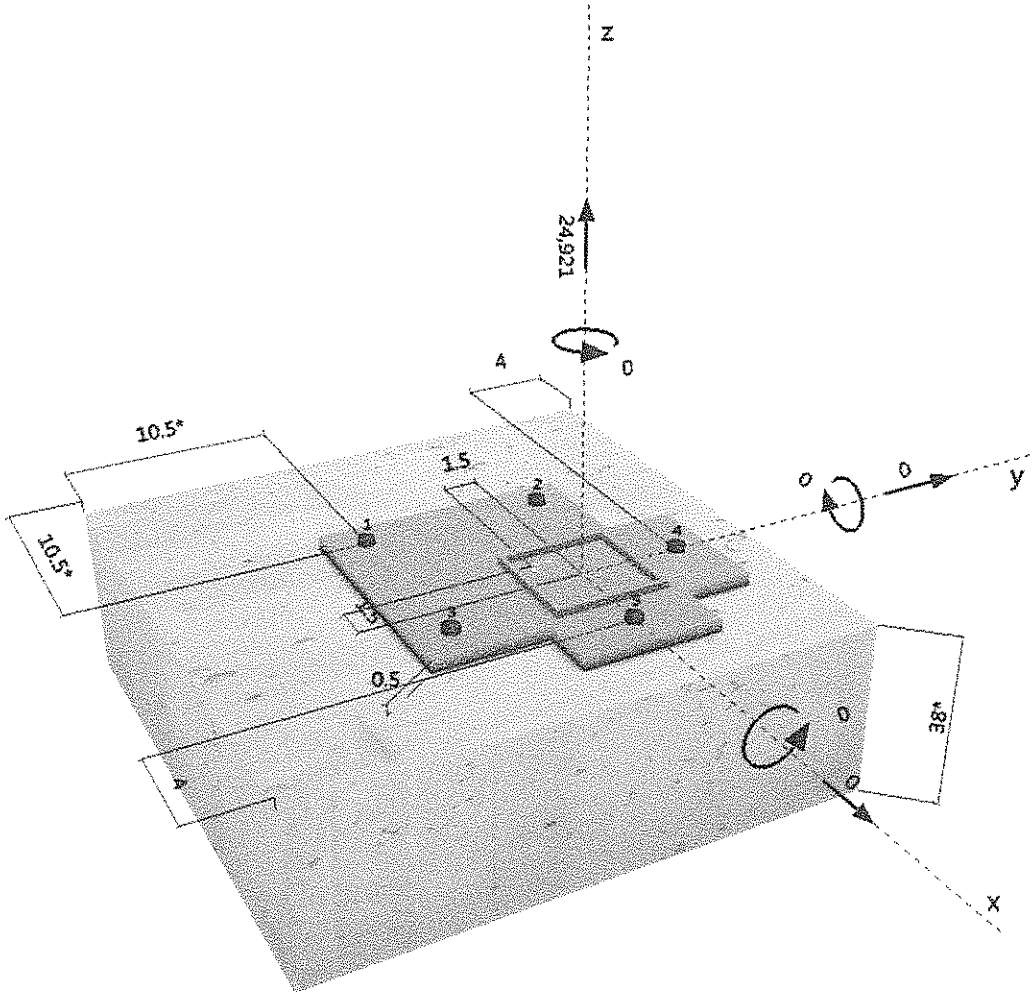
Company:	Nishkian Chamberlain	Page:	1
Specifier:		Project:	Oxnard Marshall
Address:	3710 S. Robertson Blvd. #220, Culver City, CA 90232	Sub-Project I Pos. No.:	
Phone I Fax:	310-853-7180 |	Date:	6/1/2018
E-Mail:			

Specifier's comments:

1 Input data

Anchor type and diameter:	**Heavy Hex Head ASTM F 1554 GR. 36 3/4**
Effective embedment depth:	h_{ef} = 12.000 in.
Material:	ASTM F 1554
Proof:	Design method ACI 318-11 / CIP
Stand-off installation:	e_b = 0.000 in. (no stand-off); t = 0.500 in.
Anchor plate:	l_x x l_y x t = 13.509 in. x 14.006 in. x 0.500 in.; (Recommended plate thickness: not calculated
Profile:	Square HSS (AISC); (L x W x T) = 5.000 in. x 5.000 in. x 0.250 in.
Base material:	cracked concrete, 4000, f_c' = 4,000 psi; h = 38.000 in.
Reinforcement:	tension: condition A, shear: condition B; anchor reinforcement: tension edge reinforcement: none or < No. 4 bar
Seismic loads (cat. C, D, E, or F)	Tension load: yes (D.3.3.4.3 (a)) Shear load: yes (D.3.3.5.3 (a))

Geometry [in.] & Loading [lb, in.lb]



Company:	Nishkian Chamberlain	Page:	2
Specifier:		Project:	Oxnard Marshall
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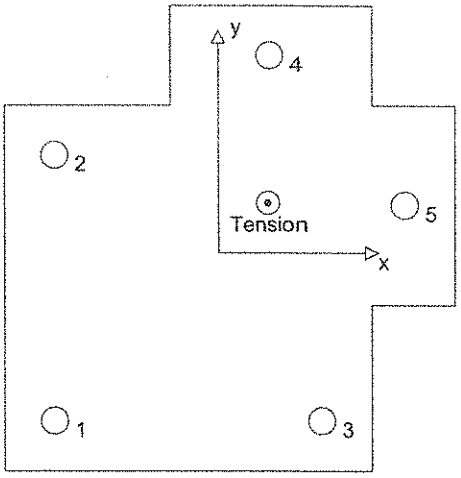
E-Mail:			

2 Load case/Resulting anchor forces

Load case: Design loads



Anchor reactions [lb]
Tension force: (+Tension, -Compression)

Anchor	Tension force	Shear force	Shear force x	Shear force y
1	1,544	0	0	0
2	4,182	0	0	0
3	4,358	0	0	0
4	7,457	0	0	0
5	7,380	0	0	0

max. concrete compressive strain: - [‰]
max. concrete compressive stress: - [psi]
resulting tension force in (x/y)=(1.500/1.500): 24,921 [lb]
resulting compression force in (x/y)=(0.000/0.000): 0 [lb]

3 Tension load

	Load N_{ua} [lb]	Capacity ϕN_n [lb]	Utilization $\beta_N = N_{ua}/\phi N_n$	Status
Steel Strength*	7,457	14,529	52	OK
Pullout Strength*	7,457	15,305	49	OK
Concrete Breakout Strength**[1]	N/A	N/A	N/A	N/A
Concrete Side-Face Blowout, direction y+**	7,457	21,732	35	OK

* anchor having the highest loading **anchor group (anchors in tension)
[1] Tension Anchor Reinforcement has been selected!

3.1 Steel Strength

$N_{sa} = A_{se,N} f_{uta}$ ACI 318-11 Eq. (D-2)
$\phi N_{sa} \geq N_{ua}$ ACI 318-11 Table D.4.1.1

Variables

$A_{se,N}$ [in.^{2}]	f_{uta} [psi]
0.33	58,000

Calculations

N_{sa} [lb]
19,372

Results

N_{sa} [lb]	ϕ steel	ϕN_{sa} [lb]	N_{ua} [lb]
19,372	0.750	14,529	7,457

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Specifier:		Project:	Oxnard Marshall
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Phone I Fax:	310-853-7180 |	Date:	6/1/2018
E-Mail:			

3.2 Pullout Strength

$N_{pN} = \psi_{c,p} N_p$ ACI 318-11 Eq. (D-13)
$N_p = 8 A_{brg} f'_c$ ACI 318-11 Eq. (D-14)
$\phi N_{pN} \geq N_{ua}$ ACI 318-11 Table D.4.1.1

Variables

$\psi_{c,p}$	A_{brg} [in.^{2}]	λ_a	f'_c [psi]
1.000	0.91	1.000	4,000

Calculations

N_p [lb]
29,152

Results

N_{pn} [lb]	$\phi_{concrete}$	$\phi_{seismic}$	ϕN_{pn} [lb]	N_{ua} [lb]
29,152	0.700	0.750	15,305	7,457

3.3 Concrete Side-Face Blowout, direction y+

$N_{sb} = 160 c_{a1} \sqrt{A_{brg}} \lambda_a \sqrt{f'_c}$ ACI 318-11 Eq. (D-16)
$N_{sbg} = \alpha_{group} N_{sb}$ ACI 318-11 Eq. (D-17)
$\phi N_{sbg} \geq N_{ua}$ ACI 318-11 Table (D.4.1.1)
$\alpha_{group} = \left(1 + \frac{s}{6 c_{a1}}\right)$ see ACI 318-11, Part D.5.4.2 Eq. (D-17)

Variables

c_{a1} [in.]	c_{a2} [in.]	A_{brg} [in.^{2}]	λ_a	f'_c [psi]	s [in.]
4.000	8.000	0.00	1.000	4,000	-

Calculations

α_{group}	N_{sb} [lb]
1.000	38,634

Results

N_{sbg} [lb]	$\phi_{concrete}$	$\phi_{seismic}$	ϕN_{sbg} [lb]	$N_{ua,edge}$ [lb]
38,634	0.750	0.750	21,732	7,457

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Company:	Nishkian Chamberlain	Page:	4
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Phone I Fax:	310-853-7180 |	Date:	6/1/2018
E-Mail:			

4 Shear load

	Load V_{ua} [lb]	Capacity ϕV_n [lb]	Utilization $\beta_V = V_{ua}/\phi V_n$	Status
Steel Strength*	N/A	N/A	N/A	N/A
Steel failure (with lever arm)*	N/A	N/A	N/A	N/A
Pryout Strength*	N/A	N/A	N/A	N/A
Concrete edge failure in direction **	N/A	N/A	N/A	N/A

* anchor having the highest loading **anchor group (relevant anchors)

5 Warnings

- The anchor design methods in PROFIS Anchor require rigid anchor plates per current regulations (ETAG 001/Annex C, EOTA TR029, etc.). This means load re-distribution on the anchors due to elastic deformations of the anchor plate are not considered - the anchor plate is assumed to be sufficiently stiff, in order not to be deformed when subjected to the design loading. PROFIS Anchor calculates the minimum required anchor plate thickness with FEM to limit the stress of the anchor plate based on the assumptions explained above. The proof if the rigid base plate assumption is valid is not carried out by PROFIS Anchor. Input data and results must be checked for agreement with the existing conditions and for plausibility!
- Condition A applies when supplementary reinforcement is used. The Φ factor is increased for non-steel Design Strengths except Pullout Strength and Pryout strength. Condition B applies when supplementary reinforcement is not used and for Pullout Strength and Pryout Strength. Refer to your local standard.
- Checking the transfer of loads into the base material and the shear resistance are required in accordance with ACI 318 or the relevant standard!
- An anchor design approach for structures assigned to Seismic Design Category C, D, E or F is given in ACI 318-11 Appendix D, Part D.3.3.4.3 (a) that requires the governing design strength of an anchor or group of anchors be limited by ductile steel failure. If this is NOT the case, the connection design (tension) shall satisfy the provisions of Part D.3.3.4.3 (b), Part D.3.3.4.3 (c), or Part D.3.3.4.3 (d). The connection design (shear) shall satisfy the provisions of Part D.3.3.5.3 (a), Part D.3.3.5.3 (b), or Part D.3.3.5.3 (c).
- Part D.3.3.4.3 (b) / part D.3.3.5.3 (a) require the attachment the anchors are connecting to the structure be designed to undergo ductile yielding at a load level corresponding to anchor forces no greater than the controlling design strength. Part D.3.3.4.3 (c) / part D.3.3.5.3 (b) waive the ductility requirements and require the anchors to be designed for the maximum tension / shear that can be transmitted to the anchors by a non-yielding attachment. Part D.3.3.4.3 (d) / part D.3.3.5.3 (c) waive the ductility requirements and require the design strength of the anchors to equal or exceed the maximum tension / shear obtained from design load combinations that include E, with E increased by ω_0.
- The design of Anchor Reinforcement is beyond the scope of PROFIS Anchor. Refer to ACI 318-11, Part D.5.2.9 for information about Anchor Reinforcement.
- Anchor Reinforcement has been selected as a design option, calculations should be compared with PROFIS Anchor calculations.

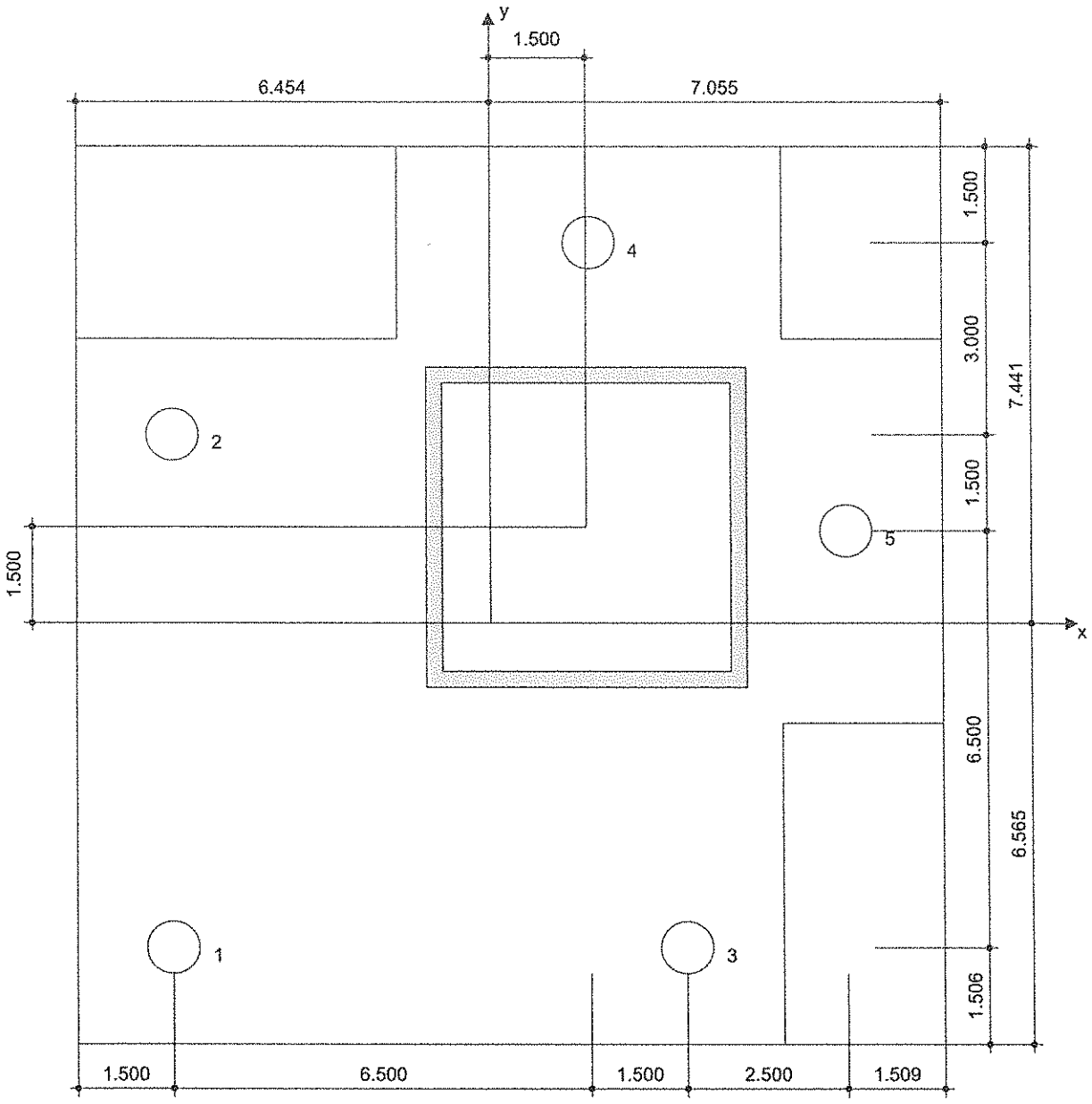
Fastening meets the design criteria!

Company:	Nishkian Chamberlain	Page:	5
Specifier:		Project:	Oxnard Marshall
Address:	3710 S. Robertson Blvd. #220, Culver City, CA 90232	Sub-Project I Pos. No.:	
Phone I Fax:	310-853-7180 |	Date:	6/1/2018
E-Mail:			

6 Installation data

Anchor plate, steel: -
Profile: Square HSS (AISC); 5.000 x 5.000 x 0.250 in.
Hole diameter in the fixture: d_f = 0.813 in.
Plate thickness (input): 0.500 in.
Recommended plate thickness: not calculated
Drilling method: -
Cleaning: No cleaning of the drilled hole is required

Anchor type and diameter: Heavy Hex Head ASTM F 1554 GR. 36 3/4
Installation torque: -
Hole diameter in the base material: - in.
Hole depth in the base material: 12.000 in.
Minimum thickness of the base material: 13.000 in.



Coordinates Anchor in.

Anchor	x	y	c_{-x}	c_{+x}	c_{-y}	c_{+y}
1	-4.954	-5.059	10.500	14.500	10.500	15.000
2	-4.954	2.941	10.500	14.500	18.500	7.000
3	3.046	-5.059	18.500	6.500	10.500	15.000
4	1.546	5.941	17.000	8.000	21.500	4.000
5	5.546	1.441	21.000	4.000	17.000	8.500

PROFIS Anchor (c) 2003-2009 Hilti AG, FL-9494 Schaan Hilti is a registered Trademark of Hilti AG, Schaan

Company:	Nishkian Chamberlain	Page:	6
Specifier:		Project:	Oxnard Marshall
Address:	3710 S. Robertson Blvd. #220, Culver City, CA 90232	Sub-Project I Pos. No.:	
Phone I Fax:	310-853-7180 |	Date:	6/1/2018
E-Mail:			

7 Remarks; Your Cooperation Duties

- Any and all information and data contained in the Software concern solely the use of Hilti products and are based on the principles, formulas and security regulations in accordance with Hilti's technical directions and operating, mounting and assembly instructions, etc., that must be strictly complied with by the user. All figures contained therein are average figures, and therefore use-specific tests are to be conducted prior to using the relevant Hilti product. The results of the calculations carried out by means of the Software are based essentially on the data you put in. Therefore, you bear the sole responsibility for the absence of errors, the completeness and the relevance of the data to be put in by you. Moreover, you bear sole responsibility for having the results of the calculation checked and cleared by an expert, particularly with regard to compliance with applicable norms and permits, prior to using them for your specific facility. The Software serves only as an aid to interpret norms and permits without any guarantee as to the absence of errors, the correctness and the relevance of the results or suitability for a specific application.
- You must take all necessary and reasonable steps to prevent or limit damage caused by the Software. In particular, you must arrange for the regular backup of programs and data and, if applicable, carry out the updates of the Software offered by Hilti on a regular basis. If you do not use the AutoUpdate function of the Software, you must ensure that you are using the current and thus up-to-date version of the Software in each case by carrying out manual updates via the Hilti Website. Hilti will not be liable for consequences, such as the recovery of lost or damaged data or programs, arising from a culpable breach of duty by you.

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NISHKIAN CHAMBERLAIN
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3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 40340 792
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE _____
CHECKED BY _____ DATE _____
SCALE _____

CCD 022 CALCULATIONS

EPOXY ANCHORAGE CALCULATIONS

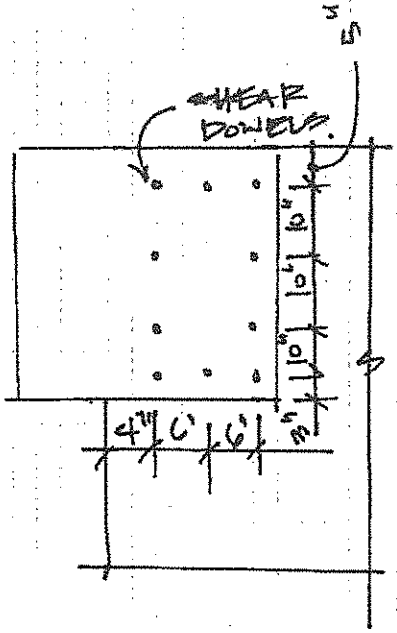
PER HILTI CALCULATIONS,

$T = 3719^{lb} + 3952^{lb} + 1342^{lb} = 9013^{lb}$

$\Omega T = 2.5 \times 9013^{lb} \times 0.5$
$= 22533^{lb} \times 0.5$

2 REBAR CAGES

$\Omega T = 11266^{lb}$



USE #5 DOWEL BARS IN
SIMPSON "SET-XP" EPOXY
EMBEDDED 5" INTO CONC. WALLS
USE 10 DOWELS TOTAL EA. SIDE

SIMPSON Strong-Tie®

Anchor Designer™ Software
Version 2.6.6682.1

Company:		Date:	5/18/2018
Engineer:		Page:	1/5
Project:			
Address:			
Phone:			
E-mail:			

1.Project information

Customer company:
Customer contact name:
Customer e-mail:
Comment:

Project description:
Location:
Fastening description:

2. Input Data & Anchor Parameters

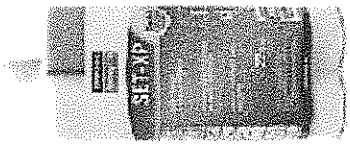
General
Design method:ACI 318-11
Units: Imperial units

Anchor Information:
Anchor type: Bonded anchor
Material: A615 Grade 60 Rebar
Diameter (inch): 0.625
Effective Embedment depth, h_{ef} (inch): 5.000
Code report: ICC-ES ESR-2508
Anchor category: -
Anchor ductility: No
h_{min} (inch): 8.13
c_{ac} (inch): 9.08
C_{min} (inch): 1.75
S_{min} (inch): 3.00

Base Material
Concrete: Normal-weight
Concrete thickness, h (inch): 10.00
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
Ignore concrete breakout in tension: No
Ignore concrete breakout in shear: No
Hole condition: Dry concrete
Inspection: Continuous
Temperature range, Short/Long: 150/110°F
Ignore 6do requirement: Not applicable
Build-up grout pad: Yes

Base Plate
Length x Width x Thickness (inch): 15.00 x 32.00 x 0.00

Recommended Anchor
Anchor Name: SET-XP® - SET-XP w/ #5 A615 Gr. 60 Rebar
Code Report: ICC-ES ESR-2508



SIMPSON Strong-Tie® Anchor Designer™ Software Version 2.6.6682.1

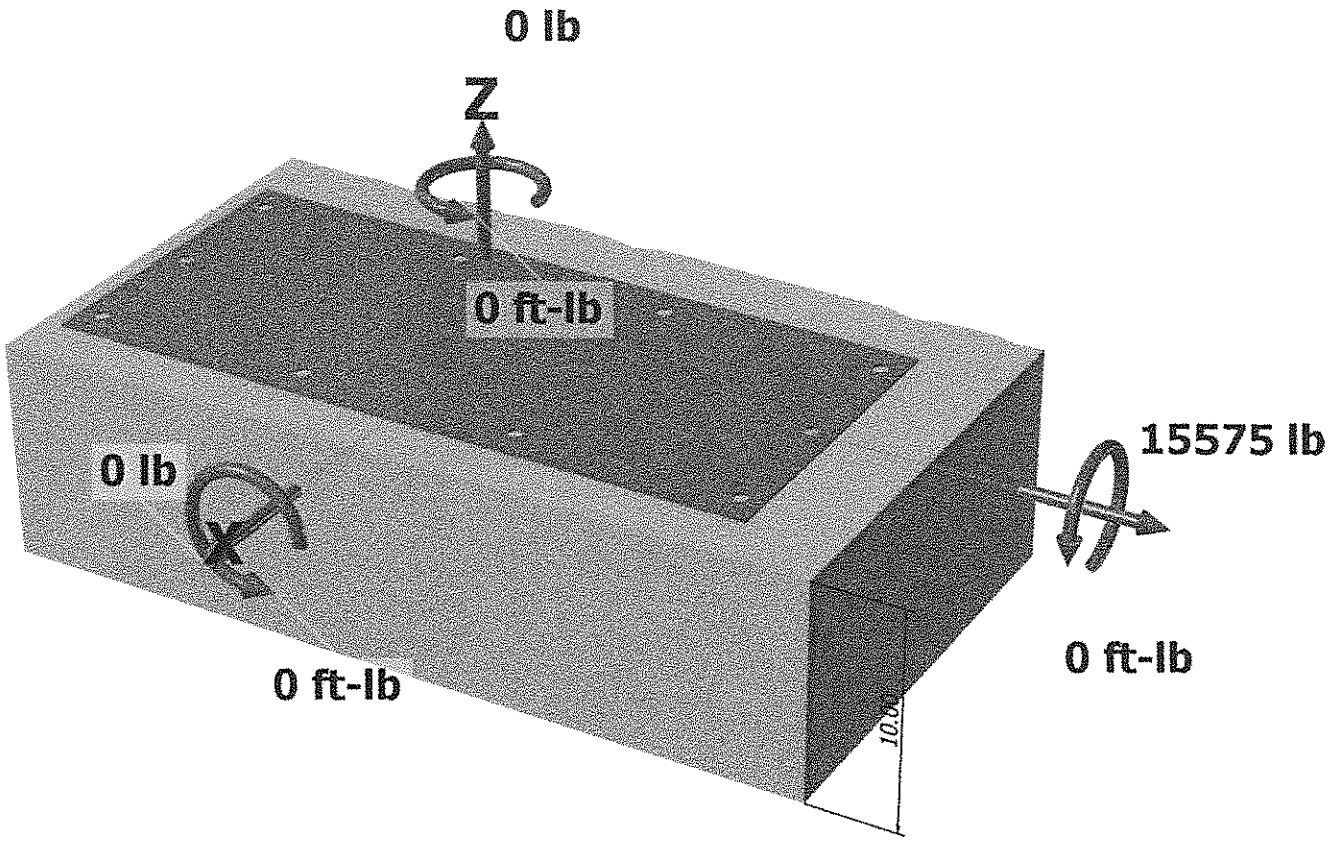
Company:		Date:	5/18/2018
Engineer:		Page:	2/5
Project:			
Address:			
Phone:			
E-mail:			

Load and Geometry
Load factor source: ACI 318 Section 9.2
Load combination: not set
Seismic design: Yes
Anchors subjected to sustained tension: No
Ductility section for tension: not satisfied
Ductility section for shear: not satisfied
Ω_0 factor: not set
Apply entire shear load at front row: No
Anchors only resisting wind and/or seismic loads: Yes

Strength level loads:

N_{ua} [lb]: 0
V_{uax} [lb]: 0
V_{uay} [lb]: 15575
M_{ux} [ft-lb]: 0
M_{uy} [ft-lb]: 0
M_{uz} [ft-lb]: 0

<Figure 1>

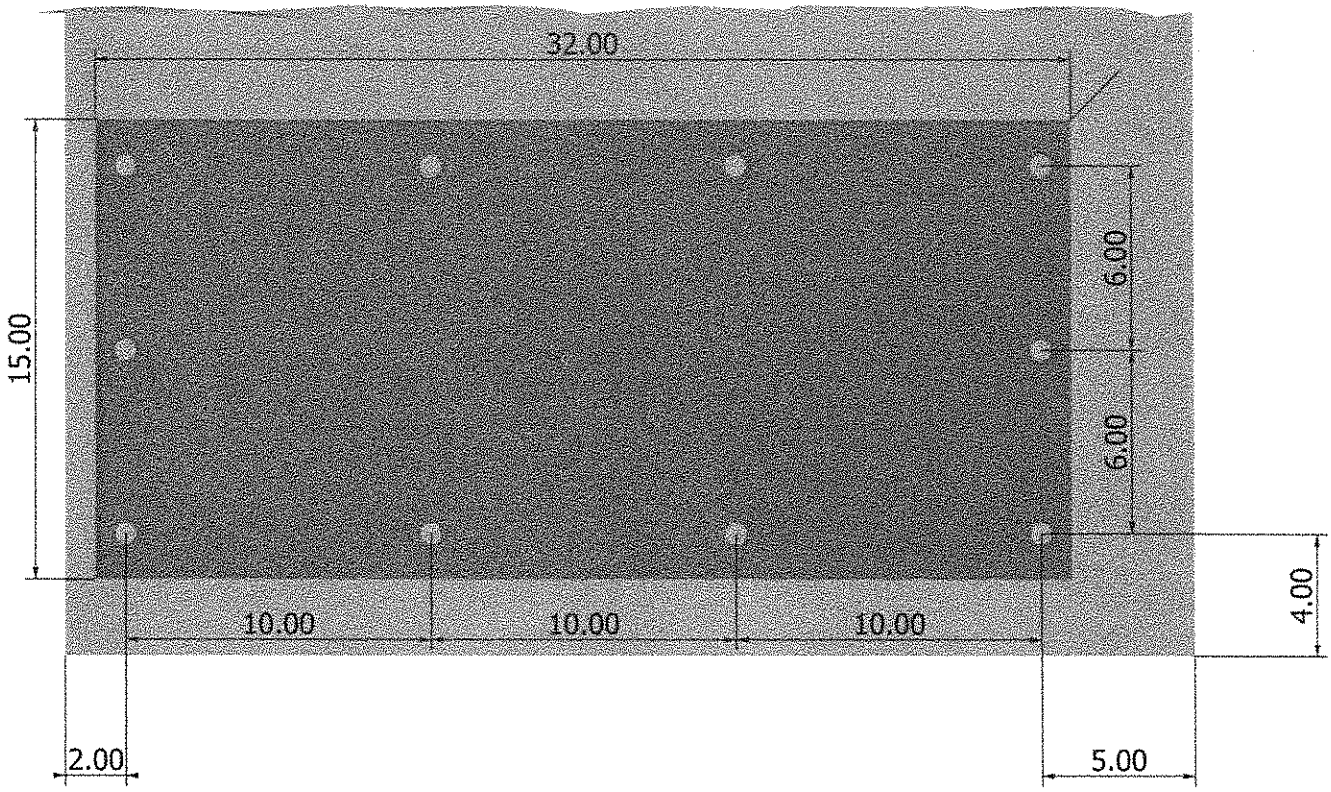


SIMPSON Strong-Tie

Anchor Designer™ Software
Version 2.6.6682.1

Company:		Date:	5/18/2018
Engineer:		Page:	3/5
Project:			
Address:			
Phone:			
E-mail:			

<Figure 2>



SIMPSON Strong-Tie® Anchor Designer™ Software Version 2.6.6682.1

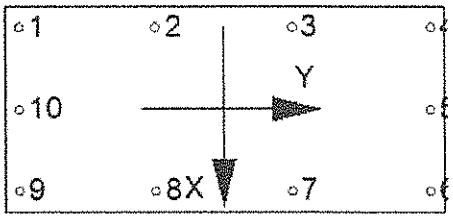
Company:		Date:	5/18/2018
Engineer:		Page:	4/5
Project:			
Address:			
Phone:			
E-mail:			

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, $\sqrt{(V_{uax})^2+(V_{uay})^2}$ (lb)
1	0.0	0.0	1557.5	1557.5
2	0.0	0.0	1557.5	1557.5
3	0.0	0.0	1557.5	1557.5
4	0.0	0.0	1557.5	1557.5
5	0.0	0.0	1557.5	1557.5
6	0.0	0.0	1557.5	1557.5
7	0.0	0.0	1557.5	1557.5
8	0.0	0.0	1557.5	1557.5
9	0.0	0.0	1557.5	1557.5
10	0.0	0.0	1557.5	1557.5
Sum	0.0	0.0	15575.0	15575.0

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
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

<Figure 3>



8. Steel Strength of Anchor in Shear (Sec. D.6.1)

V_{sa} (lb)	ϕ_{grout}	ϕ	$\alpha_{V,seis}$	$\phi_{grout}\alpha_{V,seis}\phi V_{sa}$ (lb)
16740	0.8	0.60	0.84	6750

9. Concrete Breakout Strength of Anchor in Shear (Sec. D.6.2)

Shear perpendicular to edge in y-direction:

$V_{by} = \min|7(l_e / d_a)^{0.2}\sqrt{d_a}\lambda_a\sqrt{f'_c}c_{a1}^{1.5};\ 9\lambda_a\sqrt{f'_c}c_{a1}^{1.5}|$ (Eq. D-33 & Eq. D-34)

l_e (in)	d_a (in)	λ_a	f'_c (psi)	c_{a1} (in)	V_{by} (lb)
5.00	0.625	1.00	4000	35.00	109847

$\phi V_{cbgy} = \phi\,(A_{Vc} / A_{Vco})\Psi_{ec,V}\Psi_{ed,V}\Psi_{c,V}\Psi_{h,V}V_{by}$ (Sec. D.4.1 & Eq. D-31)

A_{Vc} (in²)	A_{Vco} (in²)	$\Psi_{ec,V}$	$\Psi_{ed,V}$	$\Psi_{c,V}$	$\Psi_{h,V}$	V_{by} (lb)	ϕ	ϕV_{cbgy} (lb)
685.00	5512.50	1.000	0.723	1.000	2.291	109847	0.70	15826

Shear parallel to edge in y-direction:

$V_{bx} = \min|7(l_e / d_a)^{0.2}\sqrt{d_a}\lambda_a\sqrt{f'_c}c_{a1}^{1.5};\ 9\lambda_a\sqrt{f'_c}c_{a1}^{1.5}|$ (Eq. D-33 & Eq. D-34)

l_e (in)	d_a (in)	λ_a	f'_c (psi)	c_{a1} (in)	V_{bx} (lb)

5.00	0.625	1.00	4000	4.00	4244

$\phi V_{cbgy} = \phi\ (2)(A_{Vc} / A_{Vco})\Psi_{ec,V}\Psi_{ed,V}\Psi_{c,V}\Psi_{h,V}V_{bx}$ (Sec. D.4.1 & Eq. D-31)

A_{Vc} (in²)	A_{Vco} (in²)	$\Psi_{ec,V}$	$\Psi_{ed,V}$	$\Psi_{c,V}$	$\Psi_{h,V}$	V_{bx} (lb)	ϕ	ϕV_{cbgy} (lb)
222.00	72.00	1.000	1.000	1.000	1.000	4244	0.70	18320

10. Concrete Pryout Strength of Anchor in Shear (Sec. D.6.3)

$\phi V_{cpg} = \phi \min|k_{cp}N_{ag}\ ;\ k_{cp}N_{cbg}| = \phi \min|k_{cp}(A_{Na} / A_{Na0})\Psi_{ec,Na}\Psi_{ed,Na}\Psi_{cp,Na}N_{ba}\ ;\ k_{cp}(A_{Nc} / A_{Nco})\Psi_{ec,N}\Psi_{ed,N}\Psi_{c,N}\Psi_{cp,N}N_b|$ (Sec. D.4.1 & Eq. D-41)

k_{cp}	A_{Na} (in²)	A_{Na0} (in²)	$\Psi_{ed,Na}$	$\Psi_{ec,Na}$	$\Psi_{cp,Na}$	N_{ba} (lb)	N_a (lb)
2.0	857.81	206.45	0.784	1.000	1.000	11145	36283

A_{Nc} (in²)	A_{Nco} (in²)	$\Psi_{ec,N}$	$\Psi_{ed,N}$	$\Psi_{c,N}$	$\Psi_{cp,N}$	N_b (lb)	N_{cb} (lb)	ϕ
737.00	100.00	1.000	0.820	1.000	1.000	5173	31262	0.70

ϕV_{cpg} (lb)
43767

11. Results

11. Interaction of Tensile and Shear Forces (Sec. D.7)?

Shear	Factored Load, V_{ua} (lb)	Design Strength, ϕV_n (lb)	Ratio	Status
Steel	1558	6750	0.23	Pass
T Concrete breakout y+	**15575**	**15826**	**0.98**	**Pass (Governs)**
|| Concrete breakout x+	**6230**	**18320**	**0.34**	**Pass (Governs)**
Pryout	15575	43767	0.36	Pass

SET-XP w/ #5 A615 Gr. 60 Rebar with hef = 5.000 inch meets the selected design criteria.

12. Warnings

- When cracked concrete is selected, concrete compressive strength used in concrete breakout strength in tension, adhesive strength in tension and concrete pryout strength in shear for SET-XP adhesive anchor is limited to 2,500 psi per ICC-ES ESR-2508 Section 5.3.

- Brittle failure governs for shear. Governing anchor failure mode is brittle failure. Attachment shall be designed to satisfy the requirements of ACI 318-11 Section D.3.3.5.3 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.3.3.5.3(a), (b) or (c) is satisfied for shear loading, select appropriate checkbox from Inputs tab to disable this message. Alternatively, Ω0 factor can be entered to satisfy ACI 318-11 Section D.3.3.5.3(c) to increase the earthquake portion of the loads as required.

- Designer must exercise own judgement to determine if this design is suitable.

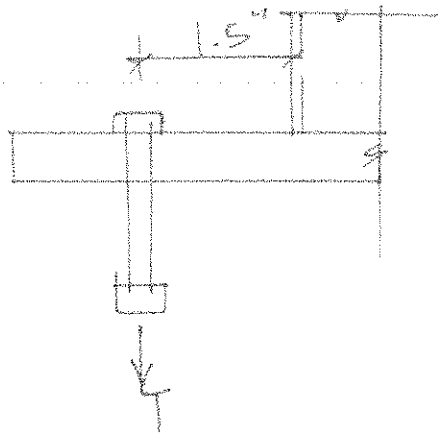
- Refer to manufacturer's product literature for hole cleaning and installation instructions.

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 40340 798
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 06.11.18
CHECKED BY _____ DATE _____
SCALE _____

CCD022 CALCULATIONS

BASEPLATE CALCULATIONS



$T = 7457^{lb}$ (LRFD) (CLOSEST BOLT)

$M_u = 7457^{lb} \times 1.5" = 11186^{lb-"}$

$Z = \frac{6"(0.75")^2}{4} = 0.84 \text{ IN}^3$

$\phi M_n = 0.9 \times 36000 \text{ PSI} \times 0.84$

$\phi M_n = 27338^{lb-"}$

∴ 3/4" THICK BASEPLATE ADEQUATE

$T = 4182^{lb}$ (LRFD) [PER HILTI CALCULATIONS)

$M_u = 4182^{lb} \times 6.5 = 27183^{lb}$

∴ USE 3/4" THICK BASEPLATE

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 113 R0

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 1/3/2019

DESCRIPTION OF WORK

CCD 22

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
CCD 22	Santa Clarita Concrete	24,879
	C. A. Buchen Corp	4,951
	Subtotal:	29,830
Contractual Costs		
Sub Default Insurance		358
CCIP		378
Bond		260
Fee		1,541
	Subtotal:	2,537
	Total Change Order Request Amount	**32,367**

APPROVAL

(Please note that if this Change Order Request is not approved by 1/17/2019, additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

#17-117

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 24th day of August 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Marshall Elementary School, located at 2900 Thurgood Marshall Drive, Oxnard, California 93036 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

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

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and

attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **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.

K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Eight Million Nine Hundred Ninety-Four Thousand Two Hundred Thirty-Six and No/Hundredths Dollars ($8,994,236.00)**. The GMP consists of (1) no Preconstruction Fee, a Sublease Tenant Improvement Payment in the amount of **Eight Million One Hundred Ninety-Eight Thousand Five Hundred Ninety-Two Dollars and No Cents ($8,198,592.00)** and, (2) a Contractor Contingency in the amount of **Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents ($345,932.00)**, and, (3) Sublease Payments in the amount of **$74,952.00** per month for **6** months, for a total lease value of **Four Hundred Forty-Nine Thousand Seven Hundred Twelve Dollars and No Cents ($449,712.00)** pursuant to terms and payment schedule as set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with subcontractor bidding to establish the final GMP for Board acceptance.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibits A and B** attached hereto. Prior to DSA approval Contractor did not perform Preconstruction Services to assist in designing the project. Upon DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall

be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

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

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by

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.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the

GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement 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,

accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and

Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR	THE DISTRICT
Bernards By: Rick Fochtman	Oxnard School District, a California school district By: Lisa A. Franz, Director, Purchasing
By: Rick Fall	By: Lisa A. Franz
Title: Executive Vice President	Title: Director, Purchasing
Date: 8/29/2017	Date: 9-7-17

#17-117

EXHIBIT A
Scope of Work (Plans & Specifications)

Marshall New Classroom Building

100% Construction Documents Package

Oxnard School District

October 4, 2016

FEB. 17 2017
DSA App 03-116806

BINDER A

Oxnard School District
Marshall New Classroom Building
2900 Thurgood Marshall Dr. Oxnard, CA 93036

CSDA | DESIGN GROUP

EXHIBIT A, continued

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09 6513	Rubber Base
09 6519	Resilient Tile Flooring
09 9000	Paints and Coatings

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101400	Signage
102113.17	Phenolic-Core Shower and Dressing Compartments
102800	Toilet Accessories
105200	Fire Extinguishers

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116800	Playfield Equipment and Structures

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MARSHALL NEW CLASSROOM BUILDING

EXHIBIT A, continued

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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)

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22 0700	Insulation
22 0800	Equipment and Systems Tests
22 1100	Domestic and Industrial Water Systems
22 1300	Drainage System
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23 0548	Vibration Isolation and Seismic Restraints
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23 8000	Air Conditioning and Air Handling Equipment
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MARSHALL NEW CLASSROOM BUILDING

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EXHIBIT A, continued

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DSA FILE NO. 56-22	**DSA APPLICATION NO. 03-116806**	**PTN NO. 72538-91**

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Exhibit B

Guaranteed Maximum Price (GMP)

BERNARDS
BUILDERS • MANAGEMENT SERVICES

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

BERNARDS

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**

	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

	Total Contract Amount		**$ 8,994,236**

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ALLOWANCES

Marshall Classroom Building

Oxnard School District **GMP**

2900 Thurgood Marshall Dr, Oxnard, CA 93036 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**

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QUALIFICATIONS & ASSUMPTIONS

Marshall Classroom Building

Oxnard School District **GMP**

2900 Thurgood Marshall Dr, Oxnard, CA 93036 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 appurtenantances, 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.

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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, no change to width
	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

BERNARDS

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.9	~~Replace entire roof with hot mop~~ Roofing VE Items	RS to provide pricing for hot mop roof through out the project. Update 06/23/17: TM working with Best Interior to develop a value engineering package that retains the existing design. Update 7/6/17: CM has discussed potential VE items with Best, including use of a lighter gauge standing seam roofing material. Update 7/18/17: Use of a lighter gauge standing seam roofing material is not acceptable to CSDA. Best Contracting looked again at their number and submitted a credit amount.
CCD	ARC.10	Use standard Hydraulic elevators in lieu of MRL elevator	JA to provide revised design for using a jack less hydraulic elevator Update 06/23/17: SB directed team to pursue the hydraulic elevator. TM to forward shop drawing for hydraulic elevator to JA for coordination with designed structure for the shaft and equipment room Update 7/6/17: Republic Elevator has provided drawings for space requirements of the elevator shaft and machine room. CSDA has reviewed and indicates that required space requirements will work within current designed structure.
	ARC.11	Delete energy management system.	RS to obtain credit to delete EMS in it entirety Update 06/23/17: Sheldon provided credit.
	ARC.12	Delete fire department ladders	JA to call fire marshal to understand requirement of exterior fire ladders Update 06/23/17: JA and TM to visit fire department to delete exterior ladders for building and elevator tower Update 7/6/17: Per Jose/CSDA the exterior ladders as shown on G-003 will not be required based on discussion with the local fire department.
CCD	ARC.13	Delete framing at elevator opening smoke doors.	SB accepted deletion. Finalize credit to GMP.
CCD	ARC.14	Delete hand dryers	SB accepted deletion. Finalize credit to GMP JA to revise specifications to include paper towel dispensers Update 06/23/17: Paper towel dispensers shall OFCI.
CCD	ARC.15	Revise Guardrail Detail	JA to review design of handrail detail and revise to simplify and reduce cost. Also see ARC.19 below Update 06/23/17:CA Buchen provided revised design for guardrails which was accepted by SB and JA. Credit provided by CA Buchen.
	ARC.16	Use thinset in lieu of mortar set tile	After discussion with the team it was determined that the mortar bed would be deleted at 1st and 2nd floor restrooms and that the tile would be thinset. Need to add the sloping of floor to drains. RB to provide pricing Update 06/23/17: Credit provided by Silverado.
CCD	ARC.17	Remove 2nd floor canopy over walkways	JA to review the shading study and determine if a portion of the walkway cover can be reduced Update 06/23/17: Still pending structural engineer response. JA to follow on 06/26/17 Update 7/6/17: Jose/CSDA has been working with the structural engineer for drawings/details in order for Bernards to request subcontractor pricing. Update 7/18/17: The structural engineer provided drawings on 7/18/17 for subs to review and provide pricing.
	ARC.18	Delete all tile from change rooms and provide painted walls and resilient tile with rubber base	RS to provide pricing for proposed revisions. Update 06/23/17:Credit provided by Silverado.
	ARC.19	Delete galvanized finish for stairs, guardrails and handrails and provide zinc primer with paint finish	RS to provide pricing for proposed revisions. Update 06/23/17: Steel contractor stated the is no cost difference with zinc coating and galvanizing.

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BERNARDS

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.20	Delete requirement of waterproof wrap around building	JA to review specification to determine what is required and RS to reach out to plaster subcontractors to determine what is included Update 06/23/17: TM got price to wrap the first 5 feet of the building.
	ARC.21	Delete drywall soffit at high ceiling and provide T-Bar and acoustical tile.	JA to prepare sketch of proposed T-Bar soffit for final pricing Update 7/6/17: Jose/CSDA has rejected this potential VE item.
	ARC.22	Revise operable windows to fixed windows	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable.
	ARC.23	Flush Aluminum Windows with Exterior wall	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable. JA to revise detail for window install. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again. Window width is now 4 ½" but still held to outside with return on inside of wall.
	ARC.24	HVAC VE Items	Meeting with CFW, Bernards and Sheldon Mechanical to discuss potential VE items. Items include deduct for standalone control system vs. DDC control system, deduct to change side discharge rooftop units to down shot, deduct to change ductwork from rectangular to round and added cost to install copper coils on rooftop units. Update 7/7/17: The copper fin added cost has been rejected. The (3) credit items are still under consideration. Jose A. to follow up with mechanical engineer to question why his response to down shot roof top units will not work. Update 7/18/17: Mechanical engineer has rejected the proposed down shot type units due to space limitations. Credits for standalone control system and use of round ducts will be accepted.
	ARC.25	Electrical VE Items	Taft Electric has been contacted regarding potential VE items and have submitted the following; Deduct for alternate light fixture package using a different manufacturer, deduct for use of MC cables for all branch circuits in lieu of flex conduit, deduct for use of aluminum brass in lieu of copper on all switchgear, deduct for use of native soil in lieu of concrete backfill at ductbanks. The Electrical Engineer has reviewed and provided a response, to be reviewed further with CFW & CSDA. Update 7/7/17: After reviewing the electrical VE items it was determined to still purse 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.

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BERNARDS

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.

BERNARDS
BUILDERS • MANAGEMENT SERVICES

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036 July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	SIT.9	Gas Line Revisions	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. 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. 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.

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Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Erosion Control	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Whitson CM / Bernards**	**Socal Stormwater Runoff Solution**				
Base Bid	See below	See below				
Spec #: 312500	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days						
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Storm Water Compliance	1,200	520				
"Due to the project being under 1 acre this project is not subject to the State CGP"	Included	Included				
Provide project related Water Pollution Control Program (WPCP) by Qualified developer	Included	Included				
Development of project specific Best Management Practices (BMP's)	Included	Included				
Development of erosion control plan for inclusion in WPCP	Included	Included				
SWPPP (QSP/QSD) Services						
Qualified SWPPP Practitioner QSP conduct weekly site inspections, photos, document, etc	18,720	10,400				
Rate per week for monitoring	$360/wk	$200/visit				
Keep records & documents updated	Included	Included				
Provide recommendations for reqs of BMP upkeep & maintenance (but won't do the work)	Included	Included				
Electronically file all data for Permit documents as required	Included	Included				
Pre/During/Post Rain-Event Visual Inspections	4,320	2,640				
Rate per week/visit for monitoring the rain monitoring	$360/wk	$220/visit				
Erosion Control - No Plans Provided	21,402	21,402				
Silt Fencing at perimeter of sites	Included	Included				
Fiber Rolls at perimeter of existing parking lot rework - A-102	Included	Included				
Fiber Rolls at new school addition perimeter - G-003	Included	Included				
Fiber Rolls at new playground area perimeter - G-003	Included	Included				
Construction Entrances	Included	Included				

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Erosion Control	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Whitson CM / Bernards**	**Socal Stormwater Runoff Solution**				
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**					
Socal Stormwater Runoff Solution	**78,677**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Surveying	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Adkan Engineers**	**Brenner & Carpenter**	**Hunsaker & Associates**	**MNS Engineers**	**Michael Baker International**	**Stantec**
Base Bid	22,000	25,000	60,400	17,055	8,900	39,950
Spec #: 00700 - General Conditions	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	N/A	N/A	N/A	N/A	N/A	N/A
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Set-up	Included	Included	Included	Included	Included	Included
Travel Costs	Included	Included	Included	Included	Included	Included
Horizontal Control	Included	Included	Included	Included	Included	Included
Survey Boundary Map	Included	Included	Included	Included	Included	Included
Excavation	Included	Included	Included	Included	Included	Included
Rough Grade Staking	Included	Included	Included	Included	Included	Included
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	Included
Gridlines at Elevator & Exterior Stairs	Included	Included	Included	Included	Included	Included
Buildings	Included	Included	Included	Included	Included	Included
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	Included
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, Natural Gas and Permanent Electrical Service	Included	Included	Included	Included	Included	Included
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	Included
Site	Included	Included	Included	Included	Included	Included
Stakes for Sanitary Sewer, Storm Drain, Natural Gas and Domestic Fire & Domestic Water	Included	Included	Included	Included	Included	Included
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	Included	Included	Included	Included	Included	Included
Line Stakes for demo/saw cut of asphalt at existing northeast parking lot. Provide markings for new parking stalls.	Included	Included	Included	Included	Included	Included
Line and grade stakes for rubberized playground area	Included	Included	Included	Included	Included	Included
1-person survey crew rate per hour	$185/hr		$192/hr	$180/hr		
2-person survey crew rate per hour	$260/hr		$234/hr	$260/hr		
	5,000	2,000		6,667	12,000	
TOTALS	**27,000**	**27,000**	**60,400**	**23,722**	**20,900**	**39,950**
Recommendation:	**Amount**					
Michael Baker International	**20,900**					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Reinforcing Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Upland Contracting	Vista Steel				
Base Bid	85,814	83,445				
Spec #: 032000	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Rebar	Included	Included				
New Classroom Addition Building per Structural, Architectural & Civil sheets	Included	Included				
Rebar for Footings	Included	Included				
Rebar for Spread Footings	Included	Included				
Rebar for Column Footings	Included	Included				
Rebar for Stair Footings	Included	Included				
Rebar for Pad Footings	Included	Included				
Rebar for Elevator Pit	Included	Included				
Rebar for Slab on Grade	Included	Included				
Hoisting as Required	1,500	1,500				
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8', build them sim to right side of det 6/S-401	5,000	5,000				
Site Concrete Reinforcing	24,486	12,025				
Paving, curbs, seat walls, planter walls	Included	Included				
Site curbs FOB jobsite	Included	Included				
SIT.3	(5,000)	(5,000)				
TOTALS	**111,800**	**96,970**	**0**	**0**	**0**	**0**

Recommendation:	Amount
Vista Steel	96,970

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Building Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Barcelo Construction	Santa Clarita Concrete				
Base Bid	386,879	395,600				
Spec #: 03 1000 - Concrete Forming Accessories	Included	Included				
Spec #: 03 2000 - Concrete Reinforcing	Included	Included				
Spec #: 03 3000 - Cast-in-Place Concrete	Included	Included				
Bond Rate (if required)		Bond @ 1%				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	90 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	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 Faming Details - S-401	Included	Included				
Spread Footings per Schedule on Foundation Pages S-401,402,403 (WF-1, WF-2 & F3)	Included	Included				
24" x 18" Conc Footing at Stairs per 1/S-700B	Included	Included				
Tie Rod Brace detail and concrete blockout at Baseplates - 3/S-700B	Included	Included				
1'-6" thk Mat slab at Elevator Pit per 12/S-700A	Included	Included				
Elevator Pit wall 10" thk per 12/S-700B	Included	Included				
Site Control Plan C-201						
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401, are part of the building construction	30,000	Included				
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	30,000	26,600				
Install Guiderail baseplates per 16/S-700B	Included	Included				
Lt Wt Concrete Fill at Balconies & Classrooms on 2nd Floor per Note 7A & 7B/S212 - 1-1/2" ltwt concrete topping	Included	Included				

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Building Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Barcelo Construction	Santa Clarita Concrete				
SCC: Deck to be poured prior to construction of walls, otherwise add for another pump system & hoseman to place concrete	Included	6,500				
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S-700B	Included	Included				
Balco Stair Strips per keynote 05.03 sheet A-420 & detail 11/A-560	2,500	2,500				
2" contrasting strip, abrasive strip	Included	Included				
6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	Included	Included				
Depressed slabs at restrooms for ceramic tile work, not shown properly	Included	Included				
Trench Drain concrete basin per 4/S-400A	w/ Site Utilities	w/ Site Utilities				
Other items:	Included	Included				
All Reinforcing Steel for your work	w/ Rebar	w/ Rebar				
Dewatering as Required	Included	Included				
Setting Anchor Bolt Templates	Included	Included				
Safety walk and progressive cleanup	4,640	4,640				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Drypacking baseplates	1,000	Included				
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included				
Clean up to debris bins	5,100	5,100				
Wash Out Bins	2,500	2,500				
Depressed floors at 1st floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000				
Spoils removal	approx 325cy	approx 325cy				
SIT.3	(8,700)	(8,709)				
SIT.3	(30,000)	(26,600)				
TOTALS	**428,919**	**413,131**	**0**	**0**	**0**	**0**

Recommendation:	Amount
Santa Clarita Concrete	**413,131**

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Structural Steel

Marshall Classroom Building

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors					
	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS		
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 RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	14 Days	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Structural Steel	165,450	234,955	304,688			
New Classroom Building	Included	Included	Included			
HSS Steel Columns, C1, C2, C3, C4 & C5 on First & Second Levels -5" round, 5x5 7x5, 10x8, & 7x7	Included	Included	Included			
HSS Beams at 1st & 2nd floors per floor plans	Included	Included	Included			
HSS Beams at Elevator - 3 each HSS 12x4 tubes per sketch in RFI #3	Included	Included	Included			
Include added 3rd steel column	7,500	7,500	7,500			
HSS Columns & beams at wall elevation S-600E & 19&20/S-600F	Included	Included	Included			
HSS columns in stud walls to have welded studs - 13/S-700	Included	Included	Included			
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included	Included			
"W" Steel Beams at Elevator - 1/S-700A & 17/S-700A	Included	Included	Included			
Beam to Beam Connection Schedule & details 1/S-700A	Included	Included	Included			
Double angle braces & gusset plate at HSS column at roof transitions 17/S-600D	Included	Included	Included			
1/2" thk x 5" w plate at roof transitions 17/S-600D & 20/S-600E	Included	Included	Included			
Safety Cable Railing as Required - Install, maintain, removal & return to steel sub	3,250	3,250	3,250			
FOB Anchor Bolts/ Templates for Own Work	Included	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included	Included			
Safety walk and progressive cleanup	3,093	3,093	3,093			
Hoisting for All Work	Included	Included	Included			
Steel Stairs	122,090	Included	Included			
Galvanized	Included	Included	Included			

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Structural Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS		
Stairs 1 & 2 at New Classroom Bldg - S-211,212 & S-700B	Included	Included	Included			
Steel Stairs (Pan Filled Concrete) - A-420	Included	Included	Included			
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included	Included			
Conc Nosing at Stairs - included w/ the stairs?	1,250	Included	Included			
Stair Railings and Stair Guardrails	Included	Included	Included			
1-1/2" Handrail Both Sides	Included	Included	Included			
Guardrail at Midlandings	Included	Included	Included			
Guardrail at Top of Stairs	Included	Included	Included			
Stair 1 - 12/S700B	Included	Included	Included			
Stair 2 - 11/S700B	Included	Included	Included			
Railings & Guardrails	Included	132,560	100,000			
2nd Floor New Classroom Bldg - S-212 & 8/S-6001/S-600D	Included	Included	Included			
Deck guardrail detail - HSS2-1/2x2-1/2x3/16 at 4'oc	Included	Included	Included			
Arch drawing sheet A-112, note 5.33, see 15/A-560	Included	Included	Included			
Steel posts & plate top rails, w/ baseplates 8/S-600	Included	Included	Included			
Railing to have a Prefab panel per 10/A-560	Orsogril	Included	Included			
Prefab Panel Elevation detail - 7/A-560	Included	Included	Included			
Railing inserts per detail 2,3/A-560 - shows 2x1 rect mesh 11 ga galv panel	Included	Included	Included			
Railing inserts per Spec is diamond mesh	Excluded	Excluded	Excluded			
Misc. Metal	Included	Included	Included			
Steel plate continuous across hoistway ground fl - 5/A-561	2,500	Included	2,500			
Steel plate continuous across hoistway 2nd fl- 7/A-561	2,500	Included	2,500			
Pit ladder 13/A-561, notes states by Elev Mfr, but needs to be w Steel	Included	3,000	Included			
HSS at Canopy connections - 19,20/S-600F	Included	Included	Included			
Elevator Sill Angle & Threshold	Included	Included	Included			
Roof Access Ladders in Electrical rm 206 - A-112, 10/A-500	Included	Included	Included			
Steel ladder mounted to wall mtg all OSHA requirements	Included	Included	Included			
Site	Included	Included	Included			
Steel Bollards at New Electrical Transformer, FOB jobsite, 1/E-102	500	4,000	4,000			
Steel Bollards at New DDCV Assembly, FOB jobsite, C-401 (not shown, include 8 each)	500	4,000	4,000			

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Structural Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS		
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

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Rough Carpentry	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	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 RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	30 days		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Rough Framing						
Wall Types Sheet - A-620	Included	Included	Included	Included		
Plywood Shear Wall Schedule - S-600	Included	Included	Included	Included		
Plywood Sheathing as Shown on Wall Types	Included	Included	Included	Included		
Prefabricated plywood web joists "I" Joists per spec section	Included	Included	Included	Included		
Open Web Trusses, I-Joists, LVL per Schedule 4/S-600F	Included	Included	Included	Included		
MFR - TrusJoist, Red Built or equal	Included	Included	Included	Included		
Glu-Laminated Beams & Struc Eng. Beams per spec section	Included	Included	Included	Included		
Simpson HDW as Scheduled	Included	Included	Included	Included		
Supply Anchor/Sill Bolts for Wood Framing per Wall Faming 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

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Rough Carpentry	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Abdellatif Enterprises**	**Core Contracting**	**JF Construction**	**WS Klem**		
Exterior Plywood at Underside of Roof Overhang per 9/A-501	Included	Included	Included	Included		
Install Pipe Columns per details 2,5,6/S-600D - coordinate w/ Steel sub	Included	Included	Included	Included		
Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included		
Roof Crickets per A-131 - should be w/ roofing, use tapered insul	Excluded	Excluded	Excluded	Excluded		
Safety walk and progressive cleanup	9,280	9,280	9,280	9,280		
Framing for all recessed items FEC's, etc.	Included	Included	Included	Included		
Blocking & backing for ceilings & duct supports, unknown locations	6,400	6,400	6,400	6,400		
Blocking & backing for roof ladders	600	600	600	600		
Depressed floors at 2nd floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000	5,000	5,000		
Framing for doors heads & jambs at elevator smoke containment door assembly	4,000	4,000	4,000	4,000		
Fire Treated Lumber	Included	Included	Included	Included		
Storage of Lumber and Delivery to Site	Included	Included	Included	Included		
Hoisting for your work	Included	Included	Included	Included		
All Required Caulking and Sealants for your work	Included	Included	Included	Included		
Scaffolding for Own Work	Included	Included	Included	Included		
Clean-up into your dumpsters	17,000	17,000	17,000	17,000		
Temporary Stairs & ramps	3,000	3,000	3,000	3,000		
Small tools & equipment	3,500	3,500	3,500	3,500		
Security guard	40,200	40,200	40,200	40,200		
Site Security/Alarm/Carmera systems	15,477	15,477	15,477	15,477		
ARC.1	9,500	9,500	9,417	9,500		
ARC.13	(4,000)	(4,000)	(4,000)	(4,000)		
ARC.17	(30,000)	(30,000)	(30,521)	(30,000)		
Budget for Lumber Cost Increase	65,000	50,000	50,000	50,000		
TOTALS	**1,404,708**	**1,142,745**	**1,067,965**	**1,301,708**	**0**	**0**
Recommendation:	**Amount**					
JF Construction	**1,067,965**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Cabinets / Millwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Bristol Omega	ICI Millwork	K & Z Cabinet	Dennis Reeves Inc.	Stolo Cab.	
Base Bid	47,900	36,107	42,290	34,161	35,270	
Spec #: 06 4000 - Architectural Woodwork	Included	Included	Included	Included	Included	
Spec #: 12 3553 -Manufactured Plastic-Laminate-Faced Casework	Included	Included	Included	Included	Included	
Bond Rate (if required)				Bond at 2.5%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 days	90 days	60 days	60 days	45 days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Millwork	Included	Included	Included	Included	Included	
Lower Cabinets with Hardware	Included	Included	Included	Included	Included	
Upper Cabinets with Hardware & Locks on all doors per RFI #	Included	Included	Included	Included	Included	
Plastic Laminate Finish	Included	Included	Included	Included	Included	
Plastic Laminate Countertops	Included	Included	Included	Included	Included	
Plastic Laminate Backsplash	Included	Included	Included	Included	Included	
Enlarged Floor Plans - A-410	Included	Included	Included	Included	Included	
Casework details per A-570	Included	Included	Included	Included	Included	
Include the back panel fastening per 2/A-570	Included	Included	Included	Included	Included	
Include the Cont 2-1/2"x2-1/2" x 16 ga bent sheet metal angle anchorage - 6/A-570	Included	Included	Included	Included	Included	
Typical Classroom per 1/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 101, 102, 103, 104	Included	Included	Included	Included	Included	
Rms - 201, 202, 203, 204, 207	Included	Included	Included	Included	Included	
Typical Science Classroom per 2/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 107, 109	Included	Included	Included	Included	Included	
Performing Arts Lab per 3/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 208	Included	Included	Included	Included	Included	
Locker Room Benches	Included	w/ Lockers	w/ Lockers	w/ Lockers	w/ Lockers	
FRP Panels	Excluded	Excluded	Excluded	Excluded	Excluded	
TOTALS	**47,900**	**36,107**	**42,290**	**34,161**	**35,270**	
Recommendation:	**Amount**					
Dennis Reeves Inc.	**34,161**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Waterproofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Systems WP	Proulx	Santa Barbara Surfacing	Letner	Patriot Contracting	Paul Wolff
Base Bid	See below	See below	See below	See below	83,560	Incomplete
Spec #: 07 1326 - Self Adhering Sheet Waterproofing	Included	Included	Included	Included	Included	Included
Spec #: 07 8400 - Fire Stop and Smoke Seals	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Included	Included	Bond @ 1.8%	Bond @ 1.5%	Bond @ 1%	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	90 days	90 days	60 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Waterproofing						
Waterproofing at elevator pit 12/A-561	4,100	2,300	8,300	3,510	Included	No Bid
Sheet Waterproofing behind Pit walls	Included	Included	Included	Bituthene 4000	Included	----------
1" drainage board & sheet waterproofing at walls	Included	Included	Included	Included 230 sf	Included	----------
Waterproofing under elev pit SOG (no specs) use bentonite, Grace PrePrufe300R or equal	Included	Included	Included	Included	Included	----------
Elastomeric waterproofing on top of pit slab (no spec) - use crystalline product	1,500	2,500	5,400	2,500	Included	----------
Waterproofing at elevator pit penetrations 8/A-561	Included	Included	Included	Included	Included	----------
Waterproofing of foundation wall at planter areas against the bldg C-300	14,030	18,240	Included	15,000	Included	----------
Waterproofing inside exterior Planters - total of 4 planters 6/S-401	Included	Included 1,920 sf	Included	Included	Included	----------
Waterproofing under topping slabs at 2nd floor decks - 6&7/A-510	18,000	20,000	22,600	20,000	Included	----------
Use 07 1326, self adhering waterproofing OR	Included	Included	Included	Included	Included	----------
Use 60-90mil liquid applied waterproofing w/ 1/8" asphalitc 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	20,560	22,330	27,050	29,860	Included	No Bid
Per Pre-Bid RFI#4	Included	Included	Included	Included	Included	----------
Installed over 2nd floor extertior 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

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Waterproofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Systems WP**	**Proulx**	**Santa Barbara Surfacing**	**Letner**	**Patriot Contracting**	**Paul Wolff**
Product to be Gaco Western, GW-15-U62	Excluded	Excluded	Excluded	Included 2,520 sf	Included	----------
Interior Concrete Sealed Floors	2,680	2,680	3,850	2,680	2,680	1,750
Interior concrete floors shown on Finish Sch A-612 marked F1	Included	Included	Included	Included	Included	Included 676 sf
No Spec Provided OR see 03300,2.1,G	Included	Included	Included	Included	Included	Auqaseal W-20
Caulking & Sealants	9,816	9,816	9,816	9,816	9,816	No Bid
Per Schedule in Specs	Included	Included	Included	Included	Included	----------
Windows, Doors, Walls, As Shown	Included	Included	Included	Included	Included	----------
SIT.3	(10,530)	(10,500)	(10,500)	(10,500)	(10,500)	
TOTALS	**63,636**	**70,846**	**69,996**	**76,346**	**89,036**	**0**
Recommendation:	**Amount**					
Systems WP	**63,636**					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Insulation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	Roberts Firestop	
Base Bid	26,800	36,892	30,527	26,895	See below	
Spec #: 07 2100 - Thermal Insulation	Included	Included	Included	Included	N/A	
Spec #: 07 8400 - Fire Stop and Smoke Seals	No Bid	No Bid	No Bid	No Bid	Included	
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	Included	30 days	60 days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Thermal and Blanket Insulation	Included	Included	Included	Included	No Bid	
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included	Included	----------	
R19 & 8" Batts at Int & Ext Walls	Included	Included	Included	Included	----------	
R30 at Roof (Not shown)	See below	See below	See below	See below	----------	
Walls to Receive Insulation per Wall Types A-620	Included	Included	Included	Included	----------	
Wall type A - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type B - double stud walls min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type C - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type D - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type E1 - min 3-1/2" foil-faced glass fiber batts	????	Included	Included	Included	----------	
Wall type F - Batt insulation	Included	Included	Included	Included	----------	
Wall type G - Batt insulation	Included	Included	Included	Included	----------	
Wall type H - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type I - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type K - double stud walls Int. Acoustic wall - fiberglass batt insulation	Included	Included	Included	Included	----------	
Wall type N - none shown	----------	----------	----------	----------	----------	
Wall type O - batt insulation	Included	Included	Included	Included	----------	
Rigid Insulation at PVC roofing	w/ Roofing	Included	Included	Included	----------	
Rigid Insulation at Standing Seam roofing	Excluded	Included	Included	Included	----------	
R-30 insulation at underside of standing seam roofing	7,500	Included	Included	4,965	----------	
Fire Stops and Smoke Seals	17,324	17,324	17,324	17,324	17,324	
Mineral fiber insulation fire safing, damming material, clips and closures	Included	Included	Included	Included	Included	
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included	
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Insulation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**DJ Insulation**	**Viking Insulation**	**Alcal**	**TruTeam/Masco**	**Roberts Firestop**	
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included	
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included	Included	
TOTALS	**51,624**	**54,216**	**47,851**	**49,184**	**0**	**0**

Recommendation:	**Amount**
Alcal	**47,851**

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
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
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Sheet Metal	56,198	Included	No Bid	8,600	Included	Included
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	----------	40,000	Included	40,000
Roof Plan A-131	Included	Included	----------	Included	Included	Included
Flexible Flashing and Underlayment	Included	Included	----------	Included	Included	Included
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200,2.02.K	Included	Included	----------	Included	Included	Included
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	----------	Included	Included	Included
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	----------	Included	Included	Included
Roof Details Sheet A-500:	Included	Included	----------	Included	Included	Included
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included	Included	----------	Included	Included	Included
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included	Included	----------	Included	Included	Included
Roof penetration at Ducts flashing - 5/A-500	Included	Included	----------	Included	Included	Included
Flash at Pipes penetrations - 6/A-500	Included	Included	----------	Included	Included	Included
Flash at Exhaust duct - 9/A-500	Included	Included	----------	Included	Included	Included
Flash at roof access hatch - 10/A-500	Included	Included	----------	Included	Included	Included
Flash at fascias - 5/A-501	Included	Included	----------	Included	Included	Included
Flash at upper roof exterior soffits - 6/A-501	Included	Excluded	----------	Included	Included	Included
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included	Excluded	----------	Included	Included	Included
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included	Included	----------	Included	Included	Included
Door & Window Sill/Head Flashings - 1,2/A-5120	Included	Included	----------	Included	Included	Included
Door head flashing - 10-12/A-520	Included	Included	----------	Included	Included	Included
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included	Included	----------	Included	Included	Included
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included	Included	----------	Included	Included	Included
Roof to plaster conditions	Included	Included	----------	6,400	Included	9,010
Gutters & Downspouts - None Shown	Included	Included	----------	Included	Included	Included

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**R&J SM**	**Letner**	**Commercial Roofing**	**Merit Metal Products**	**Patriot Contracting**	**Valencia Sheet Metal**
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000	10,000	----------	10,000	10,000	10,000
Connects to storm drains sytems, not shown	Included	Included	----------	Included	Included	Included
Roof Drains are internal pipes by plumber	Included	Included	----------	Included	Included	Included
Mechanical Equipment pad covers - None Shown	N/A	N/A	----------	N/A	N/A	N/A
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A	N/A	----------	N/A	N/A	N/A
Roof Hatch	7,122	Included	No Bid	Included	Included	Included
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 10&12/A-500, 30"x42" min size	Included	Included	----------	Included	Included	Included
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included	Included	----------	Included	Included	Included
Prefab Curb by MFR	Included	Included	----------	Included	Included	Included
Installed in Electrical Room 206	Included	Included	----------	Included	Included	Included
Metal Roofing	159,537	Included	202,181	84,000	Included	Included
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included	Included	Included	Included	Included	Included
Typical Standing Mtl roof detail 10/A-5010	Included	Included	Included	Included	Included	Included
MFR AEP Span, SpanLok	Included	Included	Included	Alt Prod:Metal Sales	Included	Alt Prod:Metal Sales
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included	Incl 24ga	Included	Included	Included	Included
30#lb felt underlayment over roof plywood(by others)	Included	Included	Included	Included	Included	Included
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included	Included	Included	Included	Included	Included
Flash standing seam at Fascia - 5/A-501	Included	Included	Included	Included	Included	Included
Flash Fascia 2 at standing seam 9/A-501	Included	Included	Included	Included	Included	Included
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included	Not shown	Included	Not shown	Not shown	Not shown
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included	Included	Included	Included	Included	Included
Waste Disposal	3,400	3,400	3,400	3,400	3,400	3,400
Provide Alternate Add if not in base bid	----------	14,000	Included	8,500	15,000	9,000
Wall Louvers						
As listed /shown on Mechanical	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC
	Metal Roof	Metal Roof	Metal Roof Only	Alt Metal Roof	Metal Roof	Alt Metal Roof
	SM	SM	No SM	SM	SM	SM
TOTALS	**236,257**	**195,350**	**205,581**	**160,900**	**217,570**	**175,290**
Recommendation:	**Amount**					
Merit Metal Products	**160,900**					

Bid Evaluation Report

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BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Craig Roofing**	**Chapman Coast**				
Base Bid	See below	0				
Spec #: 07 4000 - Metal Roof Panels	Included	SM only				
	Included	w/roofing bid				
Bond Rate (if required)	Bond @ 2.5%					
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included					
Acknowledgment of RFI's 1-75 dated 6.5.17	Included					
Bid Good for 60 Days	30 Days					
Prevailing Wage	Included					
Prequalified per Oxnard School District Standards	N/A					
Attachment C Acknowledgement	N/A					
Sheet Metal	38,108	9,550				
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included					
Roof Plan A-131	Included					
Flexible Flashing and Underlayment	Included					
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200,2.02.K	Included					
MFR - WR Grace, Jiffy-Seal or equal	Included					
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included					
Roof Details Sheet A-500:	Included					
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included					
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included					
Roof penetration at Ducts flashing - 5/A-500	Included					
Flash at Pipes penetrations - 6/A-500	Included					
Flash at Exhaust duct - 9/A-500	Included					
Flash at roof access hatch - 10/A-500	Included					
Flash at fascias - 5/A-501	Included					
Flash at upper roof exterior soffits - 6/A-501	Included					
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included					
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included					
Door & Window Sill/Head Flashings - 1,2/A-5120	Included					
Door head flashing - 10-12/A-520	Included					
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included					
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included					
Roof to plaster conditions	9,000					
Gutters & Downspouts - None Shown	Included					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Craig Roofing**	**Chapman Coast**				
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000					
Connects to storm drains sytems, not shown	Included					
Roof Drains are internal pipes by plumber	Included					
Mechanical Equipment pad covers - None Shown	N/A					
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A					
Roof Hatch	Included					
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 10&12/A-500, 30"x42" min size	Included					
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included					
Prefab Curb by MFR	Included					
Installed in Electrical Room 206	Included					
Metal Roofing	218,820					
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included					
Typical Standing Mtl roof detail 10/A-5010	Included					
MFR AEP Span, SpanLok	Included					
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included					
30#lb felt underlayment over roof plywood(by others)	Included					
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included					
Flash standing seam at Fascia - 5/A-501	Included					
Flash Fascia 2 at standing seam 9/A-501	Included					
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included					
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included					
Waste Disposal						
Provide Alternate Add if not in base bid	---					
Wall Louvers	0					
As listed /shown on Mechanical	w/ HVAC					
	Metal Roof	No Metal Roof				
	SM	SM Only				
TOTALS	**275,928**	**0**	**0**	**0**	**0**	**0**
Recommendation:	**Amount**					
Merit Metal Products	**160,900**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Roofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Best Contracting**	**Chapman Coast**	**Commercial Roofing**	**Craig Roofing**	**Letner Roofing**	**WSP Roofing**
Base Bid	124,725	153,939	145,717	199,708	211,750	129,179
Spec #: 07 5416 - Polyvinyl Chloride (PVC) Roofing (Mechanically Attached)	Included	Included	Included	Included	Included	Included
Bond Rate (if required)		Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Bond @ 1%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 days	60 Days	60 Days	45 days	60 Days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Polyvinyl-Chloride (PVC) Roofing	Included	Included	Included	Included	Included	Included
Roof Plan A-131, Keynote 07.01 Single-Ply Roof Assembly see 1/A-500	Included	Included	Included	Included	Included	Included
MFR - Sika Sarnafil, Johns Manville, Carlisle or Equal	Sarnafil	Carlisle	Sarnafil	Included	Included	Included
BOD Sarnafil S327 FB, thermoplastic membrane w/ poly reinforcement & feltback membrane	Included	Included	Included	Included	Included	Included
Single Ply Roofing System 60 mil without fleece backing, color to be White	Included 7,000 sf	Included 6,600sf	Included	Included	Included 7,000sf	Included 7,000sf
Fully Adhered	Included	Included	Included	Included	Included	Included
Mechanically Fastened	Included	Included	Included	Included	Included	Included
R-30 Rigid isocyanurate foam Insulation w/ black mat facers	Included	Included	Included	Included	Included	Included
Tapered crickets w/ insulation	Included	Included	Included	Included	Included	Included
1/2" DensDeck Coverboard at Roof	Included	Included	Included	Included	Included	Included
Include all attachment components & flashing materials	Included	Included	Included	Included	Included	Included
Include misc flashing at pipes, corners coverstrips, termination bars	Included	Included	Included	Included	Included	Included
Include all sealants	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640
Walk Pads - Per Roofing Plans	Included	Included	Included	Included	Included	Included
Polyester reinforced, 0.096 inch weldable membrane w/ surface embossment per spec 2.07.A	Included	Included	Included	Included	Included	Included
Parapet walls to be plaster	Included	Included	Included	Included	Included	Included
Waste disposal	4,250	4,250	4,250	4,250	4,250	4,250
Warranty to be 10-yr NDL Material & Labor warranty	Included	Included	Included	Included	Included	Included
ARC.9	(4,800)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)
ARC.17	(10,280)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
TOTALS	**118,535**	**148,329**	**140,107**	**194,098**	**206,140**	**123,569**
Recommendation:	**Amount**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Roofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing
Best Contracting	118,535					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Doors, Frames & Hardware	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	
Base Bid	99,420	113,689	132,696	102,265	115,060	
Spec #: 08 1113 - Hollow Metal Doors and Frames	Included	Included	Included	Included	Included	
Spec #: 08 1416 - Flush Wood Doors	Included	Included	Included	Included	Included	
Spec #: 08 3116 - Access Panels & Frames	Included	Included	Included	Included	Included	
Spec #: 08 3613 - Sectional Doors	Included	Included	Included	Included	Included	
Spec #: 08 7100 - Door Hardware	Included	Included	Included	Included	Included	
Bond Rate (if required)	Bond @1.5%	Bond @1.5%	Bond @2.5%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	60 Days	30 days	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Hollow Metal Doors and Frames	Included	Included	Included	Included	Included	
MFR per Specs	Included	Included	Included	Included	Included	
Frame Details - A-520	Included	Included	Included	Included	Included	
New Classroom Building - 1st & 2nd fl	Included	Included	Included	Included	Included	
HM Frames ()	Included	Included	Included	Included	Included	
Type A	Included	Included	Included	Included	Included	
Type B	Included	Included	Included	Included	Included	
Type C	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	
Type D, Marker Board Sliding Door Schedule	Included	Included	Included	Included	Included	
Type E - w/ Louver	Included	Included	Included	Included	Included	
HM Doors (30)	Included	Included	Included	Included	Included	
Wood Doors (3)	Included	Included	Included	Included	Included	
Install HM Doors	Included	Included	Included	Included	Included	
Install HM Frames	Included	8,500	8,500	8,500	6,350	
Install Wood Doors	Included	Included	Included	Included	Included	
Glass for Vision Lites & Windows	3,375	3,750	3,750	3,750	3,375	
Door Hardware	Included	Included	Included	Included	Included	
Hardware per Schedule in Specs	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320	
Door Thresholds	Included	Included	Included	Included	Included	
Misc. Door Hardware - Site Gates	Included	Included	Included	Included	Included	
Storefront Doors - None Shown	Included	Included	Included	Included	Included	
Panic Hardware at Gates - per Accessibility Site Plan - G-004	Included	Included	Included	Included	Included	
Hardware at existing Gates per Gate Schedule, G-004	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Doors, Frames & Hardware	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	
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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Glass & Glazing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Santa Barbara Glass**	**Center Glass**	**Coast to Coast**			
Base Bid	79,908	86,300				
Spec #: 08 5113 - Aluminum Windows	Included	Included				
Spec #: 08 7100 - Door Hardware	N/A	N/A				
Spec #: 08 8000 - Glazing	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	Included	30 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Aluminum Windows	Included	Included				
Double and Single Hung Windows	Included	Included				
Acceptable Manufacturers for Aluminum Windows	Included	Included				
Efco Series 684 & 694	Included	Series 2700				
Traco TR-9000	Included	Excluded				
Graham Series 3000/3100	Included	Excluded				
Peerless Model 4340 & 4140	Included	Excluded				
New Classroom Bldg - A-111, A-112	Included	Included				
Type A - 5' x 2'-1"	Included	Included				
Type B - 3' x 6'	Included	Included				
Type C - 5' x 6'	Included	Included				
Type D - 5' x 6'	Included	Included				
Type E - 3' x 8'	Included	Included				
Type F - 5' x 8'	Included	Included				
Type G - 5' x 6'	Included	Included				
Type H - 5' x 6'	Included	Included				
Type I - 3' x 6'	Included	Included				
Sealing and Caulking for All Window/Door Systems per Arch Details	3,775	3,775				
Glazing	Included	Included				
Glass for Vision Lites & Windows	3,750	Included				
Include SG - Safety Glazing as indicated on Window Schedule A-610, per spec 08800	Included	Included				
Include OB - Obscured Glazing as indicated on Window Schedule A-610, per spec 08800	Included	Included				
Other						
Field Testing for Water Penetration AAMA E1105, assume 6 ea	4,500	4,500				
Mock-Up	1,250	1,250				
ARC.1	24,998	25,000				
ARC.22	(4,094)	(4,000)				
TOTALS	**114,087**	**116,825**	**0**	**0**	**0**	**0**

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Glass & Glazing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Santa Barbara Glass	Center Glass	Coast to Coast			
Recommendation:	Amount					
Santa Barbara Glass	114,087					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
Base Bid	See Below	See Below	See Below	Drywall Only	Plaster Only	Dywall Only
Spec #: 07 8400 - Fire Stop and Smoke Seals	Included	Included	Included	N/A	N/A	N/A
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	N/A	N/A	N/A
Spec #: 09 2200 - Cement Plastering	Included	Included	Included	N/A	Included	N/A
Spec #: 09 2900 - Gypsum Board	Included	Included	Included	Included	N/A	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	N/A	N/A	N/A
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Dyas	30 Dyas	90 Dyas	30 Dyas	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	436,210	428,681	289,224	334,700	334,700	334,700
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	Included		Included	
Keynote 09.11-Portland Cement Plaster and Metal Lath, per wall types	Included	Included	Included		Included	
Texture - Dash Bond Coat 09 2200,3.06.G	Included	Included	Included		Included	
Exterior Plaster Ceilings and Soffits per typ det 11/A-501	Included	Included	Included		Included	
Exterior Plaster at parapets 2/A-500	Included	Included	Included		Included	
Interior Plaster per specs, Include if any shown on drawings	Included	Included	Included		Included	
Foam Trim Pieces at Windows if shown to be foam	Included	Included	Included		Included	
Water resistant backing behind metal lath - 09 2200,2.01.E	Included	Included	Included		Included	
Paper Grade D, 60-min rating on wood studs without sheathing, and on plywood sheathing	Included	Included	Included		Included	
Paper Grade B, 16-hour rating on gypsum sheathing	Included	Included	Included		Included	
MFR - Fortifiber, Super Jumbo Tex,USG, Inryco or Western Metal Lath	Included	Included	Included		Included	
2-Layers Grade D Kraft Paper	Included	Included	Included		Included	
3-Coat System	Included	Included	Included		Included	
Glass Fiber Reinforcement	Included	Included	Included		Included	
Lath & Paper	Included	Included	Included		Included	
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included		Included	
Stronghold earthquake staples for metal lath at plaster ceilings & soffits 11/A-501, 16/A-502	Included	Included	Included		Included	
Expansion/Control Joints 9/A-510	Included	Included	Included		Included	
Plaster Trim	Included	Included	Included		Included	

Bid Evaluation Report

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BUILDERS • MANAGEMENT SERVICES

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
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 theupper window (aff. +17'-6") to line-up with window sill. Reference details 5 & 9/A-510 (RFI #14)	Included	Included	Included		Included	
All roof parapet walls (interior) and mechanical well walls to have plaster finish, typical. Ref. detail 2/A-500. (RFI #15)	Included	Included	Included		Included	
Safety walk and progressive cleanup	11,600	11,600	11,600		11,600	
Patching, Taping, Floating as Required	Included	Included	Included		Included	
All Required Caulking and Sealants at Penetrations	Included	Included	Included		Included	
Scaffolding for Own Work	90 Days	107,323	Included		Included	
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	203,565	233,312	196,876	278,790	233,555	233,555
Drywall per Wall Types Sheet - A-620	Included	Included	Included	Included		Included
This wall job is drywall over wood, no metal studs	Included	Included	Included	Included		Included
Wall type A - 1 layer ea side	Included	Included	Included	Included		Included
Wall type B - double stud walls 1 layer ea side	Included	Included	Included	Included		Included
Wall type C - shear wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type D - 1-hr wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type E1 - 1-hr wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type F - 1 layer ea side	Included	Included	Included	Included		Included
Wall type G - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Wall type H - 2 layers ea side	Included	Included	Included	Included		Included
Wall type I - 2 layers ea side (over plywood ea side by others)	Included	Included	Included	Included		Included
Wall type K - acoustic wall double wood wall, 1 layer ea side, not on int side of double wall	Included	Included	Included	Included		Included
Wall type N - int furred wall, 1 layer on one side	Included	Included	Included	Included		Included

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
Wall type O - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Drywall Ceilings per Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included		Included
See sections on sheets A-321-322 for ceiling info	Included	Included	Included	Included		Included
This ceiling job is drywall over wood, there a few areas there is metal framed ceilings?	Included	Included	Included	Included		Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included		Included
Impact resistant gypsum board below 10'-0" per Note 2 on Finish Legend A-612	5,000	5,000	Included	5,000		5,000
5/8" Drywall Horizontal & Vertical surfaces	Included	Included	Included	Included		Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included		Included
Level 1-5 Finish at Locations per Specifications Based on Paint or Wall Finish spec 09 2900,3.04.A	Level 4&2	Level 4	Level 4	Included		Included
Metal trims, joint treatments & finishing of walls ready for paint	Included	Included	Included	Included		Included
Texture & skim coats where indicated	Included	Included	Included	Included		Included
Clean-up	Included	Included	Included	Included		Included
Fire Resistant Sealants at Head and Base of Walls	Included	Included	Included	Included		Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included		Included
Installation of HM Door Frames Supplied by Others	w/ DFH	w/ DFH	w/ DFH	w/ DFH	w/ DFH	w/ DFH
Supply and Install of Access Panels 12x12	3,000	3,000	3,000	3,000	3,000	3,000
Installation of FEC Supplied by Others	1,350	1,350	1,350	1,350	1,350	1,350
Install drywall at elevator door frames after they are installed (by others)	1,500	1,500	1,500	1,500	1,500	1,500
Install ceiling at elevator room, not shown	1,000	1,000	1,000	1,000	1,000	1,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Scrapping and Disposal	6,375	6,375	6,375	6,375	6,375	6,375
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,800	10,800	10,800
Fire Stops and Smoke Seals	7,551	7,551	7,551	7,551	7,551	7,551
Mineral fiber insulation fire safing, damming material, clips and closures	Included	Included	Included	Included	Included	Included
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included	Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included	Included
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included	Included
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included	Included	Included
ARC.1	9,250	9,250	9,025	9,250	9,250	9,250
ARC.17	(10,000)	(10,000)	(10,300)	(10,000)	(10,000)	(10,000)

Bid Evaluation Report

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BUILDERS · MANAGEMENT SERVICES

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
ARC.20	(70,000)	(62,682)	(70,000)	(70,000)	(70,000)	(70,000)
ARC.20	5,000	5,000	4,945	5,000	5,000	5,000
TOTALS	**697,601**	**827,146**	**538,346**	**659,716**	**621,081**	**653,005**
Recommendation:	**Amount**					
Church and Larsen	**538,346**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Tile	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**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 RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	90 Days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included			
F3-Non-slip Ceramic Tile	Included	Included	Included			
B2-Coved Ceramic Tile Base	Included	Included	Included			
W1-Ceramic Tile Walls	Included	Included	Included			
MFR - Dal-Tile	Included	Included	Included			
DalTile Keystones 1"x1" Mosaic - Floors	Included	Included	Included			
DalTile Semi Gloss 6"x6" - Walls	Included	Included	Included			
Marble Thresholds	1,500	1,500	1,500			
Setting beds - Mortar and thinset	Included	Included	Included			
Grout - Standard, Polymer modified, or Epoxy Grout - not spelled out in spec	Std grout	Std grout	Std grout			
Add for epoxy grout	Not provided	Not provided	Add: $7,650			
Grout Sealer	4,085	Included	Included			
Waterproofing Membrane at depression - 2&3/A-510	Included	Included	Included			
Waterproofing type, 6 are listed in specs, 093013.9.2.1-2.6, which one do you have in your bid?	RedGuard	Included	RedGuard			
Wall Tile on 5/8" Cementitious Backer Board (by others) - 2&3/A-510	By Others	By Others	By Others			
Install per CTI Method W244, thinset method	Included	Included	Included			
Floor Tile on depressed concrete slab(by others) - 2&3/A-510	By Others	By Others	By Others			
Install per CTI Method F114, mudset/mortarset method	Included	Included	Included			
Locations:	Included	Included	Included			
Boys Toilet rm 110, 210	Included	Included	Included			
Boys Changing rm 111	Included	Included	Included			
Girls Toilet rms 113, 212	Included	Included	Included			
Girls Changing rm 114	Included	Included	Included			
Staff Toilet rms 112, 211	Included	Included	Included			

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Tile	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Stonerock Tile**	**J. Colavin & Son**	**Silverado Tile**			
Interior Elevations A-224	Included	Included	Included			
8' Ht Tile Wainscot (RFI #24)	Included	Included	Included			
Safety walk and progressive cleanup	2,320	2,320	2,320			
Include Tile Behind Lockers, Provide Alternate Deduct to Remove	Included	Included	Included			
ARC.7	(21,500)	(21,500)	(21,670)			
ARC.16	(6,000)	(6,000)	(6,240)			
ARC.18	(16,000)	(16,000)	(16,290)			
TOTALS	**63,730**	**70,530**	**51,120**	**0**	**0**	**0**
Recommendation:	**Amount**					
Silverado Tile	**51,120**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney	Prime Acoustics	Hamilton Ceiling Systems
Base Bid	41,500	53,030	42,490	35,775	36,000	43,700
Spec #: 09 5123 - Acoustical Tile Ceilings	Included	Included	Included	Included	Included	Included
Spec #: 09 8434 - Acoustical Wall Panels (from RFI #7)					Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included	Included	Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included	Included	Included
MFR - Armstrong, CerainTeed or USG	USG	Included	Included	USG	CerainTeed	CerainTeed
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	DXL 26	Included	Included	Included	Included	Included
ACT Details per A-540	Included	Included	Included	Included	Included	Included
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included	Included	Included	Included	Included
Include Compression struts per 2/A-540	Included	Included	Included	Included	Included	Included
Read and abide by all Notes on sheet	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320	2,320
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600	600	600	Included	Included
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included	Included	Included	Included	Included
Acoustical Wall Panels	34,660	34,660	34,660	34,660	24,400	34,660
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434					Included	
AWP Type 1, Keynote 10.54					Included	
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight					Included	
Tackable Wall Panels					10,000	
Finish Schedule A-612:					Included	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney	Prime Acoustics	Hamilton Ceiling Systems
W5-Tackboard panel over gypsum board, Keynote 10.50					Included	
Color (not listed) provide per MFR standard color pallette					Included	
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Coring, Johns Manville, Knauf or equal					Included	
Thickness of panels per Sound absorbtion coefficient requirement per tabulated values 09 8434,1.03,D					Included	
Povide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.					Included	
Include all mounting harware, 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

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BUILDERS • MANAGEMENT SERVICES

Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Ceiling Experts	Cali-USA	Nelson Adams Naco	Tech-Wall		
Base Bid	65,000	39,982	AWP Only	AWP Only		
Spec #: 09 5123 - Acoustical Tile Ceilings	N/A	Included	N/A	N/A		
	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included				
Reflected Ceiling Plans A-121 to A-122	Included	Included				
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included				
MFR - Armstrong, CerainTeed or USG	Armstrong	CerainTeed				
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included				
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included				
ACT Details per A-540	Included	Included				
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included				
Include Compression struts per 2/A-540	Included	Included				
Read and abide by all Notes on sheet	Included	Included				
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600				
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included				
0						
Acoustical Wall Panels	85,000	56,448	16,736	25,084		
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	Included	Included	Included	Included		
AWP Type 1, Keynote 10.54	Included	Included	Included	Included		
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight	Included	Included	9,000	Included		
Tackable Wall Panels	10,000	10,000	10,000	9,576		
Finish Schedule A-612:	Included	Included	Included	Included		

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Ceiling Experts**	**Cali-USA**	**Nelson Adams Naco**	**Tech-Wall**		
W5-Tackboard panel over gypsum board, Keynote 10.50	Included	Included	Included	Included		
Color (not listed) provide per MFR standard color pallette	Included	Included	Included	Included		
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Coring, Johns Manville, Knauf or equal	Included	Included	Included	Included		
Thickness of panels per Sound absorbtion coefficient requirement per tabulated values 09 8434,1.03,D	Included	Included	Included	Included		
Povide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.	Included	Included	Included	Included		
Include all mounting harware, concealed types, individually removable	Included	Included	Included	Included		
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410	Included	Included	Included	Included		
Interior elevations at classrooms A-220	Included	Included	Included	Included		
Tackboard Floor to Ceiling see 3/A-530	Included	Included	Included	Included		
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter	Included	Included	Included	Included		
Installed directly over drywall walls	Included	Included	Included	Included		
ARC.5						
			35,736	**34,660**		
TOTALS	**160,600**	**107,030**	**0**	**0**	**0**	**0**
			AWP Only	**AWP Only**		

Recommendation:	**Amount**
Prime Acoustics	**48,320**

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Carpet & Resilient Flooring	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	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 RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Flooring						
Minor Floor Prep	Included	Included	Included	Included		
Testing for PH and Moisture	Included	Included	Included	Included		
Remediation if Applicable	Included	Included	Included	Included		
Resilient Flooring and Rubber Base	Included	Included	Included	Included		
Finish Schedule A-612, F2-Linoleum Tile, B1-4" Vinyl Resilient Base	Included	Included	Included	Included		
MFR - Forbo, Marmoleum Composititon Tile (MCT) 13"x13", 2mm thk, pattern & color by Architect	Included	Included	Included	Included		
Include all adhesives & sealants	Included	Included	Included	Included		
Heat-welding of seams with color-matched color rods	6,700	6,700	6,700	6,700		
Resilient Base - Rubber, Cove, 4", preformed inside & outside corners	Included	Included	Included	Included		
MRF - Burke/Mercer, Roppe/Pinnacle, Flexco or equal	Included	Included	Included	Included		
F2 at All Classrooms	Included	Included	Included	Included		
B1 at All Classrooms, storage, back of house rooms	Included	Included	Included	Included		
F2 MCT in Elevator Cab (not listed but include)	640	640	640	640		
Include cleaning of floors after installation per specs	Included	Included	Included	Included		
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320		
Include initial maintenance "starter kit" from manufacturer and conducted (1st time) by flooring sub spec 3.08.B	Included	Included	Included	Included		
Include protection of floors after installation per specs	Included	Included	Included	Included		
TOTALS	**69,611**	**74,220**	**86,547**	**74,786**	**0**	**0**

Recommendation:	Amount
Reliable Flooring	**69,611**

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Painting	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Prime Painting	Valley Painting
Base Bid	53,100	102,000	155,800	185,000	0	0
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included		
Spec #: 09 9000 - Paints and Coatings	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	90 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Painting and Coating						
BOD - Dunn Edwards or Equal	Included	Included	Included	Included		
Colors TBD	Included	Included	Included	Included		
Finish Schedule A-612:	Included	Included	Included	Included		
F1-Sealed Concrete	w/ waterproofing	w/ waterproofing	w/ waterproofing	w/ waterproofing		
P1-Interior Semi-Gloss Paint	Included	Included	Included	Included		
P2-Interior Gloss Paint	Included	Included	Included	Included		
P3-Clear Sealant	Included	Included	Included	Included		
(3) Top Coats and (1) Coat Primer	Included	Included	Included	Included		
Exterior Plaster Walls & Soffits - 4 coats	Included	Included	Included	Included		
Interior Walls, Soffits and Ceilings, 4 coats	Included	Included	Included	Included		
Exterior & Interior HM Door Frames, 3 coats	Included	Included	Included	Included		
Exterior & Interior HM Doors, 3 coats	Included	Included	Included	Included		
Exterior & Interior Wood Doors, 4 coats	Included	Included	Included	Included		
All Exposed Steel to be Primed with Zinc Coating to Receive Paint (RFI #38)	Included	Included	Included	Included		
Paint Steel Stair Pans, Columns, Stringers, Guardrails and Handrails (RFI #38)	Included	Included	Included	Included		
All Exposed Metal on Roof to be Galvanized per Spec, No Paint Finish (RFI #47)	Included	Included	Included	Included		
Etching galvanized guardrails, handrails & stairs prior to painting	Included	Included	Included	Included		
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included		
Shop-Primed Items	Included	Included	Included	Included		
High Performance Coating at Ext. Hand and Guardrails	Not Included	Not Included	Not Included	Not Included		
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included		
HSS Steel at Ext. exposed Columns & Beams	Included	Included	Included	Included		
Cleanup of all your work	Included	Included	Included	Included		
Touch-Up Painting Allowance	5,092	5,092	5,092	5,092		

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Painting	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Prime Painting	Valley Painting
Joint Sealant Work Allowance	2,500	2,500	2,500	2,500		
Hedge	26,800					
ARC.1	2,000	2,000	2,000	2,000		
ARC.4	10,700	11,000	11,000	11,000		
ARC.5	3,000	3,000	3,000	3,000		
ARC.17	(1,000)	(1,000)	(1,000)	(1,000)		
TOTALS	**102,192**	**124,592**	**178,392**	**207,592**	**0**	**0**
Recommendation:	**Amount**					
Vanguard	**102,192**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Building Specialties		**Marshall Classroom Building**	**Job Number**	**1641**
			Bid Date	**6/7/2017**
			Date Printed	**7/27/2017**

Div	Description	Amount	Recommended Subcontractor	Bids Received
10 44 00	**Fire Extinguishers & Specialties**	3,045	BL Wilcox ($3,045 Supplier)	3
	See sheet A-111 & A-112 for locations of FEC	Included	Inland Empire ($5,300)	
	1st fl Keynote 10.51 - Fire Extinguisher Cabinet Semi-Recessed, see 6&7/A-530	Included	John Pence ($4,800)	
	2nd fl Keynote 10.55 - Fire Extinguisher Cabinet Semi-Recessed, see 6&7/A-530	Included		
	1st Fl (8 ea)	Included		
	2nd Fl (1 ea)	Included		
	Provide rated cabinet at rated wall per note on 7/A-53(	Included		
	Semi Recessed FEC Max. Projection 4" (RFI #32)			
10 50 50	**Lockers**	46,600	Inland Empire	1
	Added Spec Section in RFI #9 - Section 10505 dated 5/23/2017	Included		
	See Accessible Locker Calculations on sheet A-411, total of 8	Included		
	MFR - DeBourgh Manufacturing Co. or equal	Included		
	Interior Elevations A-224, see Keynotes	Included		
	12.10 - 12"x12" triple stack locker, see 13/A-530	Included		
	12.13 - Accessible locker, see 13/A-530	Included		
	12.31 - 20"x48" Accessible Locker room bench (handwritten on bottom of keynotes legend)	Included		
	1-Tier Lockers per detail 13/A-530 - None shown	Included		
	2-Tier Lockers per detail 13/A-530 - None shown	Included		
	3-Tier Lockers per 13/A-530	Included		
	At Boys Changing Room - 1/A-411, total of 32, 3-tier	Included		
	Accessible at Boys Changing Room - 1/A-411, total of 1 ea	Included		
	At Girls Changing Room - 1/A-411, total of 32, 3-tier	Included		
	Accessible at Girls Changing Room - 1/A-411, total of 1 ea	Included		
	Include Locker base at stud wall installation per 15/A-530	Included		
	Coordinate blocking & backing w/ Framer	Included		
	At concrete slab use anchor bolts per detail 3/8" dia 3" embedment	Included		
	6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	w/ Concrete		

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Building Specialties	**Marshall Classroom Building**	**Job Number**	**1641**
		Bid Date	**6/7/2017**
		Date Printed	**7/27/2017**

Div	Description	Amount	Recommended Subcontractor	Bids Received
N/A	**Misc Site Furnishings**	0	Bernards	
	None Noted			
N/A	**Misc Equipment (TV's)**	6,000	Bernards	
	TV Wall Brackets - 1/A-531	Included		
	MFR not listed, size is 2'-5"x2'	Included		
	Furnished	by District		
	Installed	Included		
	Coordinate blockinig & backing w/ framing sub	Included		
	TV's in Classrooms	by District		
	60" Flat Screen by District	by District		
	Final hook-up, connection to Teachers computer	by District		
	Total	**55,645**		

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Visual Display Boards	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	ABC School Equipment	Nelson Adams Naco Inc.				
Base Bid	275,308	208,582	0			
Spec #: 101101	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Visual Display Boards	Included	Included				
Finish Schedule A-612:	Included	Included				
W4 - Marker Board Panel over gypsum board	Included	Included				
Interior Elevations sheets A-220 to A-223	Included	Included				
Keynote 10.52-Markerboard Surface from floor to ceiling, Standard panel size 5'x10'	Included	Included				
Keynote 12.26 - 3'-2"x10' Sliding Marker Board, see 10/A-530	Included	Included				
Keynote 12.27 - (2) 2'-8"x10' Sliding Marker Boards, see 10/A-530	Included	Included				
MFR - MooreCo, Claridge or Polyvision or Equal	Platinum Visual	Nelson Adams Naco				
There is a Marker Board Sliding Door Schedule listing all the rooms to receive them on A-610	Included	Included				
Horizontal Sliding Unit Wall System Assembly per 10/A-530	Included	Included				
Furnished AND Installed	Included	Included				
First Floor Classrooms - total of 19 each	Included	Included				
Second Floor Classrooms - total of 23 each	Included	Included				
ARC.4	(60,500)	(60,223)				
TOTALS	**214,808**	**148,359**	**0**	**0**	**0**	**0**

Recommendation:	Amount
Nelson Adams Naco Inc.	**148,359**

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Signage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**AGS**	**John Pence Bldg Spec.**	**CA Signs**	**Braille Signs, INC**		
Base Bid	6,150	10,130	11,471	15,302	0	0
Spec #: 10 1400 - Signage	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Signage	Included	Included	Included	Included		
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included		
Signage & Fire Extinguisher Plans - G-006	Included	Included	Included	Included		
Signage Details sheet - A-550	Included	Included	Included	Included		
Room Signs - 1/A-550	Included	Included	Included	Included		
Toilet room door signage - 3/A-550	Included	Included	Included	Included		
Fire Riser door signage - 5/A-550	200	Included	Included	Included		
Exit Signs - 6,7,8/A-550	Included	Included	Included	Included		
Typical Classroom I.S.A signage - 9/A-550	Included	Included	Included	Included		
Restroom Signs - Girls, Boys, Unisex, Staff - Wall & Door signage 3,11,13,14/A-550	Included	Included	Included	Included		
Fire Alarm Panel Control - 12/A550	Included	Included	Included	Included		
Electrical & Not an exit signage 15/A-550	Included	Included	Included	Included		
Maximum occupancy signage - 16/A550	Included	Included	Included	Included		
Stenciling on Rated Walls Signage - 19/A-550	w/ Drywall	w/ Drywall	w/ Drywall	w/ Drywall		
Warning sign - 20/A-550	300	Included	Included	Included		
Fire Extinguisher Signage - 6/A-530, G-006 (17 ea)	2,975	Included	2,975	Included		
Assistive Listening Signage	250	Included	Included	250		
ADA Signage	Included	Included	Included	Included		
Ext. Aluminum Letters, or Painted Bldg #(No Callouts on Elevations)	750	750	750	750		
See Spec Section for several other signs as required	Included	Included	Included	Included		
Site Signage at Fire Lane shown on Site Plan A-101	w/ Striping	w/ Striping	w/ Striping	w/ Striping		
Site Signage at Re-Striped existing parking lot shown on A-102, 104, 105	w/ Striping	w/ Striping	w/ Striping	w/ Striping		
Temporary project signage	2,000	2,000	2,000	2,000		
TOTALS	**12,625**	**12,880**	**17,196**	**18,302**	**0**	**0**
Recommendation:	**Amount**					
AGS	**12,625**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Toilet Compartments & Accessories	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh		
Base Bid	31,400	23,200	30,700	34,192		
Spec #: 10 2113.17 - Phenolic-Core Shower & Dressing Compartments	Included	Included	Included	Included		
Spec #: 10 2800 - Toilet Accessories	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	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 pallette in your bid	Formica Sparkle	Formica or Wilsonart	Black	Standard Color		
Toilet Accessories	Included	Included	Included	Included		
MFR - Bobrick or approved equal	Included	Included	Included	Included		
Interior Elevations A-224, see Keynotes	Included	Included	Included	Included		
10.03 - Tactile room name & number signage 1/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage		
10.03 - Toilet room door signage 3/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage		
10.32 - Paper towel dispenser & Waste receptacle 1/A-535	Included	Included	Included	Included		
10.33 - Surface mounted soap dispenser 1/A-5353, B-2111	Included	Included	Included	Included		
10.34 - Multi-roll toilet tissue dispenser, semi recessed 1/A-5353, B-3888	Included	Included	Included	Included		
10.36 - Grab bar - 1, 8 & 10/A-5353, B-6806 series, length per drawing	Included	Included	Included	Included		
10.37 - Seat cover dispenser 1/A-5353, B-221	Included	Included	Included	Included		
10.39 - Mirror 18"x30" 1/A-5353, B-292	Included	Included	Included	Included		
10.41 - Accessible side toilet stall 11/A-5353	Included	Included	Included	Included		
Janitor Closet Accessories	Included	Included	Included	Included		

Bid Evaluation Report

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Toilet Compartments & Accessories	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Inland Empire Arch**	**YTI Enterprises**	**John Pence Bldg Spec.**	**Stumbaugh**		
Mop & Broom Holder (4 Holders) B-223 x 36"	Included	Included	Included	Included		
Not Keynoted, but listed in Spec Section:	Included	Included	Included	Included		
Hand Dryer, World Dryer Model XRA	4,200	4,200	4,200	Included		
Sanitary Napkin Disposal, Recessed B-353 or Partition Mounted B-354	Included	4,800	Included	Included		
Sanitary Napkin Dispenser, Recessed B-3706 25	1,000	1,000	1,000	1,000		
Keys at locked dispensing units, keyed aliked	Included	Included	Included	Included		
Other Potential Items:						
Backpack Hooks in Rooms	Excluded	Excluded	Excluded	Excluded		
ARC.14	(4,200)	(4,200)	(4,200)	(4,200)		
TOTALS	**32,400**	**29,000**	**31,700**	**30,992**	**0**	**0**
Recommendation:	**Amount**					
YTI Enterprises	**29,000**					

Bid Evaluation Report

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BUILDERS • MANAGEMENT SERVICES

Window Coverings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**A1 Quality Blinds**	**Digital Decora**	**Contract Décor**	**Diversified Window**	**Sheward & Son & Sons**	
Base Bid	10,000	15,440	16,340	21,248	27,860	
Spec #: 12 2413 - Roller Window Shades						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 Days	Included	90 Days	90 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Window Coverings	Included	Included	Included	Included	Included	
MFR - Levelor, HD, Spring	Included	Included	Included	Included	Included	
New Classroom Building	Included	Included	Included	Included	Included	
All Windows Interior and Exterior	Included	Included	Included	Included	Included	
Motor Operated (Where Shown)	Excluded	Excluded	Excluded	Excluded	Excluded	
MFR - ElectroShade by Mechoshade Systems or approved equal	Excluded	Excluded	Excluded	Excluded	Excluded	
Manual Operated at all windows	Included	Included	Included	Included	Included	
MFR - Mecho/5 by Mechoshade Systems or approved equal	Hunter Douglass	Lutron Contract	FlexShades	Included	Included	
Provide a complete operated system including fabric, mounting spline, end caps, fscia, fillers, side channels, center channels, anchors and fasteners	Included	Included	Included	Included	Included	
Fabric "AV Blackout shade my Mechoshade or equal	Included	Included	Included	Included	Included	
TOTALS	**10,000**	**15,440**	**16,340**	**21,248**	**27,860**	**0**
Recommendation:	**Amount**					
A1 Quality Blinds	**10,000**					
Alternates						
RFI #25						
Alt #1: Manual Roller Shades at Larger Sectional Doors at Classrooms	9,000	12,628	20,820	Excluded	20,820	
Alt #2: ADD for Motorized Roller Shades at Larger Sectional Doors at Classrooms	13,500	37,552	41,930	Excluded	41,930	

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Final Cleaning	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	AAA Express Janitorial	All-Pro Bldg Maintenance	Commercial Const Cleaning			
Base Bid	2,700	28,760	22,550			
Spec #: N/A	N/A	N/A	N/A			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	Included	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	Included	N/A	N/A			
Attachment C Acknowledgement	Included	N/A	N/A			
Final Construction Cleaning						
Provide all safety equipment, hard hats, gloves, eye protection & vest	Included	Included	Included			
Include all cleaning tools, ladders, mops, brooms, towels, etc.	Included	Included	Included			
Clean elevator, inside & out	500	Included	Included			
Clean interior windows & mullions	Included	Included	Included			
Clean exterior windows	3,500	Included	Included			
Clean all cabinets, counter & millwork	Included	Included	Included			
Clean inside cabinets & drawers, shelves, bookcases	1,500	Included	Included			
Clean all door frames, hardware & kick-plates	Included	Included	Included			
Wipe clean baseboards	Included	Included	Included			
Wipe clean lights & T-bar ceiling (as requried)	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 & guradrails	2,500	Included	Included			
Sweep & power wash ext bldg walks, sidwalks & harscape	3,500	Included	3,500			

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Final Cleaning	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**AAA Express Janitorial**	**All-Pro Bldg Maintenance**	**Commercial Const Cleaning**			
Prevailing Wage rates requirements	5,000	Included	Included			
T&M rate per employee			$79.80/hr			
TOTALS	**29,700**	**28,760**	**26,050**	**0**	**0**	**0**
Recommendation:	**Amount**					
Commercial Const Cleaning	**26,050**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Elevators	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Kone, Inc.**	**Republic Elevator**				
Base Bid	195,850	ALT: $89,860				
Spec #: 14 2123 - Machine-Room-Less Electric Traction Passenger Elevators	Included	No Use Hydro				
Bond Rate	Bond at	Bond at				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	60 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Elevators						
Deferred Approval - Elevator Guide Rails, G-001	Included	Included				
MFR, BOD - Kone EcoSpace Gearless Traction Elevator	Included	Twin Jack, Holeless				
Hoist Beam, Guide Rails per specs	w/ Steel	w/ Steel				
Pit ladder 13/A-561, notes states by Elev Mfr	w/ Steel	w/ Steel				
Continuous plate PL 3/16"x3" cont across hoistway 5&7/A-561	w/ Steel	w/ Steel				
Bldg 1 - New Classroom Building	Included	Included				
Elevator No. 1: 3500#, 150ft/min, 2 Stops, 2 Openings per Specs	Included	Included				
Includes all info for Elevator Details shown on sheet A-561	Included	Included				
Cab Interior Finishes - brushed SS at walls, front & doors w/ alum tube rail, ceiling translucent panels, alum threshold, floor (by others)	Included	Included				
Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see det 4/A-541 (no sheet A-541 provided)	Exclude/Qualify	Exclude/Qualify				
Make Connection Between Fire Alarm Relay and Elevator Controller	Included	Included				
Elevator Hostway Scaffolding	Included	Included				
Hoisting	Included	Included				
Textura invoice system	360	360				
ARC.10	(196,210)	89,860				
TOTALS	**0**	**90,220**	**0**	**0**	**0**	**0**

Recommendation:	**Amount**
Republic Elevator	**90,220**

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Fire Sprinklers	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire			
Base Bid	276,600	123,456	126,266			
Spec #: 21 1000 - Fire Protection	Included	Included	Included			
License Designation C-16, Fire Protection Contractor	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	60 Days	30 Days	30 days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	No	Yes	Yes			
Attachment C Acknowledgement	Included	Included	Included			
Furnish & Install Fire Sprinkler System	Included	Included	Included			
Building 1, Classroom Building per FP sheets - FP-001 to 005	Included	Included	Included			
Manufacturer - Tyco	Included	Included	Included			
Complete Wet Pipe Automatic Sprinkler System	Included	Included	Included			
UL Approved Black Steel Piping, SCH 40 w/ Cast or Ductile Iron Screwed Fittings - 2" and Smaller	Included	Included	Included			
UL Approved Black Steel Piping, SCH 40 w/ Rolled Grooved Ends, Grooved Fittings and Mechanical or Welded Outlets - 2.5" and Larger	Included	Included	Included			
Complies with NFPA 13, 2013 ED., DSA, and Local AHJ Requirements	Included	Included	Included			
POC from 6" AFF, 4x3 Flexible GRC	Included	Included	Included			
3" Fire Riser at Bldg - 1/FP-002	Included	Included	Included			
Connect 6" Underground Fire Department Connection	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
4" Double Detector Check Valve Backflow Preventer (1/FP-02)	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Standard Upright, Pendent, Sidewall Sprinklers	Included	Included	Included			
Concealed Heads in Finished Ceilings w/ Cover Plate	Included	Included	Included			
Flush Sidewall Head in Soffits	Included	Included	Included			
Brass or White Finish	Included	Included	Included			
All Underground Piping as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Piping Distribution (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

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BUILDERS • MANAGEMENT SERVICES

Fire Sprinklers	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire			
Install sprinklers in elevator shaft and elevator equip rm, not shown	2,500	2,500	2,500			
All Seismic Bracing, Hangers, Embeds as Required	Included	Included	Included			
Sleeves as Required	Included	Included	Included			
Floor Blockouts, Coring, Saw Cutting as Required	Included	Included	Included			
All Gauges, Valves, Flow and Tamper Switches	Included	Included	Included			
Valve Seals, Tags, Safety Markers, and Charts	Included	Included	Included			
Electric Bell	Included	Included	Included			
Sound and Vibration Control	Included	10,000	10,000			
Furnish Access Panels as Required	Included	Included	1,250			
Excavation and Backfill as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Fire Caulking / Sleeves / Firestopping	Included	Included	1,250			
Permits / Plan Check / Inspections / Testing / Fees	1,000	1,000	1,000			
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included	Included			
Calculations / Engineered Plans / Shop Drawings	Included	Included	2,500			
BIM Coordination	5,000	5,000	5,000			
As-Builts and Record Documents	Included	Included	Included			
Hoisting of Own Material as Required	Included	Included	Included			
Schedule and Pay for State and Local Inspections	1,500	1,500	1,500			
TOTALS	**286,600**	**143,456**	**151,266**	**0**	**0**	**0**
Recommendation:	**Amount**					
J.G. Tate Fire Protection	**143,456**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	
Base Bid	315,100	349,530	335,765	416,610	412,000	
Spec #: 22 0500 - Basic Materials and Methods	Included	Included	Included	Included	Included	
Spec #: 22 0553 - Identification	Included	Included	Included	Included	Included	
Spec #: 22 0700 - Insulation	Included	Included	Included	Included	Included	
Spec #: 22 0800 - Equipment and Systems Tests	Included	Included	Included	Included	Included	
Spec #: 22 1100 - Domestic and Industrial Water Systems	Included	Included	Included	Included	Included	
Spec #: 22 1300 - Drainage System	Included	Included	Included	Included	Included	
Spec #: 22 4000 - Plumbing Fixtures	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	30 Days	60 Days	60 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	No	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Fixtures w/ Associated Connections	Included	Included	Included	Included	Included	
Plumbing Fixtures	Included	Included	Included	Included	Included	
Water Closet, Floor-Mounted ADA (WC-1 & WC-2)	Included	Included	Included	Included	Included	
Lavatory w/ Manual Metering Faucet, Wall-Mounted ADA (L-1 & L-2)	Included	Included	Included	Included	Included	
Waterless Urinals (UR-1)	Included	Included	Included	Included	Included	
Classroom Sink w/ Manual Metering Faucet (S-1)	Included	Included	Included	Included	Included	
ADA HiLo Stainless Drinking Fountain (DF-1)	Included	Included	Included	Included	Included	
Service Sinks (SS-1)	Included	Included	Included	Included	Included	
Floor Drains (FD-1)	Included	Included	Included	Included	Included	
Hose Bibbs (HB-1)	Included	Included	Included	Included	Included	
Hose Bibbs on Landscape Drawings (RFI# 10)	2,000	2,000	2,000	2,000	2,000	
Trap Primers (TP-1)	Included	Included	Included	Included	Included	
Roof / Overflow Drains (RD-1 & OD-1)	Included	Included	Included	Included	Included	
Cleanouts	Included	Included	Included	Included	Included	
Gas Shut-Off Valves	Included	Included	Included	Included	Included	
Water Hammer Arrestors	Included	Included	Included	Included	Included	
All Fixtures Meet ADA	Included	Included	Included	Included	Included	
Commercial Grade Toilet Seats	Included	Included	Included	Included	Included	
Special Wrenches for Servicing	250	Included	Included	Included	Included	
Faucet Repair Kits	1,000	Included	Included	1,000	Included	
Furnish & Install All Plumbing Equipment w/ Associated Connections	Included	Included	Included	Included	Included	

Bid Evaluation Report

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BUILDERS - MANAGEMENT SERVICES

Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	
Manufacturers per P-001	Included	Included	Included	Included	Included	
Tankless Gas Water Heaters (WH-1 & WH-2)	Included	Included	Included	Included	Included	
Circulating Pump (CP-1)	Included	Included	Included	Included	Included	
Expansion Tanks (ET-1)	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Piping	Included	Included	Included	Included	Included	
Hot and Cold Water Piping	Included	Included	Included	Included	Included	
Copper Type L, Lead-Free Piping	Included	Included	Included	Included	Included	
Brass Angle Stops and White Braided Wire Supply Lines at all Fixtures	Included	Included	Included	Included	Included	
Waste and Vent Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Storm and Roof Drain Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Gas Piping	Included	Included	Included	Included	Included	
Schedule 40 Steel	Included	Included	Included	Included	Included	
Condensate Piping, HVAC	Included	Included	Included	Included	Included	
Copper Type M, Lead-Free	Included	Included	Included	Copper Type L	Included	
Connect Sewer, Storm Drain and Domestic Water Service 5' Out	Included	Included	Included	Included	Included	
Piping Insulation as Required	Included	Included	Included	Included	Included	
Temporary Water for Construction Use (Meter by Others	13,400	13,400	13,400	13,400	13,400	
Galvanize Flashings, Roof Jacks, Pipe Collars as Require	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	7,500	
BIM Coordination	10,000	17,500	10,000	10,000	10,000	
Caulking and Sealants as Required	Included	Included	Included	Included	2,500	
Fire Caulking, Sleeves, Fire Stopping as Required	Included	Included	Included	Included	Included	
Drilling, Boring, Cutting, Notching as Required	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
Supports, Anchors, Seismic Bracing as Required	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	4,642	4,642	4,642	4,642		
Vibration Isolation	Included	Included	Included	Included	Included	
Access Panels as Required, Furnish Only	Included	Included	Included	Included	Included	
All Related Trenching and Backfill to 90%	Included	Included	Included	Included	Included	
Flush, Chlorinate, Disinfect and Sterilize Domestic Wate	Included	Included	Included	Included	Included	
Haul Off Spoils Generated by Own Work	2,470	10,000	2,925	Included	20,000	
Provide and connect water line to construction trailer	3,350	3,350	3,350	3,350	3,350	
Temporary tool/stoarage bins	1,400	1,400	1,400	1,400	1,400	
Temporary Toilets	2,100	2,100	2,100	2,100	2,100	

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**City Commerical**	**HPS Mechanical**	**Moe**	**Precision Plumbing-Mechanical**	**Suttles Plumbing**	
Temporary Handwash facilities	2,100	2,100	2,100	2,100	2,100	
ARC.27	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	
TOTALS	**355,312**	**403,522**	**375,182**	**454,102**	**473,850**	**0**
Recommendation:	**Amount**					
City Commerical	**355,312**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HVAC	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Climate Control**	**J.R. Barto**	**Sheldon Mechanical**	**WR Robbins Co.**		
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	Qualify Exclude	Qualify Exclude	Qualify Exclude	Qualify Exclude		
Spec #: 23 3100 - Air Transmission and Distribution System	Included	Included	Included	Included		
Spec #: 23 8000 - Air Conditioning and Air Handling Management	Included	Included	Included	Included		
Spec #: 23 9000 - Building Management System	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	90 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	No	Yes	Yes	Yes (Chapman Air Systems, Inc.)		
Attachment C Acknowledgement	Included	Included	Included	Included		
Furnish & Install All HVAC Equipment	Included	Included	Included	Included		
Building Equipment	Included	Included	Included	Included		
Roof-Mounted Package Units w/ Spring Isolators and Curb, AC1-AC12 - Carrier	Included	Included	Included	Included		
Roof-Mounted, Exhaust Fans - Loren Cook	Included	Included	Included	Included		
Ductless Split AC Units - Mitsubishi	Included	Included	Included	Included		
Heating Ventilator Air Units - Reznor	Included	Included	Included	Included		
Factory Curbs/ Install	Included	Included	Included	Included		
Furnish & Install All Ductwork and Distribution	Included	Included	Included	Included		
Sheet Metal Lined Round Ducts	Included	Included	Included	Included		
Sheet Metal Rectangular Ducts	Included	Included	Included	Included		
Flexible Round Ducts	Included	Included	Included	Included		
Building Distribution	Included	Included	Included	Included		
Supply, Return and Exhaust Ductwork	Included	Included	Included	Included		
Ceiling Supply/Return/Exhaust Diffusers	Included	Included	Included	Included		
Supply/Return/Exhaust Air Side Grilles	Included	Included	Included	Included		
Side Wall Mounted Transfer Grilles	Included	Included	Included	Included		
Outdoor Exhaust Grilles	Included	Included	Included	Included		
Fire/Smoke Dampers	Included	Included	Included	Included		
90° Elbows at Ceiling Diffusers	Included	Included	Included	Included		
Sound Boots as Required	Included	Included	3,500	Included		
Sheet Metal Louvers	Included	Included	3,800	Included		

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

HVAC	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Climate Control**	**J.R. Barto**	**Sheldon Mechanical**	**WR Robbins Co.**		
Backdraft Dampers at Exhaust as Required	Included	Included	Included	Included		
Condensate Drain Piping - 1/M505	w/ Plumbing	w/ Plumbing	w/ Plumbing	w/ Plumbing		
22 ga galv hoods at roof ductwork per 4/M-510	10,050	10,050	10,050	20,000		
Furnish & Install HVAC Controls	Included	Included	Included	Included		
Energy Management and Building Management Control Systems (DDC)	Included	Included	Included	Included		
MFR - Alerton	Included	Included	Included	Included		
Tie-In Controls w/ Current EMS Already Serving the Existing Campus (RFI #29)	Included	Included	Included	Included		
All Low Voltage Wiring for Own Systems	Included	Included	Included	Included		
All Duct Supports, Seismic Restraints, and Bracing as Required	Included	Included	Included	Included		
HVAC Mounting - M.W. Sausse & Co, Vibrex VIC-EQ w/ Spring Mounts M-521	Included	Included	Included	Included		
All Piping and Duct Insulation as Required	Included	Included	Included	Included		
All Mechanical Piping as Shown on Plans	Included	Included	Included	Included		
Sound and Vibration Control	Included	Included	Included	Included		
Access Panels as Required - Furnish Only	Included	3,500	Included	Included		
All Required Signage and Identification Labels	Included	Included	Included	Included		
Splay Wires for HVAC Registers and Grilles as Required	w/ ACT	w/ ACT	w/ ACT	w/ ACT		
Safety walk and progressive cleanup	6,218	6,218	6,218	6,218		
Construction Filters and Final Filters	Included	Included	Included	Included		
All Sheet Metal Flashings as Required	Included	Included	Included	Included		
Firestopping at Penetrations	Included	2,000	Included	Included		
Testing and Balancing	Included	Included	Included	Included		
Duct Pressure Testing	Qualify Exclude	Qualify Exclude	Qualify Exclude	Included		
Hoisting of Own Material as Required	Included	Included	Included	Included		
BIM Coordination	6,700	6,700	6,700	6,700		
ARC.11	(56,000)	(56,000)	(56,500)	(56,000)		
ARC.24	(42,000)	(42,000)	(42,600)	(42,000)		
TOTALS	**535,057**	**475,068**	**366,968**	**374,918**	**0**	**0**
Recommendation:	**Amount**					
Sheldon Mechanical	**366,968**					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Base Bid	1,241,580	1,075,100	989,000	1,020,000	Fire Alarm Only	
Division 26 - Electrical	Included	Included	Included	Included		
Spec #: 26 0126 - Inspection Test and Acceptance	Included	Included	Included	Included		
Spec #: 26 0500 - Common Work Results for Electrical	Included	Included	Included	Included		
Spec #: 26 0513 - Basic Electrical Materials and Methods	Included	Included	Included	Included		
Spec #: 26 0519 - Low-Voltage Wires (600 Volt AC)	Included	Included	Included	Included		
Spec #: 26 0526 - Grounding and Bonding	Included	Included	Included	Included		
Spec #: 26 0533 - Raceways and Boxes Fitting and Supports	Included	Included	Included	Included		
Spec #: 26 0586 - Motors and Drives	Included	Included	Included	Included		
Spec #: 26 0800 - Electrical Systems & Commissioning	Included	Included	Included	Included		
Spec #: 26 0923 - Lighting Control Systems	Included	Included	Included	Included		
Spec #: 26 1000 - Service Entrance	Included	Included	Included	Included		
Spec #: 26 2200 - Low Voltage Transformers	Included	Included	Included	Included		
Spec #: 26 2413 - Switchboards 1000	Included	Included	Included	Included		
Spec #: 26 2416 - Panelboards and Signal Terminal Cabinets	Included	Included	Included	Included		
Spec #: 26 2419 - Motor Control Devices	Included	Included	Included	Included		
Spec #: 26 5000 - Lighting	Included	Included	Included	Included		
Spec #: 26 5200 - Emergency Power Systems	Included	Included	Included	Included		
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included		
Division 27 - Communications	Included	Included	Included	Included		
Spec #: 27 0126 - Test and Acceptance Requirements for Structured Cabling	Included	Included	Included	Included		
Spec #: 27 1013 - Structured Cabling	Included	Included	Included	Included		
Spec #: 27 4113 - Classroom Sound Enhancement System	Included	Included	Included	Included		
Spec #: 27 5116 - Public Address and Intercommunication Systems	Included	Included	Included	Included		
Spec #: 27 5313 - Clock and Program Systems	Included	Included	Included	Included		
Division 28 - Electronic Safety and Security	Included	Included	Included	Included	Included	
Spec #: 28 1600 - Intrusion Detection System	Included	Included	Included	Included		
Spec #: 28 3100 - Fire Detection and Alarm System	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 days	60 Days	60 Days	30 Days	60 Days	

Bid Evaluation Report

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BUILDERS · MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	Yes	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Furnish & Install Building Electrical	Included	Included	Included	Included		
Main Gear and Panels	Included	Included	Included	Included		
1200A WP Main Switch Board,480Y/277V, 3 Phase, 4W Panel board ("MP"/E-030)	Included	Included	Included	Included		
500KVA WP Site Transformer w/ Disconnect	Included	Included	Included	Included		
Distribution Boards	Included	Included	Included	Included		
Panel Boards	Included	Included	Included	Included		
Lighting Control Panels and Lighting Control System	Included	Included	Included	Included		
Circuit Breakers	Included	Included	Included	Included		
Transformers	Included	Included	Included	Included		
Ground Bus / Grounding Systems	Included	Included	Included	Included		
Distribution, Conduit and Wiring	Included	Included	Included	Included		
Copper Bussing and Wiring w/ Rigid Conduit	Included	Included	Included	Included		
Feeders (RFI# 26)	Included	Included	Included	Included		
Power Distribution	Included	Included	Included	Included		
Conduits & Raceways	Included	Included	Included	Included		
Lighting Switches, Conduit and Wiring	Included	Included	Included	Included		
Cable Trays	Included	Included	None Shown	None Shown		
Terminal Cabinets & Racks	Included	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included	Included		
Wiring Devices	Included	Included	Included	Included		
Switches / Disconnects	Included	Included	Included	Included		
Overcurrent Protection	Included	Included	Included	Included		
Connections to Existing Generator	2,500	2,500	2,500	2,500		
Power to Equipment	Included	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included	Included		
Power to Misc. Equipment / Motors / Devices	Included	Included	Included	Included		
Power to Electric Overhead Coiling Doors w/ Low Voltage Wiring (RFI# 62)	Included	Included	Included	Included		
Power to Building Lighting w/ Controls and Panels	Included	Included	Included	Included		
Power for Irrigation Controller (RFI#65)	Included	Included	Included	Included		
Conduit & Back Boxes Only:	Included	Included	Included	Included		
Voice / Data / CATV Systems	Included	Included	Stubs to Ceiling	Included		
Computer Network Cabling System	Included	Included	Included	Included		
Autonomous PA System	Included	Included	Included	Included		
Occupancy / Motion Sensor System	Included	Included	Included	Included		
Energy Management Systems / HVAC Controls	Included	Included	T-Stat Conduit Only	Included		

Bid Evaluation Report

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BUILDERS • MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Other Low Voltage Systems (E-001)	Included	Included	Included	Included		
Temporary Power and Lighting	42,000	42,000	39,000	42,000		
Install, Maintain, Relocate for Construction Offices	Included	Included	Included	Included		
Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included	Included		
Temp Power for Elevator Testing and Build Out	Included	Included	Included	Included		
Temp Power Spider Boxes	Included	Included	Included	Included		
Temp Light Strings	Included	Included	Included	Included		
Conduit and Wire to Jobsite Trailers	Included	Included	Included	Included		
Furnish & Install Building Low Voltage Systems	See Below	See Below	See Below	See Below	See Below	
Fire Alarm System	71,131	71,131	Included	71,131	71,131	
Complete Addressable Fire Alarm System (E-204 & E-304)	Included	Included	Included	Included	Included	
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	27,500		
MFR - Per Specs	Included	Included	Included	Included		
Computer, Monitors, and Recording Devices Complete	By Owner	By Owner	By Owner	By Owner		
Infrared Motion Detectors	Included	Included	Included	Included		
Interconnection with Door and Gate Hardware as Required	Included	Included	Included	Included		
Interconnection with Overhead Doors as Required	Included	Included	Included	Included		
Interconnection with Elevators as Required	Included	Included	Included	Included		
All Weather-Rated Enclosures	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Complete Plans / Specifications / Calculations	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Telecom / Data / CATV (E-203 & E-303)	Included	Included	Included	Included		
Telecom / CATV Back-Bone Cabling	Included	Included	Included	Included		

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
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		
Manufacturer - Per Spec (274113, 2.01)	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		
Manufacturer - Per Spec (275116, 2.01)	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 & Diplay Units	Included	Included	Included	Included		
Tuners, CD Players, Power Amplifiers, Loudspeakers Etc.	By Owner	By Owner	By Owner	By Owner		
Terminal Blocks and Cabinets	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Master Clock System	Included	Included	Included	Included		
Manufacturer - Lathem LTR8-512-M or District Approved	Included	Included	Included	Included		
Power Supplies, Backboxes, Etc.	Included	Included	Included	Included		

Bid Evaluation Report

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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
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

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Furnish / Install concrete filled steel Bollards with footings	Included	Included	Included	Included		
Dry Utilities - Power	Included	Included	Included	Included		
Secondary Conduit From New On-Site Transformer to New WP Main Switchboard (Wire by SCE) (1/E-102)	Included	Included	Included	Included		
MP-1 - (3) 3" Conduit w/ (3) 350KCM & (1) #2/0 in Each Conduit (RFI# 26)	Included	Included	Included	Included		
MP-2 - (3) 3" Conduit w/ (4) 250KCM & (1) #2/0 in Each Conduit & (2) 4" Conduit for Future Power to New Pullbox to New Building (RFI# 26)	Included	Included	Included	Included		
Power to Existing "MSB" From New 500KVA Transformer	Included	Included	Included	Included		
MP-1A - (6) 3" Conduit w/ (4) 350KCM & (1) 250KCM in Each Conduit (RFI# 26)	Included	Included	Included	Included		
New Intercept Underground Pullbox and Connection to Existing Power for "MSB"	Included	Included	Included	Included		
(4) 350KCM & (1) 250KCM Wiring in Existing "MSB" Conduits	Included	Included	Included	Included		
Stub Out (2) Different Lines of (2) 4" Conduit for Future Power from New Pullbox (E-101)	Included	Included	Included	Included		
Utility Company Primary Switch	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Utility Company Site Transformer	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Conductors: by Utility Company	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Dry Utilities - Low Voltage	Included	Included	Included	Included		
(5) 2" Conduits for Low Voltage Systems (FA, SEC, Clock, PA, Tele and Data) From Existing Building to New Pullbox to New Building (E-101)	Included	Included	Included	Included		
(4) 2" Conduits for Future Low Voltage Stubbed From Existing Building to New Pullbox (E-101)	Included	Included	Included	Included		
Stub Out (2) Different Lines of (4) 2" Conduit for Future Low Voltage from New Pullbox (E-101)	Included	Included	Included	Included		
Underground Power Distribution for Site Lighting and Site Power	Assume Existing	Assume Existing	Assume Existing	Assume Existing		
Power to PIVs, Tamper Switches, Backflows	Included	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included	Included		
Furnish & Install Lighting	Included	Included	Included	Included		
LED and Fluorescent Lighting as Shown	Included	Included	Included	Included		
Lighting Fixtures per Schedule on E-010	Included	Included	Included	Included		

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Lighting Fixtures at New Classroom Building (E-201 & E-301)	Included	Included	Included	Included		
Exit Signs	Included	Included	Included	Included		
LED Lamps	Included	Included	Included	Included		
Non-LED Lamps	Included	Included	Included	Included		
Occupancy Sensors	Included	Included	Included	Included		
Spare Parts as Required (Spec. 265000, 3.03)	Included	Included	Included	Included		
Coordination of Shipping and Installation of Fixtures	Included	Included	Included	Included		
BIM Coordination (1 per Week for 2 Months)	18,425	18,425	16,750	18,425	3,000	
Plywood Backboards	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included	Included		
Concrete base at Electrical Equipment 5/E-050	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete		
Protective Bollards 2/E-050	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals		
NEMA Enclosures, where shown	Included	Included	Included	Included		
Flashings at Penetrations	Included	Included	Included	2,000	Included	
Caulkings / Sealants	Included	Included	Included	Included	Included	
Sleeves / Fire Caulking / Firestopping, as required	Included	Included	Included	Included	Included	
Sound and Vibration control	Included	Included	Included	Included	Included	
All Block Outs, Inserts, Coring, Notching, etc.	Included	Included	Included	Included	Included	
Backfill Trenches / Bedding	Included	Included	Included	Included		
Safety walk and progressive cleanup	7,772	7,772	7,772	7,772		
All Required Signage and Identification Labels	Included	Included	Included	Included	Included	
Seismic Bracing to Meet Code	Included	Included	Included	Included	Included	
Access Panels as Required - Furnish Only	Included	5,000	3,000	4,000	1,500	
Haul Off Spoils Generated by Own Work	Included	15,000	15,000	15,000		
Electrical Permits	Included	3,000	No cost	3,000		
Disconnect & reonnect exisiting 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)		
					75,631	
TOTALS	**1,512,816**	**1,344,386**	**1,177,480**	**1,317,786**	**0**	**0**

Recommendation:	Amount
Taft Electric	**1,177,480**

Bid Evaluation Report

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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Alternates						
Add Alternate (RFI#70) - Per Spec 101400 2.07B, Provide Refuse Sign not Indicated on Lighting Fixture Schedule.			$850/ea			
Add Alternate (RFI #16) - Connect Genset w/ Power Required for Essential Equipment to run During Potential Power Outages such as Site & Parking Lot Lights, Fire Alarm Panel, Security System, and Jobsite/Trailers Related Electrical Requirements.			35,000			

Bid Evaluation Report

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Demo & Earthwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.		
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		
			35,467	35,467		
Demolition	35,467	32,985	No Bid	No Bid		
Demolition Plan C-101, at New Building location	Included	Included	Included	Included		
Demolition Plan C-102, at Reworked Existing Parking Lot area	Included	Included	Included	Included		
Demolition Plan C-103, at New Play Area location	Included	Included	Included	Included		
Underground Utility Location, Potholing, Capping or Disconnecting Utilities	5,000	5,000	5,000	5,000		
Removal Notes:	Included	Included	Included	Included		
1 - Remove existing asphalt pavement & base, full depth	Included	Included	Included	Included		
2 - Clear, grub & remove existing turf/planter/exposed subgrade area	Included	Included	Included	Included		
3 - Remove existing shrubs, trees and roots	Included	Included	Included	Included		
4 - Remove existing catch basin	Included	Included	Included	Included		
5 - Remove Play area, including the existing play structure (Per RFI#11)	Included	1,500	Included	Included		
6 - Sawcut existing & remove existing pavement, curb or v-gutter	Included	Included	Included	Included		
7 - Remove existing curb	Included	Included	Included	Included		
8 - Remove existing utilities (identified)	Included	Included	Included	Included		
9 - Sandblast existing striping	Included	Included	Included	Included		
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape		
11 - Remove existing concrete V-gutter	Included	Included	Included	Included		
12 - Remove sign in its entirety	Included	Included	Included	Included		
30-39 - Protect-in-Place items as noted	Included	Included	Included	Included		

Bid Evaluation Report

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Demo & Earthwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.		
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 Fopundation & 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		
Overxcavate & recompact area after demo, ready for perimeter concrete curb (by others)	----------	Included	Included	Included		
Include Type 2 sub-base to 95% compaction - thickeness 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

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Demo & Earthwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Standard Demolition**	**Damar Const.**	**Leko Const.**	**Toro Ent.**		
Fine Grading for Sitework	----------	Included	Included	Included		

Export Spoils Stockpiled by Others	----------	$XX / CY	$XX / CY	$XX / CY		
Concrete Footing Spoils, Stuctural	----------	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

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Asphalt Paving & Striping	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Pavinig	Berry Engineering	B&M Contractors
Base Bid	0	35,440	See below	64,950	37,772	49,825
Spec #: 31 2316 - Excavation & Fill Paving	----------	Included	Included	Included	Included	Included
Spec #: 31 2326 - Base Course	----------	Included	Included	Included	Included	Included
Spec #: 32 0117 - Pavement Repair	Included	Included	Included	Included	Included	Included
Spec #: 32 1216 - Asphalt Paving	----------	Included	Included	Included	Included	Included
Spec #: 32 1236 - Seal for Bituminous Surfacing	Included	Included	Included	Included	Included	Included
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
AC Paving						
See Legend on C-002:	No Bid	Included	Included	Included	Included	Included
Eastside of New Building - 3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	----------	Included	Included	Included	Included	Included
Fire Lane, 4" thk (2" Class C2 & 2" Class B) AC Surfacing over 9" thk crushed aggregate base (CAB), per 1/C-702	----------	Included	15,538	Included	Included	Included
Include the Pavement-to-pavement joint detail, 4/C-702	----------	Included	Included	Included	Included	Included
Existing Parking Lot Rework, C-202	----------	Included	Included	Included	Included	Included
Sawcut and removal of existing paving (C-102)	----------	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
Remove, reinstall base & recompact subgrade if unsuitable per 32 01 17,3.02.B	----------	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	----------	Included	27,966	Included	Included	Included
Redwood Header at Grass	----------	Included	Included	Included	Included	Included
Final 2 coat Seal over new paving per specs	----------	2,850	Included	Included	Included	Included
Clean, Re-Seal, Re-Stripe existing Playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded
Striping & Signage		No Bid	No Bid	No Bid	No Bid	No Bid
Existing Parking Lot - Striping Plan C-204	9,275	8,790	10,820	10,820	10,820	10,820
Sandblast existing striping at existing lot per Demo sheet C-102	Included	Included	----------	----------	----------	----------
Installation of new work at Existing Parking Lot:	Included	Included	----------	----------	----------	----------
Standard Parking Spaces - 4" thk white lane per Caltrans Std Plan A20B, detail 27B	Included	Included	----------	----------	----------	----------
Stripe Crosshatch Areas	Included	Included	----------	----------	----------	----------

Bid Evaluation Report

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Asphalt Paving & Striping	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Pavinig	Berry Engineering	B&M Contractors
Stripe Arrows	Included	Included	----------	----------	----------	----------
Fire Lane Curbs Red - none shown	Included	Included	----------	----------	----------	----------
Accessible Parking Spaces - see A-104	Included	Included	----------	----------	----------	----------
Concrete Wheel Stops at Accessible parking - 32 13 13, 2.01,C.1-3 & 13/A-105	Included	Included	----------	----------	----------	----------
Precast 6' length x 6" ht doweled into paving per detail	Included	Included	----------	----------	----------	----------
Signage - Accessible sign w/ Posts & footing - 1, 9/A-105	Included	Included	----------	----------	----------	----------
		Included	----------	----------	----------	----------
Existing Fire Lane road in front of new Building - FLS Plan G-003	Included	Included	----------	----------	----------	----------
Signage - Fire Access Entrance Signage w/ Post & footing - Sheet Note #5	Included	Included	----------	----------	----------	----------
Signage - New Fire Lane Sign w/ Post & footing - Sheet A-101 & 2/A105 (same as above)	Included	Included	----------	----------	----------	----------
Striping - "Where curb occurs, Paint curb Red to designate Fire Lane" - G-003	Included	Included	----------	----------	----------	----------
Striping - "Fire flush to adjacent surface, paint 'No Parking Fire Lane' w/ Red Lettering" - G-003	Included	Included	----------	----------	----------	----------
Existing Hopscotch, Foursquare, Tetherball adjacent to site RE-Striping - Allowance	1,000	1,000	----------	----------	----------	----------
Existing Main Entry into School - A-101	Included	Included	----------	----------	----------	----------
Signage - New "Tow Away" Sign w/ Post & footing - 7/A-105	Included	500	----------	----------	----------	----------
TOTALS	**0**	**48,580**	**54,324**	**75,770**	**48,592**	**60,645**
Recommendation:	**Amount**					
Onyx Paving	**48,580**					

Bid Evaluation Report

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BUILDERS - MANAGEMENT SERVICES

Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
Base Bid	176,900	267,864	135,000	See below	145,960	
Spec #: 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included	Included	
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec #: 32 1313 - Site Concrete Work	Included	Included	Included	Included	Included	
Bond Rate (if required)		Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 1%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	90 days	30 Days	30 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
On Site						
Existing Parking Lot Rework, C-202	Included	Included	Included	12,522	Included	
Sawcut and removal of existing site concrete (C-102)	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo	
Remove, reinstall base & recompact subgrade per Note 6, Det 3/C-703	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 12 - Concrete Curb per det 3/C-703	Included	Included	Included	Included	Included	
6" concrete curb w/ (2) #4 bars continuous length of curb	Included	Included	Included	Included	Included	
At New revised Accessible spaces, it is assume use of existing concrete handicap ramps at existing diagonal layout	Qualification	Qualification	Qualification	Qualification	Qualification	
Sandblasting (by demo), Re-Striping (by Striper) will be laid-out to reuse concrete ramps	by Others	by Others	by Others	by Others	by Others	
This subcontractor will install Truncated Domes at existing ramps per A-104 & det 5/A-105, 2 ea 3'x4' min	Excluded	Excluded	Excluded	Excluded	Excluded	
Truncated Domes to be Armor Tile or eqaul perr detail 6/C-703	Excluded	Excluded	Excluded	Excluded	Excluded	
Per SCE Drawings & E sheets:						
Transformer Pad - 2/E-020	Included	10,400	Included	10,400	10,400	
Install concrete-filled steel bollards 2/E-020	Included	2,000	2,000	2,000	2,000	
New Rubber Surfacing at existing playground area adjacent to new building, C-203	Included	Included	Included	22,332	Included	
Note 13 - Concrete Curb per det 9/C-702	Included	Included	Included	Included	Included	
6" wide concrete curb at perimeter of play area	Included	8,400	Included	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	

Bid Evaluation Report

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Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
4" Minimum Base course compacted & ready for rubber surfacing	3,575	3,575	3,575	3,575	3,575	
New handball walls & footings complete adjacent new playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	
Site Concrete Work at New Building:	Included	Included	Included	126,878	Included	
6" thk Concrete Pavment ove 4" crushed aggregate base (CAB), listed on legend C-002 & per 5/C-702(concrete pavement section detail)	Included	Included	Included	Included	Included	
Rebar #4 @ 18" ocew	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	
Site Control Plan C-201	Included	Included	Included	Included	Included	
Note 1 - 6" thk conc pavement over 4" CAB per 5/C-702	Included	Included	Included	Included	Included	
Note 2 - PCC Pavers & Sand Base per 1/C-703	Included	24,700	24,700	Included	Included	
Pavers MFR-None listed	Included	Included	Included	Angelus	Included	
24" wide concrete curb at perimeter of PCC Pavers	Included	2,130	2,130	Included	Included	
6" concrete Sub-Slab w/ #4@18"ocew under pavers	Included	4,940	4,940	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	
Fine Grading prior to your work	Included	Included	Excluded	Excluded	Excluded	
Note 3 - Planter area per Landscape drawings	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	
Note 4 - Regrade & resurface the turf area	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 5 - 60" Mow Strip at Perimeter of New Building - 2/C-703	Included	Included	Included	Included	Included	
New mowstrip is 12" thk Including over 4" CAB compacted to 95%	Included	Included	Included	Included	Included	
Note 6 - Seat Wall/CIP Benches per Architectural drawings, A-103	Included	Included	Included	28,728	Included	
L-Shaped 20', 4 each; Straight 10', 1 each	Included	Included	Included	Included	Included	
Detail 10 & 11/A-105 - 1'6"wide x 1'-6" ht CIP Concrete w/ rebar	Included	Included	Included	Included	Included	
Note 7 - Asphalt Pavement per 1/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 8 - Concrete Pavement to Asphalt Pavement Transition 2/C-702	Included	Included	Included	Included	Included	
Note 9 - New Pavement to existing Pavement Joint - 4/C-702	Included	Included	Included	Included	Included	
Note 10 - AC Pavement thickness transition - 7/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 11 - Stairs per Architectural drawings	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	
6/A-105 - Typical CIP stair nosing - extruded aluminum contrasting strip nosing - NO CIP Stairs shown	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	
Note 12 - Concrete Curb 3/C-703	Included	Included	Included	Included	Included	

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Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
Note 13 - Rubber Mat Curb - 9/C-702	Included	NEED	Included	Included	Included	
Note 14 - Gravity Wall - 7/C-703	Included	Included	Included	Included	Included	
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete	
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	w/ CIP Concrete	(30,000)	w/ CIP Concrete	Excluded	Excluded	
6/S-401 - 1'-0" thk wall, 1'-6" above grade	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete	
Note 16 - Not Used	----------	----------	----------	----------	----------	
Note 17 - Rubber Mat per Architectural drawings	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	
Base for all Site Concrete Paving	Included	Included	Included	Included	Included	
Reinforcing Steel for All Work	Included	12,025	12,025	12,025	12,025	
Control and Expansion Joints / Sealants	Included	Included	Included	Included	Included	
Washout Bins	Included	2,500	2,500	Included	2,500	
Mock-Ups	Included, if reqd	6,000	6,000	5,575	6,000	
SIT.1	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	
SIT.2	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	
SIT.4	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	
SIT.7	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)	
TOTALS	**147,475**	**281,534**	**159,870**	**191,035**	**149,460**	**0**
Recommendation:	**Amount**					
B&M Contractors	**147,475**					

Bid Evaluation Report

BERNARDS
BIDDERS • MANAGEMENT SERVICES

Playfield Equipment	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Miracle Playground Equipment / Central Coast Playgrounds**	**Dave Bang Associaties / Miracle Playground**	**SpectraTurf / Miracle Playground**			
Base Bid	See below	See below	See below			
Spec #: 11 6800 - Playfield Equipment and Structures (Not Provided)	Included	Included	Included			
Spec #: 02 88 00 - Playfield Equipment and Structures (RFI#11 Response)	Included	Included	Included			
Bond Rate (if required)	N/A	Not provided	Bond at 1.5%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	90 Days	30 days				
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Playfield Equipment & Structures - Miracle Playgrounds	0	37,210	37,210			
Furnish Modular Units complete FOB Jobsite	Included	Included	Included			
Unloading equipment at jobsite	Included	600	600			
Custom Playground by Miracle Recreation Equipment	Included	Included	Included			
Product spec & cut sheets in RFI#11	Included	Included	Included			
Separate price for Installation:	Included	Included	Included			
Include excavation, layout installation of footings	Included	Included	Included			
Sub provided by Miracle, Central Coast Playgrounds	Included	Included	Included			
Excavate, haul spoils, place embed, install rebar(is this reqd?), place concrete, cleanup	Included	Included	Included			
Footing X: 18" dia x 24" deep	0	8,050	8,050			
Footing Y: 12" dia x 18" deep	0	5,250	5,250			
Footing Z: 20" dia x 42" deep	0	500	500			
Uncrate, separate, install all parts, dispose of empty boxes	0	3,500	3,500			
Playfield Rubber Matting						
Furnish & install complete playground surface as MFR by PlayMax or equal	----------	45,416	42,471			
Demolition Plan C-103, at New Play Area location, remove existing AC Paving	----------	w/ Demo	w/ Demo			
Overxcavate & recompact area after demo	----------	w/ Grading	w/ Grading			

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Playfield Equipment	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Miracle Playground Equipment / Central Coast Playgrounds**	**Dave Bang Associaties / Miracle Playground**	**SpectraTurf / Miracle Playground**			
Type 2 sub-base to 95% compaction - thickeness 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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Landscape & Irrigation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy	Plowboy	Venco Western
Base Bid	29,418	30,500	24,320	46,800	39,600	36,068
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	Included
Drawings: Planting & Irrigation Specs are also Listed on Sheet L-4	Included	Included	Included	Included	Included	Included
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Landscaping & Irrigation:	Included	Included	Included	Included	Included	Included
Demolition Plan C-101, at New Building location	Included	Included	Included	Included	Included	Included
Removal Notes:	Included	Included	Included	Included	Included	Included
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	2,500	2,500	2,500	2,500	2,500	2,500
At New Building per Site Control Plan C-201 & L-1	Included	Included	Included	Included	Included	Included
Note 3 - Planter area per Landscape drawings	Included	Included	Included	Included	Included	Included
Irrigation inside the CIP Planters - L-1	Included	Included	Included	Included	Included	Included
Include tapping into existing mainline for new lines	5,000	5,000	5,000	5,000	5,000	5,000
Sawcut & remove AC paving & put back for access to mainline tap-in	3,000	3,000	3,000	3,000	3,000	3,000
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	Included
Include sleeving as required	Included	Included	Included	Included	Included	Included
New Automatic Controller Assembly - Irritrol, 10/L-3	Included	Included	Included	Included	Included	Included
Include Rain Shut-off Sensor	Included	Included	Included	Included	Included	Included
Include remote control valves & gate valves, 1 & 5/L-3	Included	Included	Included	Included	Included	Included
Include quick couplers, 2/L-3	Included	Included	Included	Included	Included	Included
Include pop-up shrub heads, 4/L-3	Included	Included	Included	Included	Included	Included
Electrical to controller	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical
Landscaping inside the CIP Planters - L-2	Included	Included	Included	Included	Included	Included
Trees - 24" box, including Staking per 3/L-3	Included	Included	Included	Included	Included	Included
Shrubs - 1 & 5 gallon	Included	Included	Included	Included	Included	Included
Vines - 15 gallon	Included	Included	Included	Included	Included	Included
Ground Cover	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640
90 Day Maintenance	Included	Included	Included	Included	Included	Included

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Landscape & Irrigation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy	Plowboy	Venco Western
(1) Year Warranty	Included	Included	Included	Included	Included	Included
Spoils Removal	200	200	200	200	200	200
Move-Ins (2)	1,500	1,500	1,500	1,500	1,500	1,500
Existing Parking Lot Rework, C-202	5,000	5,000	5,000	5,000	5,000	5,000
Removal & reinstallation of Irrigation at Demoed areas	Included	Included	Included	Included	Included	Included
Removal & reinstallation of Planting at Demoed areas	Included	Included	Included	Included	Included	Included
Existing Grass Field	35,185	35,185	35,185	35,185	35,185	35,185
Modify existing Irrigation at grass playfield for trailer/laydown area	Included	Included	Included	Included	Included	Included
Geofabric over the grass, rock surface as base during operations	Included	Included	Included	Included	Included	Included
Removal of rock & geofabric at project completion	Included	Included	Included	Included	Included	Included
Regrade, fine grade ready for new grass at laydown area	Included	Included	Included	Included	Included	Included
Rework & start-up existing Irrigation heads	Included	Included	Included	Included	Included	Included
Reinstallation of Grass Planting, hydroseed, at laydown area	Included	Included	Included	Included	Included	Included
TOTALS	**86,443**	**87,525**	**81,345**	**103,825**	**96,625**	**93,093**
Recommendation:	**Amount**					
Dufau Landscape	**81,345**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Suttles Plumbing	Toro Ent.
Base Bid	217,229	See below	200,390	See below	245,000	
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included	Included	
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec #: 33 1100 - Site Water Distribution Utilities	Included	Included	Included	Included	Included	
Spec #: 33 3000 - Site Sanitary Sewer Utilities	Included	Included	Included	Included	Included	
Spec #: 33 4000 - Storm Drainage Utilities	Included	Included	Included	Included	Included	
Bond Rate (if required)	Not listed	Not listed	Not listed	Not listed	Bond @1.44%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 days	30 days	30 days	30 days	30 days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Site Utilities	Included	Included	Included	Included	Included	
Utility Location (C Below)	2,500	2,500	2,500	2,500	2,500	
Cutting and Capping of Existing Utilities	Included	Included	Included	Included	Included	
Layout and Trenching	Included	Included	Included	Included	Included	
Sawcuting & removal of surface for New Utilities	3,584	3,584	3,584	3,584	3,584	
Traffic Control	Included	Included	Included	Included	Included	
Traffic Rated Trench Plates	Included	Included	Included	Included	Included	
Temp Asphalt Patching	2,048	2,048	2,048	2,048	2,048	
Excavation Spoils Stockpile	Included	Included	Included	Included	Included	
Pressure Test and Flush System	Included	Included	Included	Included	Included	
Sewer	Included	75,865	Included	21,452	Included	
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 20 - Install SDR-353 Sanitary Sewer line per 4/C-701	Included	Included	Included	Included	Included	
Note 21 - Connect to bldg sanitary sewer	Included	Included	Included	Included	Included	
Note 22 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 23 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	
Note 24 - Connect to onsite main line per 2/C-701	Included	Included	Included	Included	Included	
Note 25 - House connection perr APWA Std Plan 222-2	Included	Included	Included	Included	Included	
Storm Drain	Included	173,320	Included	143,618	Included	
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 1 - Install SDR-35 storm drain line per 4/C-701	Included	Included	Included	Included	Included	
Note 2 - Construct 12"x12" catch basin per 6/C-701	Included	Included	Included	Included	Included	
Note 3 - Connect to existing onsite main line per 2/C-701	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Suttles Plumbing	Toro Ent.
Note 4 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	
Note 5 - Install Atrium grate NDS 1280 & catch basin 1200 or equal	Included	Included	Included	Included	Included	
Note 6 - Connect to on-site main line per 2/C-702	Included	Included	Included	Included	Included	
Note 7 - Connect to bldg storm drain lline	Included	Included	Included	Included	Included	
Note 8 - Install SDR-21 storm drain line per 4/C-701	Included	Included	Included	Included	Included	
Note 9 - Install French Drain per 2/C-704	Included	Included	Included	Included	Included	
Other: Trench Drain concrete basin per 4/S-400A	Included	Included	Included	Included	Included	
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402	Included	Included	Included	Included	Included	
Water	Included	64,295	Included	33,353	Included	
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 30 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 31 - Install 4" Double Check Detector Backflow Preventer Assembly with Fire Department Connection per 3/C-701, Ames 3000 SS OS&Y w/ Tamper Switches connected to Fire Alarm	Included	Included	Included	Included	Included	
Note 32 - Install AWWA C900 PVC pressure Class 200 Water line per 4/C-701	Included	Included	Included	Included	Included	
Note 33 - Install concrete thrust block per 4/C-703	Included	Included	Included	Included	Included	
Note 34 - Connect to bldg Fire Water connection	Included	Included	Included	Included	Included	
Note 35 - Connect to building Domestic Water connection	Included	Included	Included	Included	Included	
Note 36 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 37 - Install Gate valve per 5/C-701	Included	Included	Included	Included	Included	
Note 38 - Fire Department Connection per 1/C-704	Included	Included	Included	Included	Included	
Note 39 - Connect to onsite main water line	Included	Included	Included	Included	Included	
Includes:	Included	Included	Included	Included	Included	
Sawcuting for New Utilities	Included	Included	Included	Included	Included	
Excavation, compact bottom, sand shading, install pipe, backfill, compaction of trench	Included	Included	Included	Included	Included	
Base Pave Trenches	Included	Included	Included	Included	Included	
Overlay trench with new AC Paving section	Included	Included	Included	Included	Included	
Lane Closure/Traffic Control	Included	Included	Included	Included	Included	
Water Line for Irrigation inside the CIP Planters - L-1 (not clearly indicated on C sheets)	2,500	2,500	2,500	2,500	2,500	
Include tapping into existing mainline for new lines	Included	Included	Included	Included	Included	
Sawcut & remove AC paving & put back for access to mainline tap-in	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**BSN Construction**	**J. Vega Engineering**	**HPS Mechanical**	**Sam Hill & Sons**	**Suttles Plumbing**	**Toro Ent.**
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	
Other:						
FDC Bollards & Footings (include if not shown)	1,000	1,000	1,000	1,000	1,000	
POC Flanged into FS min 24" aff room by this sub - 1/FP-02	Included	Included	Included	Included	Included	
Gas						
NOT SHOWN on Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Gas Lines per Plumbing Sheets	Included	Included	Included	Included	Included	
Connect to existing Gas Line onsite - Not Shown	See Allowance	See Allowance	See Allowance	See Allowance	See Allowance	
TOTALS	**228,861**	**325,112**	**212,022**	**210,055**	**256,632**	**0**
Recommendation:	**Amount**					
Sam Hill & Sons	**210,055**					

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Change Order No. 009 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/CFW)

This change order is for unforeseen modifications to the site concrete scope required by Southern California Edison. Change Order No. 009 provides for the Board's ratification of the following one (1) COR:

- COR No. 79R1 - Edison Change in Conc. Scope

FISCAL IMPACT:

Five Thousand Two Hundred Ninety-Seven Dollars and No Cents ($5,297.00) to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 Six-month update.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #009 for Master Agreement #17-117 with Bernards.

ADDITIONAL MATERIALS:

Attached: Change Order No. 009 (2 Pages)
COR 79R1 - Edison Change in Conc Scope (5 Pages)
Construction Services Agreement #17-117 - Bernards (115 Pages)

CHANGE ORDER

Date: 8/21/2019 **CHANGE ORDER NO. 009**

PROJECT: **MARSHALL NEW CLASSROOM BUILDING**
O.S.D. BID No. **N/A**
O.S.D. Agreement No. 17-117

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

ARCHITECT **CSDA Design Group**
4061 Glencoe Ave., Ste B
Marina del Rey, CA 90292

CONTRACTOR:
Bernards
555 First Street
San Fernando, CA 91340
Attn: Mr. Rick Fochtman

Architects Proj. No.: 1534.01
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116806

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM	**$ 8,994,236.00**
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (1-8)	**$ 346,678.00**
ADJUSTED CONTRACT SUM	**$ 9,340,914.00**
NET CHANGE -	**$ 5,297.00**
Total Change Orders to Date: 009	**$ 351,975.00**
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 009	**$ 9,346,211.00**

Commencement Date: August 28, 2017
Original Completion Date: October 31, 2018
Original Contract Time: 429 Calendar Days
Time Extension for all Previous Change Orders: Zero Calendar Days
Time Extension for this Change Order: Zero Days
Adjusted Completion Date: October 31, 2018

Percentage (3.91%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 79R1- Edison Change in Conc. Scope	$5,297.00			
2.					
3.					
4.					
5.					
6.					
	Totals	$5,297.00			

Total Change Order No. 009 …….. $5,297.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____ **DATE:** _____

CONTRACTOR: _____ **DATE:** _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____ **DATE:** _____

_____ **DATE:** _____

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:** _____

ASST. SUPT./PURCHASING DIRECTOR: _____ **DATE:** _____

DSA APPROVAL **DATE:** _____

BERNARDS

CHANGE ORDER REQUEST

COR No. 79 R1

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 7/1/2019

DESCRIPTION OF WORK

Edison change is concrete scope

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Edison change is concrete scope	B&M Contractors Inc	4,881
	Subtotal:	4,881
Contractual Costs		
Sub Default Insurance		59
CCIP		62
Bond		43
Fee		252
	Subtotal:	416
	Total Change Order Request Amount	**5,297**

APPROVAL

(Please note that if this Change Order Request is not approved by 7/12/2019, additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

919
7/25/2018

B&M Inc.
CONTRACTORS
General Engineering Contractors

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 #
4

Description of New Work Requested	Quantity	Rate	Amount
Job address - Marshall ES		-	
Additional work performed: Walkway at Southeast Parking Lot per Edison Description: Prepare grade, form walkway, provide and place #4 rebar reinforcing, pour natural grey concrete, finish with broom finish			
7/5/18 - Grade and form sidewalk at Southeast per Edison			
Foreman - 8 hrs.	8	85.00	680.00
Mason - 8 hrs.	8	65.04	520.32
Equipment move on and off site	2	150.00	300.00
Materials - 4 pieces of 2x6, 2 pieces of 2x12, 36 inch stakes, 50 pieces of #4 rebar and 2 bags of adobes - yard stock		1,148.00	1,148.00
7/6/18 -Install rebar and place base material			
Foreman - 8 hrs.	8	85.00	680.00
Mason - 8 hrs.	8	65.04	520.32
Base material delivered by our truck		286.00	286.00
7/9/18 - Pour concrete sidewalk			
Foreman - 8 hrs.	8	85.00	680.00
Operator - 8 hrs.	8	81.68	653.44
3 - Masons - 8 hrs. each	24	65.04	1,560.96
Concrete pump		350.00	350.00
Concrete delivered from Cemex Invoice #9437993905		1,109.83	1,109.83
		Total	

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 seperate 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

920
7/25/2018

B&M Inc.
CONTRACTORS
General Engineering Contractors

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 #
4

Description of New Work Requested	Quantity	Rate	Amount
Subtotal			~~8,188.87~~
Office & administration		15.00%	1,273.33
		Total	$4,881.20 ~~$9,762.20~~

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 seperate 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 _____

B&M Inc.
CONTRACTORS
General Engineering Contractors
Cal State Lic. # 803703
4473 Cochran Street, Simi Valley, California 93063
Telephone (805) 581-5480 • Fax (805) 581-5436

JOB INVOICE & ADDITIONAL WORK AUTHORIZATION

PO # _____

BILL TO CONTRACTOR/OWNER	ORDER TAKEN BY	DATE
Bernards	Greg	7/9/18
PHASE/TRACT NO	REQUISITIONED BY	
	William Van Zee	
LOT NUMBERS		
Marshall ES		

7/5/18 DESCRIPTION OF WORK Edison -	AMOUNT
Grade & form Sidewalk at South East	
foreman - 8 hrs.	
Carpenter - 8 hrs.	
7/6/18 - Install rebar and place base material	
foreman - 8 hrs.	
Carpenter - 8 hrs.	
Materials - 4pcs. 2x6, 2pcs 2x12, 36" Stakes,	
base material, 50 #4 rebar, 2 bags adobe +	
7/9/18 - Pour sidewalk	
foreman - 8 hrs.	
Operator - 8 hrs.	
3 - masons - 8 hrs. each	
Concrete Pump + 10 yds of Concrete.	
Signature William Van Zee TOTAL	

The Contractor/Owner identified above hereby agrees as follows
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 arising from or in any manner connected with the operation of equipment.
B&M Contractors, Inc. is not liable for any damage to property for roll off truck access.
The total amount due as set forth above will be billed to Contractor/Owner by separate statement. 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 charged to all accounts not paid within thirty (30) days after due date and similarly each month thereafter until paid. In the event it becomes necessary to place this account with an attorney for collection, Contractor/Owner will pay the cost of said attorney, including all related cost 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.

ACCEPTED AS SATISFACTORY BY: William Van Zee DATE: 07-26-18

Thank you for your business

CEMEX
3990 Concours St Ste 200
Ontario, CA 91764-7971

CEMEX Construction Materials Pacific, LLC
Palomar Transit Mix

INVOICE

922

Date:	07/09/2018
Invoice No:	9437993905
Terms:	Net 20th prox
Payment Due On:	08/20/2018
Territory Manager:	-CRESSALL JULIAO, MIRANDA M
Job No:	14550672
Legal Address:	2900 THURGOOD MARSHALL DR
Customer Job No.	5460
Account No:	3140420
Account Name:	B&M CONTRACTORS INC(SO CAL)

INV2_INS ▲ 0 0 0 1 7 8
B&M CONTRACTORS INC(SO CAL)
4473 COCHRAN ST
SIMI VALLEY CA 93063-3065

For All Inquiries Call:
909-974-5500

Remit To:
CEMEX | PO Box 100497 | Pasadena, CA 91189-0497

DETAILED INFORMATION BY PO

PO Number: 5460 | DELIVERY ADDRESS: 2900 THURGOOD MARSHALL DR, OXNARD, OXNARD, CA, 93036

Ship Date	Delivery	Ref #	Product Code / Description	Qty	UOM	Net Price By UOM	Units	Amount	Freight	Tx
07/09/2018	8079970379	27844970	1148459 SERV,CHARGE,WAITING TIME	4.000	EA	$0.00		$0.00	$0.00	
07/09/2018	8079970379	27844970	1202749 ENVIRONMENTAL CHARGE PER LOAD	1.000	EA	$40.00 1 PC	1.000	$40.00	$0.00	T
07/09/2018	8079970379	27844970	1247817 STANDARD FUEL SURCHARGE,PC-DIV 10,RM	1.000	EA	$30.00 1 PC	1.000	$30.00	$0.00	T
07/09/2018	8079970379	27844970	1418319 3000 1" P/P	10.000	YD3	$76.00 1 YD3	10.000	$760.00	$0.00	T
07/09/2018	8079970379	27844970	1590944 AB 219 PER LOAD SURCHARGE	1.000	PC	$200.00 1 PC	1.000	$200.00	$0.00	T

PO Subtotal	10.00 Yards	0.00 Tons	$1,030.00 Material	$0.00 Freight	$0.00 Other	$79.83 Tax	$1,109.83 Total

10.00 Yards	0.00 Tons	$0.00 Freight	$0.00 Other	$79.83 Tax	$1,109.83 Invoice Total

The invoice incorporates herein by reference Buyer's previously executed Credit Application, if any, Seller's Standard Terms and Conditions, Seller's Quotation and Seller's Order Confirmation (including limitations of warranties) as fully set forth on this Invoice ("Agreement"). Buyer agrees that, unless otherwise noted herein, all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.

#17-117

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 24th day of August 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Marshall Elementary School, located at 2900 Thurgood Marshall Drive, Oxnard, California 93036 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

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

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and

attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **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.

K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Eight Million Nine Hundred Ninety-Four Thousand Two Hundred Thirty-Six and No/Hundredths Dollars ($8,994,236.00)**. The GMP consists of (1) no Preconstruction Fee, a Sublease Tenant Improvement Payment in the amount of **Eight Million One Hundred Ninety-Eight Thousand Five Hundred Ninety-Two Dollars and No Cents ($8,198,592.00)** and, (2) a Contractor Contingency in the amount of **Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents ($345,932.00)**, and, (3) Sublease Payments in the amount of **$74,952.00** per month for **6** months, for a total lease value of **Four Hundred Forty-Nine Thousand Seven Hundred Twelve Dollars and No Cents ($449,712.00)** pursuant to terms and payment schedule as set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with subcontractor bidding to establish the final GMP for Board acceptance.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibits A and B** attached hereto. Prior to DSA approval Contractor did not perform Preconstruction Services to assist in designing the project. Upon DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall

be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

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

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by

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.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the

GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement 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,

accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and

Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR	THE DISTRICT
Bernards By: Rick Fochtman	Oxnard School District, a California school district By: Lisa A. Franz, Director, Purchasing
By: Rick Fall	By: Lisa A. Franz
Title: Executive Vice President	Title: Director, Purchasing
Date: 8/29/2017	Date: 9-7-17

#17-117

EXHIBIT A
Scope of Work (Plans & Specifications)

Marshall New Classroom Building

100% Construction Documents Package

Oxnard School District

October 4, 2016

[FEB. 17 2017
DSA A# 03-116806

BINDER A

Oxnard School District
Marshall New Classroom Building
2900 Thurgood Marshall Dr. Oxnard, CA 93036

CSDA | DESIGN GROUP

EXHIBIT A, continued

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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

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DIVISION 03 - CONCRETE

03 1000 Concrete Forming Accessories
03 2000 Concrete Reinforcing
03 3000 Cast-In-Place Concrete

DIVISION 04 - MASONRY

04 2200 Concrete Unit Masonry

DIVISION 05 - METALS

05 1200 Structural Steel Framing
05 5000 Metal Fabrications

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 1000 Rough Carpentry
06 1733 Wood I-Joists
06 1813 Glued Laminated Beams
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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

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09 3013	Ceramic Tiling
09 5123	Acoustical Tile Ceilings
09 6513	Rubber Base
09 6519	Resilient Tile Flooring
09 9000	Paints and Coatings

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102113.17	Phenolic-Core Shower and Dressing Compartments
102800	Toilet Accessories
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DSA FILE NO. 56-22	**DSA APPLICATION NO. 03-116806**	**PTN NO. 72538-91**

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Exhibit B

Guaranteed Maximum Price (GMP)

BERNARDS
BUILDERS • MANAGEMENT SERVICES

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

BERNARDS

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**

	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

	Total Contract Amount		**$ 8,994,236**

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ALLOWANCES

Marshall Classroom Building

Oxnard School District **GMP**

2900 Thurgood Marshall Dr, Oxnard, CA 93036 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**

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QUALIFICATIONS & ASSUMPTIONS

Marshall Classroom Building

Oxnard School District **GMP**

2900 Thurgood Marshall Dr, Oxnard, CA 93036 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 appurtenantances, 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.

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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, no change to width
	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

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VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036 July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.9	~~Replace entire roof with hot mop~~ Roofing VE Items	RS to provide pricing for hot mop roof through out the project. Update 06/23/17: TM working with Best Interior to develop a value engineering package that retains the existing design. Update 7/6/17: CM has discussed potential VE items with Best, including use of a lighter gauge standing seam roofing material. Update 7/18/17: Use of a lighter gauge standing seam roofing material is not acceptable to CSDA. Best Contracting looked again at their number and submitted a credit amount.
CCD	ARC.10	Use standard Hydraulic elevators in lieu of MRL elevator	JA to provide revised design for using a jack less hydraulic elevator Update 06/23/17: SB directed team to pursue the hydraulic elevator. TM to forward shop drawing for hydraulic elevator to JA for coordination with designed structure for the shaft and equipment room Update 7/6/17: Republic Elevator has provided drawings for space requirements of the elevator shaft and machine room. CSDA has reviewed and indicates that required space requirements will work within current designed structure.
	ARC.11	Delete energy management system.	RS to obtain credit to delete EMS in it entirety Update 06/23/17: Sheldon provided credit.
	ARC.12	Delete fire department ladders	JA to call fire marshal to understand requirement of exterior fire ladders Update 06/23/17: JA and TM to visit fire department to delete exterior ladders for building and elevator tower Update 7/6/17: Per Jose/CSDA the exterior ladders as shown on G-003 will not be required based on discussion with the local fire department.
CCD	ARC.13	Delete framing at elevator opening smoke doors.	SB accepted deletion. Finalize credit to GMP.
CCD	ARC.14	Delete hand dryers	SB accepted deletion. Finalize credit to GMP JA to revise specifications to include paper towel dispensers Update 06/23/17: Paper towel dispensers shall OFCI.
CCD	ARC.15	Revise Guardrail Detail	JA to review design of handrail detail and revise to simplify and reduce cost. Also see ARC.19 below Update 06/23/17:CA Buchen provided revised design for guardrails which was accepted by SB and JA. Credit provided by CA Buchen.
	ARC.16	Use thinset in lieu of mortar set tile	After discussion with the team it was determined that the mortar bed would be deleted at 1st and 2nd floor restrooms and that the tile would be thinset. Need to add the sloping of floor to drains. RB to provide pricing Update 06/23/17: Credit provided by Silverado.
CCD	ARC.17	Remove 2nd floor canopy over walkways	JA to review the shading study and determine if a portion of the walkway cover can be reduced Update 06/23/17: Still pending structural engineer response. JA to follow on 06/26/17 Update 7/6/17: Jose/CSDA has been working with the structural engineer for drawings/details in order for Bernards to request subcontractor pricing. Update 7/18/17: The structural engineer provided drawings on 7/18/17 for subs to review and provide pricing.
	ARC.18	Delete all tile from change rooms and provide painted walls and resilient tile with rubber base	RS to provide pricing for proposed revisions. Update 06/23/17:Credit provided by Silverado.
	ARC.19	Delete galvanized finish for stairs, guardrails and handrails and provide zinc primer with paint finish	RS to provide pricing for proposed revisions. Update 06/23/17: Steel contractor stated the is no cost difference with zinc coating and galvanizing.

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BERNARDS

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.20	Delete requirement of waterproof wrap around building	JA to review specification to determine what is required and RS to reach out to plaster subcontractors to determine what is included Update 06/23/17: TM got price to wrap the first 5 feet of the building.
	ARC.21	Delete drywall soffit at high ceiling and provide T-Bar and acoustical tile.	JA to prepare sketch of proposed T-Bar soffit for final pricing Update 7/6/17: Jose/CSDA has rejected this potential VE item.
	ARC.22	Revise operable windows to fixed windows	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable.
	ARC.23	Flush Aluminum Windows with Exterior wall	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable. JA to revise detail for window install. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again. Window width is now 4 ½" but still held to outside with return on inside of wall.
	ARC.24	HVAC VE Items	Meeting with CFW, Bernards and Sheldon Mechanical to discuss potential VE items. Items include deduct for standalone control system vs. DDC control system, deduct to change side discharge rooftop units to down shot, deduct to change ductwork from rectangular to round and added cost to install copper coils on rooftop units. Update 7/7/17: The copper fin added cost has been rejected. The (3) credit items are still under consideration. Jose A. to follow up with mechanical engineer to question why his response to down shot roof top units will not work. Update 7/18/17: Mechanical engineer has rejected the proposed down shot type units due to space limitations. Credits for standalone control system and use of round ducts will be accepted.
	ARC.25	Electrical VE Items	Taft Electric has been contacted regarding potential VE items and have submitted the following; Deduct for alternate light fixture package using a different manufacturer, deduct for use of MC cables for all branch circuits in lieu of flex conduit, deduct for use of aluminum brass in lieu of copper on all switchgear, deduct for use of native soil in lieu of concrete backfill at ductbanks. The Electrical Engineer has reviewed and provided a response, to be reviewed further with CFW & CSDA. Update 7/7/17: After reviewing the electrical VE items it was determined to still purse 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.

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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.

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BUILDERS • MANAGEMENT SERVICES

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036 July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	SIT.9	Gas Line Revisions	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. 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. 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.

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Erosion Control	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Whitson CM / Bernards**	**Socal Stormwater Runoff Solution**				
Base Bid	See below	See below				
Spec #: 312500	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days						
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Storm Water Compliance	1,200	520				
"Due to the project being under 1 acre this project is not subject to the State CGP"	Included	Included				
Provide project related Water Pollution Control Program (WPCP) by Qualified developer	Included	Included				
Development of project specific Best Management Practices (BMP's)	Included	Included				
Development of erosion control plan for inclusion in WPCP	Included	Included				
SWPPP (QSP/QSD) Services						
Qualified SWPPP Practitioner QSP conduct weekly site inspections, photos, document, etc	18,720	10,400				
Rate per week for monitoring	$360/wk	$200/visit				
Keep records & documents updated	Included	Included				
Provide recommendations for reqs of BMP upkeep & maintenance (but won't do the work)	Included	Included				
Electronically file all data for Permit documents as required	Included	Included				
Pre/During/Post Rain-Event Visual Inspections	4,320	2,640				
Rate per week/visit for monitoring the rain monitoring	$360/wk	$220/visit				
Erosion Control - No Plans Provided	21,402	21,402				
Silt Fencing at perimeter of sites	Included	Included				
Fiber Rolls at perimeter of existing parking lot rework - A-102	Included	Included				
Fiber Rolls at new school addition perimeter - G-003	Included	Included				
Fiber Rolls at new playground area perimeter - G-003	Included	Included				
Construction Entrances	Included	Included				

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Erosion Control	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Whitson CM / Bernards**	**Socal Stormwater Runoff Solution**				
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**					
Socal Stormwater Runoff Solution	**78,677**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Surveying	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Adkan Engineers	Brenner & Carpenter	Hunsaker & Associates	MNS Engineers	Michael Baker International	Stantec
Base Bid	22,000	25,000	60,400	17,055	8,900	39,950
Spec #: 00700 - General Conditions	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	N/A	N/A	N/A	N/A	N/A	N/A
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Set-up	Included	Included	Included	Included	Included	Included
Travel Costs	Included	Included	Included	Included	Included	Included
Horizontal Control	Included	Included	Included	Included	Included	Included
Survey Boundary Map	Included	Included	Included	Included	Included	Included
Excavation	Included	Included	Included	Included	Included	Included
Rough Grade Staking	Included	Included	Included	Included	Included	Included
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	Included
Gridlines at Elevator & Exterior Stairs	Included	Included	Included	Included	Included	Included
Buildings	Included	Included	Included	Included	Included	Included
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	Included
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, Natural Gas and Permanent Electrical Service	Included	Included	Included	Included	Included	Included
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	Included
Site	Included	Included	Included	Included	Included	Included
Stakes for Sanitary Sewer, Storm Drain, Natural Gas and Domestic Fire & Domestic Water	Included	Included	Included	Included	Included	Included
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	Included	Included	Included	Included	Included	Included
Line Stakes for demo/saw cut of asphalt at existing northeast parking lot. Provide markings for new parking stalls.	Included	Included	Included	Included	Included	Included
Line and grade stakes for rubberized playground area	Included	Included	Included	Included	Included	Included
1-person survey crew rate per hour	$185/hr		$192/hr	$180/hr		
2-person survey crew rate per hour	$260/hr		$234/hr	$260/hr		
	5,000	2,000		6,667	12,000	
TOTALS	**27,000**	**27,000**	**60,400**	**23,722**	**20,900**	**39,950**
Recommendation:	**Amount**					
Michael Baker International	**20,900**					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Reinforcing Steel

Marshall Classroom Building

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors					
	Upland Contracting	Vista Steel				
Base Bid	85,814	83,445				
Spec #: 032000	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Rebar	Included	Included				
New Classroom Addition Building per Structural, Architectural & Civil sheets	Included	Included				
Rebar for Footings	Included	Included				
Rebar for Spread Footings	Included	Included				
Rebar for Column Footings	Included	Included				
Rebar for Stair Footings	Included	Included				
Rebar for Pad Footings	Included	Included				
Rebar for Elevator Pit	Included	Included				
Rebar for Slab on Grade	Included	Included				
Hoisting as Required	1,500	1,500				
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8', build them sim to right side of det 6/S-401	5,000	5,000				
Site Concrete Reinforcing	24,486	12,025				
Paving, curbs, seat walls, planter walls	Included	Included				
Site curbs FOB jobsite	Included	Included				
SIT.3	(5,000)	(5,000)				
TOTALS	**111,800**	**96,970**	**0**	**0**	**0**	**0**

Recommendation:	**Amount**
Vista Steel	**96,970**

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Building Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Barcelo Construction	Santa Clarita Concrete				
Base Bid	386,879	395,600				
Spec #: 03 1000 - Concrete Forming Accessories	Included	Included				
Spec #: 03 2000 - Concrete Reinforcing	Included	Included				
Spec #: 03 3000 - Cast-in-Place Concrete	Included	Included				
Bond Rate (if required)		Bond @ 1%				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	90 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	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 Faming Details - S-401	Included	Included				
Spread Footings per Schedule on Foundation Pages S-401,402,403 (WF-1, WF-2 & F3)	Included	Included				
24" x 18" Conc Footing at Stairs per 1/S-700B	Included	Included				
Tie Rod Brace detail and concrete blockout at Baseplates - 3/S-700B	Included	Included				
1'-6" thk Mat slab at Elevator Pit per 12/S-700A	Included	Included				
Elevator Pit wall 10" thk per 12/S-700B	Included	Included				
Site Control Plan C-201						
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401, are part of the building construction	30,000	Included				
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	30,000	26,600				
Install Guiderail baseplates per 16/S-700B	Included	Included				
Lt Wt Concrete Fill at Balconies & Classrooms on 2nd Floor per Note 7A & 7B/S212 - 1-1/2" ltwt concrete topping	Included	Included				

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Building Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Barcelo Construction	Santa Clarita Concrete				
SCC: Deck to be poured prior to construction of walls, otherwise add for another pump system & hoseman to place concrete	Included	6,500				
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S-700B	Included	Included				
Balco Stair Strips per keynote 05.03 sheet A-420 & detail 11/A-560	2,500	2,500				
2" contrasting strip, abrasive strip	Included	Included				
6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	Included	Included				
Depressed slabs at restrooms for ceramic tile work, not shown properly	Included	Included				
Trench Drain concrete basin per 4/S-400A	w/ Site Utilities	w/ Site Utilities				
Other items:	Included	Included				
All Reinforcing Steel for your work	w/ Rebar	w/ Rebar				
Dewatering as Required	Included	Included				
Setting Anchor Bolt Templates	Included	Included				
Safety walk and progressive cleanup	4,640	4,640				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Drypacking baseplates	1,000	Included				
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included				
Clean up to debris bins	5,100	5,100				
Wash Out Bins	2,500	2,500				
Depressed floors at 1st floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000				
Spoils removal	approx 325cy	approx 325cy				
SIT.3	(8,700)	(8,709)				
SIT.3	(30,000)	(26,600)				
TOTALS	**428,919**	**413,131**	**0**	**0**	**0**	**0**

Recommendation:	Amount
Santa Clarita Concrete	**413,131**

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Structural Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS		
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 RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	14 Days	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Structural Steel	165,450	234,955	304,688			
New Classroom Building	Included	Included	Included			
HSS Steel Columns, C1, C2, C3, C4 & C5 on First & Second Levels -5" round, 5x5 7x5, 10x8, & 7x7	Included	Included	Included			
HSS Beams at 1st & 2nd floors per floor plans	Included	Included	Included			
HSS Beams at Elevator - 3 each HSS 12x4 tubes per sketch in RFI #3	Included	Included	Included			
Include added 3rd steel column	7,500	7,500	7,500			
HSS Columns & beams at wall elevation S-600E & 19&20/S-600F	Included	Included	Included			
HSS columns in stud walls to have welded studs - 13/S-700	Included	Included	Included			
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included	Included			
"W" Steel Beams at Elevator - 1/S-700A & 17/S-700A	Included	Included	Included			
Beam to Beam Connection Schedule & details 1/S-700A	Included	Included	Included			
Double angle braces & gusset plate at HSS column at roof transitions 17/S-600D	Included	Included	Included			
1/2" thk x 5" w plate at roof transitions 17/S-600D & 20/S-600E	Included	Included	Included			
Safety Cable Railing as Required - Install, maintain, removal & return to steel sub	3,250	3,250	3,250			
FOB Anchor Bolts/ Templates for Own Work	Included	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included	Included			
Safety walk and progressive cleanup	3,093	3,093	3,093			
Hoisting for All Work	Included	Included	Included			
Steel Stairs	122,090	Included	Included			
Galvanized	Included	Included	Included			

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Structural Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS		
Stairs 1 & 2 at New Classroom Bldg - S-211,212 & S-700B	Included	Included	Included			
Steel Stairs (Pan Filled Concrete) - A-420	Included	Included	Included			
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included	Included			
Conc Nosing at Stairs - included w/ the stairs?	1,250	Included	Included			
Stair Railings and Stair Guardrails	Included	Included	Included			
1-1/2" Handrail Both Sides	Included	Included	Included			
Guardrail at Midlandings	Included	Included	Included			
Guardrail at Top of Stairs	Included	Included	Included			
Stair 1 - 12/S700B	Included	Included	Included			
Stair 2 - 11/S700B	Included	Included	Included			
Railings & Guardrails	Included	132,560	100,000			
2nd Floor New Classroom Bldg - S-212 & 8/S-6001/S-600D	Included	Included	Included			
Deck guardrail detail - HSS2-1/2x2-1/2x3/16 at 4'oc	Included	Included	Included			
Arch drawing sheet A-112, note 5.33, see 15/A-560	Included	Included	Included			
Steel posts & plate top rails, w/ baseplates 8/S-600	Included	Included	Included			
Railing to have a Prefab panel per 10/A-560	Orsogril	Included	Included			
Prefab Panel Elevation detail - 7/A-560	Included	Included	Included			
Railing inserts per detail 2,3/A-560 - shows 2x1 rect mesh 11 ga galv panel	Included	Included	Included			
Railing inserts per Spec is diamond mesh	Excluded	Excluded	Excluded			
Misc. Metal	Included	Included	Included			
Steel plate continuous across hoistway ground fl - 5/A-561	2,500	Included	2,500			
Steel plate continuous across hoistway 2nd fl- 7/A-561	2,500	Included	2,500			
Pit ladder 13/A-561, notes states by Elev Mfr, but needs to be w Steel	Included	3,000	Included			
HSS at Canopy connections - 19,20/S-600F	Included	Included	Included			
Elevator Sill Angle & Threshold	Included	Included	Included			
Roof Access Ladders in Electrical rm 206 - A-112, 10/A-500	Included	Included	Included			
Steel ladder mounted to wall mtg all OSHA requirements	Included	Included	Included			
Site	Included	Included	Included			
Steel Bollards at New Electrical Transformer, FOB jobsite, 1/E-102	500	4,000	4,000			
Steel Bollards at New DDCV Assembly, FOB jobsite, C-401 (not shown, include 8 each)	500	4,000	4,000			

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Structural Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**C.A. Buchen**	**Rincon Ironworks**	**Metal Supply, Inc.**	**ACSS**		
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

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Rough Carpentry

Marshall Classroom Building

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 RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	30 days		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Rough Framing						
Wall Types Sheet - A-620	Included	Included	Included	Included		
Plywood Shear Wall Schedule - S-600	Included	Included	Included	Included		
Plywood Sheathing as Shown on Wall Types	Included	Included	Included	Included		
Prefabricated plywood web joists "I" Joists per spec section	Included	Included	Included	Included		
Open Web Trusses, I-Joists, LVL per Schedule 4/S-600F	Included	Included	Included	Included		
MFR - TrusJoist, Red Built or equal	Included	Included	Included	Included		
Glu-Laminated Beams & Struc Eng. Beams per spec section	Included	Included	Included	Included		
Simpson HDW as Scheduled	Included	Included	Included	Included		
Supply Anchor/Sill Bolts for Wood Framing per Wall Faming 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

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Rough Carpentry	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem		
Exterior Plywood at Underside of Roof Overhang per 9/A-501	Included	Included	Included	Included		
Install Pipe Columns per details 2,5,6/S-600D - coordinate w/ Steel sub	Included	Included	Included	Included		
Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included		
Roof Crickets per A-131 - should be w/ roofing, use tapered insul	Excluded	Excluded	Excluded	Excluded		
Safety walk and progressive cleanup	9,280	9,280	9,280	9,280		
Framing for all recessed items FEC's, etc.	Included	Included	Included	Included		
Blocking & backing for ceilings & duct supports, unknown locations	6,400	6,400	6,400	6,400		
Blocking & backing for roof ladders	600	600	600	600		
Depressed floors at 2nd floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000	5,000	5,000		
Framing for doors heads & jambs at elevator smoke containment door assembly	4,000	4,000	4,000	4,000		
Fire Treated Lumber	Included	Included	Included	Included		
Storage of Lumber and Delivery to Site	Included	Included	Included	Included		
Hoisting for your work	Included	Included	Included	Included		
All Required Caulking and Sealants for your work	Included	Included	Included	Included		
Scaffolding for Own Work	Included	Included	Included	Included		
Clean-up into your dumpsters	17,000	17,000	17,000	17,000		
Temporary Stairs & ramps	3,000	3,000	3,000	3,000		
Small tools & equipment	3,500	3,500	3,500	3,500		
Security guard	40,200	40,200	40,200	40,200		
Site Security/Alarm/Carmera systems	15,477	15,477	15,477	15,477		
ARC.1	9,500	9,500	9,417	9,500		
ARC.13	(4,000)	(4,000)	(4,000)	(4,000)		
ARC.17	(30,000)	(30,000)	(30,521)	(30,000)		
Budget for Lumber Cost Increase	65,000	50,000	50,000	50,000		
TOTALS	**1,404,708**	**1,142,745**	**1,067,965**	**1,301,708**	**0**	**0**
Recommendation:	**Amount**					
JF Construction	**1,067,965**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Cabinets / Millwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Bristol Omega	ICI Millwork	K & Z Cabinet	Dennis Reeves Inc.	Stolo Cab.	
Base Bid	47,900	36,107	42,290	34,161	35,270	
Spec #: 06 4000 - Architectural Woodwork	Included	Included	Included	Included	Included	
Spec #: 12 3553 -Manufactured Plastic-Laminate-Faced Casework	Included	Included	Included	Included	Included	
Bond Rate (if required)				Bond at 2.5%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 days	90 days	60 days	60 days	45 days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Millwork	Included	Included	Included	Included	Included	
Lower Cabinets with Hardware	Included	Included	Included	Included	Included	
Upper Cabinets with Hardware & Locks on all doors per RFI #	Included	Included	Included	Included	Included	
Plastic Laminate Finish	Included	Included	Included	Included	Included	
Plastic Laminate Countertops	Included	Included	Included	Included	Included	
Plastic Laminate Backsplash	Included	Included	Included	Included	Included	
Enlarged Floor Plans - A-410	Included	Included	Included	Included	Included	
Casework details per A-570	Included	Included	Included	Included	Included	
Include the back panel fastening per 2/A-570	Included	Included	Included	Included	Included	
Include the Cont 2-1/2"x2-1/2" x 16 ga bent sheet metal angle anchorage - 6/A-570	Included	Included	Included	Included	Included	
Typical Classroom per 1/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 101, 102, 103, 104	Included	Included	Included	Included	Included	
Rms - 201, 202, 203, 204, 207	Included	Included	Included	Included	Included	
Typical Science Classroom per 2/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 107, 109	Included	Included	Included	Included	Included	
Performing Arts Lab per 3/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 208	Included	Included	Included	Included	Included	
Locker Room Benches	Included	w/ Lockers	w/ Lockers	w/ Lockers	w/ Lockers	
FRP Panels	Excluded	Excluded	Excluded	Excluded	Excluded	
TOTALS	**47,900**	**36,107**	**42,290**	**34,161**	**35,270**	
Recommendation:	**Amount**					
Dennis Reeves Inc.	**34,161**					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Waterproofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Systems WP	Proulx	Santa Barbara Surfacing	Letner	Patriot Contracting	Paul Wolff
Base Bid	See below	See below	See below	See below	83,560	Incomplete
Spec #: 07 1326 - Self Adhering Sheet Waterproofing	Included	Included	Included	Included	Included	Included
Spec #: 07 8400 - Fire Stop and Smoke Seals	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Included	Included	Bond @ 1.8%	Bond @ 1.5%	Bond @ 1%	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	90 days	90 days	60 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Waterproofing						
Waterproofing at elevator pit 12/A-561	4,100	2,300	8,300	3,510	Included	No Bid
Sheet Waterproofing behind Pit walls	Included	Included	Included	Bituthene 4000	Included	----------
1" drainage board & sheet waterproofing at walls	Included	Included	Included	Included 230 sf	Included	----------
Waterproofing under elev pit SOG (no specs) use bentonite, Grace PrePrufe300R or equal	Included	Included	Included	Included	Included	----------
Elastomeric waterproofing on top of pit slab (no spec) - use crystalline product	1,500	2,500	5,400	2,500	Included	----------
Waterproofing at elevator pit penetrations 8/A-561	Included	Included	Included	Included	Included	----------
Waterproofing of foundation wall at planter areas against the bldg C-300	14,030	18,240	Included	15,000	Included	----------
Waterproofing inside exterior Planters - total of 4 planters 6/S-401	Included	Included 1,920 sf	Included	Included	Included	----------
Waterproofing under topping slabs at 2nd floor decks - 6&7/A-510	18,000	20,000	22,600	20,000	Included	----------
Use 07 1326, self adhering waterproofing OR	Included	Included	Included	Included	Included	----------
Use 60-90mil liquid applied waterproofing w/ 1/8" asphalitc 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	20,560	22,330	27,050	29,860	Included	No Bid
Per Pre-Bid RFI#4	Included	Included	Included	Included	Included	----------
Installed over 2nd floor extertior 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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Waterproofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Systems WP**	**Proulx**	**Santa Barbara Surfacing**	**Letner**	**Patriot Contracting**	**Paul Wolff**
Product to be Gaco Western, GW-15-U62	Excluded	Excluded	Excluded	Included 2,520 sf	Included	----------
Interior Concrete Sealed Floors	2,680	2,680	3,850	2,680	2,680	1,750
Interior concrete floors shown on Finish Sch A-612 marked F1	Included	Included	Included	Included	Included	Included 676 sf
No Spec Provided OR see 03300,2.1,G	Included	Included	Included	Included	Included	Auqaseal W-20
Caulking & Sealants	9,816	9,816	9,816	9,816	9,816	No Bid
Per Schedule in Specs	Included	Included	Included	Included	Included	----------
Windows, Doors, Walls, As Shown	Included	Included	Included	Included	Included	----------
SIT.3	(10,530)	(10,500)	(10,500)	(10,500)	(10,500)	
TOTALS	**63,636**	**70,846**	**69,996**	**76,346**	**89,036**	**0**
Recommendation:	**Amount**					
Systems WP	**63,636**					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Insulation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	Roberts Firestop	
Base Bid	26,800	36,892	30,527	26,895	See below	
Spec #: 07 2100 - Thermal Insulation	Included	Included	Included	Included	N/A	
Spec #: 07 8400 - Fire Stop and Smoke Seals	No Bid	No Bid	No Bid	No Bid	Included	
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	Included	30 days	60 days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Thermal and Blanket Insulation	Included	Included	Included	Included	No Bid	
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included	Included	----------	
R19 & 8" Batts at Int & Ext Walls	Included	Included	Included	Included	----------	
R30 at Roof (Not shown)	See below	See below	See below	See below	----------	
Walls to Receive Insulation per Wall Types A-620	Included	Included	Included	Included	----------	
Wall type A - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type B - double stud walls min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type C - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type D - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type E1 - min 3-1/2" foil-faced glass fiber batts	????	Included	Included	Included	----------	
Wall type F - Batt insulation	Included	Included	Included	Included	----------	
Wall type G - Batt insulation	Included	Included	Included	Included	----------	
Wall type H - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type I - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type K - double stud walls Int. Acoustic wall - fiberglass batt insulation	Included	Included	Included	Included	----------	
Wall type N - none shown	----------	----------	----------	----------	----------	
Wall type O - batt insulation	Included	Included	Included	Included	----------	
Rigid Insulation at PVC roofing	w/ Roofing	Included	Included	Included	----------	
Rigid Insulation at Standing Seam roofing	Excluded	Included	Included	Included	----------	
R-30 insulation at underside of standing seam roofing	7,500	Included	Included	4,965	----------	
Fire Stops and Smoke Seals	17,324	17,324	17,324	17,324	17,324	
Mineral fiber insulation fire safing, damming material, clips and closures	Included	Included	Included	Included	Included	
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included	
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Insulation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**DJ Insulation**	**Viking Insulation**	**Alcal**	**TruTeam/Masco**	**Roberts Firestop**	
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included	
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included	Included	
TOTALS	**51,624**	**54,216**	**47,851**	**49,184**	**0**	**0**
Recommendation:	**Amount**					
Alcal	**47,851**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
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
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Sheet Metal	56,198	Included	No Bid	8,600	Included	Included
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	----------	40,000	Included	40,000
Roof Plan A-131	Included	Included	----------	Included	Included	Included
Flexible Flashing and Underlayment	Included	Included	----------	Included	Included	Included
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200,2.02.K	Included	Included	----------	Included	Included	Included
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	----------	Included	Included	Included
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	----------	Included	Included	Included
Roof Details Sheet A-500:	Included	Included	----------	Included	Included	Included
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included	Included	----------	Included	Included	Included
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included	Included	----------	Included	Included	Included
Roof penetration at Ducts flashing - 5/A-500	Included	Included	----------	Included	Included	Included
Flash at Pipes penetrations - 6/A-500	Included	Included	----------	Included	Included	Included
Flash at Exhaust duct - 9/A-500	Included	Included	----------	Included	Included	Included
Flash at roof access hatch - 10/A-500	Included	Included	----------	Included	Included	Included
Flash at fascias - 5/A-501	Included	Included	----------	Included	Included	Included
Flash at upper roof exterior soffits - 6/A-501	Included	Excluded	----------	Included	Included	Included
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included	Excluded	----------	Included	Included	Included
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included	Included	----------	Included	Included	Included
Door & Window Sill/Head Flashings - 1,2/A-5120	Included	Included	----------	Included	Included	Included
Door head flashing - 10-12/A-520	Included	Included	----------	Included	Included	Included
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included	Included	----------	Included	Included	Included
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included	Included	----------	Included	Included	Included
Roof to plaster conditions	Included	Included	----------	6,400	Included	9,010
Gutters & Downspouts - None Shown	Included	Included	----------	Included	Included	Included

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**R&J SM**	**Letner**	**Commercial Roofing**	**Merit Metal Products**	**Patriot Contracting**	**Valencia Sheet Metal**
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000	10,000	----------	10,000	10,000	10,000
Connects to storm drains sytems, not shown	Included	Included	----------	Included	Included	Included
Roof Drains are internal pipes by plumber	Included	Included	----------	Included	Included	Included
Mechanical Equipment pad covers - None Shown	N/A	N/A	----------	N/A	N/A	N/A
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A	N/A	----------	N/A	N/A	N/A
Roof Hatch	7,122	Included	No Bid	Included	Included	Included
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 10&12/A-500, 30"x42" min size	Included	Included	----------	Included	Included	Included
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included	Included	----------	Included	Included	Included
Prefab Curb by MFR	Included	Included	----------	Included	Included	Included
Installed in Electrical Room 206	Included	Included	----------	Included	Included	Included
Metal Roofing	159,537	Included	202,181	84,000	Included	Included
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included	Included	Included	Included	Included	Included
Typical Standing Mtl roof detail 10/A-5010	Included	Included	Included	Included	Included	Included
MFR AEP Span, SpanLok	Included	Included	Included	Alt Prod:Metal Sales	Included	Alt Prod:Metal Sales
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included	Incl 24ga	Included	Included	Included	Included
30#lb felt underlayment over roof plywood(by others)	Included	Included	Included	Included	Included	Included
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included	Included	Included	Included	Included	Included
Flash standing seam at Fascia - 5/A-501	Included	Included	Included	Included	Included	Included
Flash Fascia 2 at standing seam 9/A-501	Included	Included	Included	Included	Included	Included
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included	Not shown	Included	Not shown	Not shown	Not shown
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included	Included	Included	Included	Included	Included
Waste Disposal	3,400	3,400	3,400	3,400	3,400	3,400
Provide Alternate Add if not in base bid	----------	14,000	Included	8,500	15,000	9,000
Wall Louvers						
As listed /shown on Mechanical	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC
	Metal Roof	Metal Roof	Metal Roof Only	Alt Metal Roof	Metal Roof	Alt Metal Roof
	SM	SM	No SM	SM	SM	SM
TOTALS	**236,257**	**195,350**	**205,581**	**160,900**	**217,570**	**175,290**
Recommendation:	**Amount**					
Merit Metal Products	**160,900**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Craig Roofing**	**Chapman Coast**				
Base Bid	See below	0				
Spec #: 07 4000 - Metal Roof Panels	Included	SM only				
	Included	w/roofing bid				
Bond Rate (if required)	Bond @ 2.5%					
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included					
Acknowledgment of RFI's 1-75 dated 6.5.17	Included					
Bid Good for 60 Days	30 Days					
Prevailing Wage	Included					
Prequalified per Oxnard School District Standards	N/A					
Attachment C Acknowledgement	N/A					
Sheet Metal	38,108	9,550				
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included					
Roof Plan A-131	Included					
Flexible Flashing and Underlayment	Included					
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200,2.02.K	Included					
MFR - WR Grace, Jiffy-Seal or equal	Included					
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included					
Roof Details Sheet A-500:	Included					
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included					
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included					
Roof penetration at Ducts flashing - 5/A-500	Included					
Flash at Pipes penetrations - 6/A-500	Included					
Flash at Exhaust duct - 9/A-500	Included					
Flash at roof access hatch - 10/A-500	Included					
Flash at fascias - 5/A-501	Included					
Flash at upper roof exterior soffits - 6/A-501	Included					
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included					
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included					
Door & Window Sill/Head Flashings - 1,2/A-5120	Included					
Door head flashing - 10-12/A-520	Included					
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included					
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included					
Roof to plaster conditions	9,000					
Gutters & Downspouts - None Shown	Included					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Craig Roofing**	**Chapman Coast**				
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000					
Connects to storm drains sytems, not shown	Included					
Roof Drains are internal pipes by plumber	Included					
Mechanical Equipment pad covers - None Shown	N/A					
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A					
Roof Hatch	Included					
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 10&12/A-500, 30"x42" min size	Included					
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included					
Prefab Curb by MFR	Included					
Installed in Electrical Room 206	Included					
Metal Roofing	218,820					
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included					
Typical Standing Mtl roof detail 10/A-5010	Included					
MFR AEP Span, SpanLok	Included					
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included					
30#lb felt underlayment over roof plywood(by others)	Included					
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included					
Flash standing seam at Fascia - 5/A-501	Included					
Flash Fascia 2 at standing seam 9/A-501	Included					
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included					
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included					
Waste Disposal						
Provide Alternate Add if not in base bid	---					
Wall Louvers	0					
As listed /shown on Mechanical	w/ HVAC					
	Metal Roof	No Metal Roof				
	SM	SM Only				
TOTALS	**275,928**	**0**	**0**	**0**	**0**	**0**
Recommendation:	**Amount**					
Merit Metal Products	**160,900**					

Bid Evaluation Report

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BUILDERS - MANAGEMENT SERVICES

Roofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Best Contracting**	**Chapman Coast**	**Commercial Roofing**	**Craig Roofing**	**Letner Roofing**	**WSP Roofing**
Base Bid	124,725	153,939	145,717	199,708	211,750	129,179
Spec #: 07 5416 - Polyvinyl Chloride (PVC) Roofing (Mechanically Attached)	Included	Included	Included	Included	Included	Included
Bond Rate (if required)		Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Bond @ 1%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 days	60 Days	60 Days	45 days	60 Days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Polyvinyl-Chloride (PVC) Roofing	Included	Included	Included	Included	Included	Included
Roof Plan A-131, Keynote 07.01 Single-Ply Roof Assembly see 1/A-500	Included	Included	Included	Included	Included	Included
MFR - Sika Sarnafil, Johns Manville, Carlisle or Equal	Sarnafil	Carlisle	Sarnafil	Included	Included	Included
BOD Sarnafil S327 FB, thermoplastic membrane w/ poly reinforcement & feltback membrane	Included	Included	Included	Included	Included	Included
Single Ply Roofing System 60 mil without fleece backing, color to be White	Included 7,000 sf	Included 6,600sf	Included	Included	Included 7,000sf	Included 7,000sf
Fully Adhered	Included	Included	Included	Included	Included	Included
Mechanically Fastened	Included	Included	Included	Included	Included	Included
R-30 Rigid isocyanurate foam Insulation w/ black mat facers	Included	Included	Included	Included	Included	Included
Tapered crickets w/ insulation	Included	Included	Included	Included	Included	Included
1/2" DensDeck Coverboard at Roof	Included	Included	Included	Included	Included	Included
Include all attachment components & flashing materials	Included	Included	Included	Included	Included	Included
Include misc flashing at pipes, corners coverstrips, termination bars	Included	Included	Included	Included	Included	Included
Include all sealants	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640
Walk Pads - Per Roofing Plans	Included	Included	Included	Included	Included	Included
Polyester reinforced, 0.096 inch weldable membrane w/ surface embossment per spec 2.07.A	Included	Included	Included	Included	Included	Included
Parapet walls to be plaster	Included	Included	Included	Included	Included	Included
Waste disposal	4,250	4,250	4,250	4,250	4,250	4,250
Warranty to be 10-yr NDL Material & Labor warranty	Included	Included	Included	Included	Included	Included
ARC.9	(4,800)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)
ARC.17	(10,280)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
TOTALS	**118,535**	**148,329**	**140,107**	**194,098**	**206,140**	**123,569**
Recommendation:	**Amount**					

Bid Evaluation Report

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Roofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing
Best Contracting	118,535					

Bid Evaluation Report

BERNARDS
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Doors, Frames & Hardware	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	
Base Bid	99,420	113,689	132,696	102,265	115,060	
Spec #: 08 1113 - Hollow Metal Doors and Frames	Included	Included	Included	Included	Included	
Spec #: 08 1416 - Flush Wood Doors	Included	Included	Included	Included	Included	
Spec #: 08 3116 - Access Panels & Frames	Included	Included	Included	Included	Included	
Spec #: 08 3613 - Sectional Doors	Included	Included	Included	Included	Included	
Spec #: 08 7100 - Door Hardware	Included	Included	Included	Included	Included	
Bond Rate (if required)	Bond @1.5%	Bond @1.5%	Bond @2.5%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	60 Days	30 days	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Hollow Metal Doors and Frames	Included	Included	Included	Included	Included	
MFR per Specs	Included	Included	Included	Included	Included	
Frame Details - A-520	Included	Included	Included	Included	Included	
New Classroom Building - 1st & 2nd fl	Included	Included	Included	Included	Included	
HM Frames ()	Included	Included	Included	Included	Included	
Type A	Included	Included	Included	Included	Included	
Type B	Included	Included	Included	Included	Included	
Type C	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	
Type D, Marker Board Sliding Door Schedule	Included	Included	Included	Included	Included	
Type E - w/ Louver	Included	Included	Included	Included	Included	
HM Doors (30)	Included	Included	Included	Included	Included	
Wood Doors (3)	Included	Included	Included	Included	Included	
Install HM Doors	Included	Included	Included	Included	Included	
Install HM Frames	Included	8,500	8,500	8,500	6,350	
Install Wood Doors	Included	Included	Included	Included	Included	
Glass for Vision Lites & Windows	3,375	3,750	3,750	3,750	3,375	
Door Hardware	Included	Included	Included	Included	Included	
Hardware per Schedule in Specs	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320	
Door Thresholds	Included	Included	Included	Included	Included	
Misc. Door Hardware - Site Gates	Included	Included	Included	Included	Included	
Storefront Doors - None Shown	Included	Included	Included	Included	Included	
Panic Hardware at Gates - per Accessibility Site Plan - G-004	Included	Included	Included	Included	Included	
Hardware at existing Gates per Gate Schedule, G-004	Included	Included	Included	Included	Included	

Bid Evaluation Report

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Doors, Frames & Hardware	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	
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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Glass & Glazing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Santa Barbara Glass**	**Center Glass**	**Coast to Coast**			
Base Bid	79,908	86,300				
Spec #: 08 5113 - Aluminum Windows	Included	Included				
Spec #: 08 7100 - Door Hardware	N/A	N/A				
Spec #: 08 8000 - Glazing	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	Included	30 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Aluminum Windows	Included	Included				
Double and Single Hung Windows	Included	Included				
Acceptable Manufacturers for Aluminum Windows	Included	Included				
Efco Series 684 & 694	Included	Series 2700				
Traco TR-9000	Included	Excluded				
Graham Series 3000/3100	Included	Excluded				
Peerless Model 4340 & 4140	Included	Excluded				
New Classroom Bldg - A-111, A-112	Included	Included				
Type A - 5' x 2'-1"	Included	Included				
Type B - 3' x 6'	Included	Included				
Type C - 5' x 6'	Included	Included				
Type D - 5' x 6'	Included	Included				
Type E - 3' x 8'	Included	Included				
Type F - 5' x 8'	Included	Included				
Type G - 5' x 6'	Included	Included				
Type H - 5' x 6'	Included	Included				
Type I - 3' x 6'	Included	Included				
Sealing and Caulking for All Window/Door Systems per Arch Details	3,775	3,775				
Glazing	Included	Included				
Glass for Vision Lites & Windows	3,750	Included				
Include SG - Safety Glazing as indicated on Window Schedule A-610, per spec 08800	Included	Included				
Include OB - Obscured Glazing as indicated on Window Schedule A-610, per spec 08800	Included	Included				
Other						
Field Testing for Water Penetration AAMA E1105, assume 6 ea	4,500	4,500				
Mock-Up	1,250	1,250				
ARC.1	24,998	25,000				
ARC.22	(4,094)	(4,000)				
TOTALS	**114,087**	**116,825**	**0**	**0**	**0**	**0**

Bid Evaluation Report

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Glass & Glazing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Santa Barbara Glass	Center Glass	Coast to Coast			
Recommendation:	Amount					
Santa Barbara Glass	114,087					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
Base Bid	See Below	See Below	See Below	Drywall Only	Plaster Only	Dywall Only
Spec #: 07 8400 - Fire Stop and Smoke Seals	Included	Included	Included	N/A	N/A	N/A
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	N/A	N/A	N/A
Spec #: 09 2200 - Cement Plastering	Included	Included	Included	N/A	Included	N/A
Spec #: 09 2900 - Gypsum Board	Included	Included	Included	Included	N/A	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	N/A	N/A	N/A
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Dyas	30 Dyas	90 Dyas	30 Dyas	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	436,210	428,681	289,224	334,700	334,700	334,700
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	Included		Included	
Keynote 09.11-Portland Cement Plaster and Metal Lath, per wall types	Included	Included	Included		Included	
Texture - Dash Bond Coat 09 2200,3.06.G	Included	Included	Included		Included	
Exterior Plaster Ceilings and Soffits per typ det 11/A-501	Included	Included	Included		Included	
Exterior Plaster at parapets 2/A-500	Included	Included	Included		Included	
Interior Plaster per specs, Include if any shown on drawings	Included	Included	Included		Included	
Foam Trim Pieces at Windows if shown to be foam	Included	Included	Included		Included	
Water resistant backing behind metal lath - 09 2200,2.01.E	Included	Included	Included		Included	
Paper Grade D, 60-min rating on wood studs without sheathing, and on plywood sheathing	Included	Included	Included		Included	
Paper Grade B, 16-hour rating on gypsum sheathing	Included	Included	Included		Included	
MFR - Fortifiber, Super Jumbo Tex,USG, Inryco or Western Metal Lath	Included	Included	Included		Included	
2-Layers Grade D Kraft Paper	Included	Included	Included		Included	
3-Coat System	Included	Included	Included		Included	
Glass Fiber Reinforcement	Included	Included	Included		Included	
Lath & Paper	Included	Included	Included		Included	
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included		Included	
Stronghold earthquake staples for metal lath at plaster ceilings & soffits 11/A-501, 16/A-502	Included	Included	Included		Included	
Expansion/Control Joints 9/A-510	Included	Included	Included		Included	
Plaster Trim	Included	Included	Included		Included	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
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 theupper window (aff. +17'-6") to line-up with window sill. Reference details 5 & 9/A-510 (RFI #14)	Included	Included	Included		Included	
All roof parapet walls (interior) and mechanical well walls to have plaster finish, typical. Ref. detail 2/A-500. (RFI #15)	Included	Included	Included		Included	
Safety walk and progressive cleanup	11,600	11,600	11,600		11,600	
Patching, Taping, Floating as Required	Included	Included	Included		Included	
All Required Caulking and Sealants at Penetrations	Included	Included	Included		Included	
Scaffolding for Own Work	90 Days	107,323	Included		Included	
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	203,565	233,312	196,876	278,790	233,555	233,555
Drywall per Wall Types Sheet - A-620	Included	Included	Included	Included		Included
This wall job is drywall over wood, no metal studs	Included	Included	Included	Included		Included
Wall type A - 1 layer ea side	Included	Included	Included	Included		Included
Wall type B - double stud walls 1 layer ea side	Included	Included	Included	Included		Included
Wall type C - shear wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type D - 1-hr wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type E1 - 1-hr wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type F - 1 layer ea side	Included	Included	Included	Included		Included
Wall type G - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Wall type H - 2 layers ea side	Included	Included	Included	Included		Included
Wall type I - 2 layers ea side (over plywood ea side by others)	Included	Included	Included	Included		Included
Wall type K - acoustic wall double wood wall, 1 layer ea side, not on int side of double wall	Included	Included	Included	Included		Included
Wall type N - int furred wall, 1 layer on one side	Included	Included	Included	Included		Included

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
Wall type O - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Drywall Ceilings per Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included		Included
See sections on sheets A-321-322 for ceiling info	Included	Included	Included	Included		Included
This ceiling job is drywall over wood, there a few areas there is metal framed ceilings?	Included	Included	Included	Included		Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included		Included
Impact resistant gypsum board below 10'-0" per Note 2 on Finish Legend A-612	5,000	5,000	Included	5,000		5,000
5/8" Drywall Horizontal & Vertical surfaces	Included	Included	Included	Included		Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included		Included
Level 1-5 Finish at Locations per Specifications Based on Paint or Wall Finish spec 09 2900,3.04.A	Level 4&2	Level 4	Level 4	Included		Included
Metal trims, joint treatments & finishing of walls ready for paint	Included	Included	Included	Included		Included
Texture & skim coats where indicated	Included	Included	Included	Included		Included
Clean-up	Included	Included	Included	Included		Included
Fire Resistant Sealants at Head and Base of Walls	Included	Included	Included	Included		Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included		Included
Installation of HM Door Frames Supplied by Others	w/ DFH	w/ DFH	w/ DFH	w/ DFH	w/ DFH	w/ DFH
Supply and Install of Access Panels 12x12	3,000	3,000	3,000	3,000	3,000	3,000
Installation of FEC Supplied by Others	1,350	1,350	1,350	1,350	1,350	1,350
Install drywall at elevator door frames after they are installed (by others)	1,500	1,500	1,500	1,500	1,500	1,500
Install ceiling at elevator room, not shown	1,000	1,000	1,000	1,000	1,000	1,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Scrapping and Disposal	6,375	6,375	6,375	6,375	6,375	6,375
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,800	10,800	10,800
Fire Stops and Smoke Seals	7,551	7,551	7,551	7,551	7,551	7,551
Mineral fiber insulation fire safing, damming material, clips and closures	Included	Included	Included	Included	Included	Included
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included	Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included	Included
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included	Included
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included	Included	Included
ARC.1	9,250	9,250	9,025	9,250	9,250	9,250
ARC.17	(10,000)	(10,000)	(10,300)	(10,000)	(10,000)	(10,000)

Bid Evaluation Report

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BUILDERS · MANAGEMENT SERVICES

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
ARC.20	(70,000)	(62,682)	(70,000)	(70,000)	(70,000)	(70,000)
ARC.20	5,000	5,000	4,945	5,000	5,000	5,000
TOTALS	**697,601**	**827,146**	**538,346**	**659,716**	**621,081**	**653,005**
Recommendation:	**Amount**					
Church and Larsen	**538,346**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Tile	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**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 RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	90 Days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included			
F3-Non-slip Ceramic Tile	Included	Included	Included			
B2-Coved Ceramic Tile Base	Included	Included	Included			
W1-Ceramic Tile Walls	Included	Included	Included			
MFR - Dal-Tile	Included	Included	Included			
DalTile Keystones 1"x1" Mosaic - Floors	Included	Included	Included			
DalTile Semi Gloss 6"x6" - Walls	Included	Included	Included			
Marble Thresholds	1,500	1,500	1,500			
Setting beds - Mortar and thinset	Included	Included	Included			
Grout - Standard, Polymer modified, or Epoxy Grout - not spelled out in spec	Std grout	Std grout	Std grout			
Add for epoxy grout	Not provided	Not provided	Add: $7,650			
Grout Sealer	4,085	Included	Included			
Waterproofing Membrane at depression - 2&3/A-510	Included	Included	Included			
Waterproofing type, 6 are listed in specs, 093013.9.2.1-2.6, which one do you have in your bid?	RedGuard	Included	RedGuard			
Wall Tile on 5/8" Cementitious Backer Board (by others) - 2&3/A-510	By Others	By Others	By Others			
Install per CTI Method W244, thinset method	Included	Included	Included			
Floor Tile on depressed concrete slab(by others) - 2&3/A-510	By Others	By Others	By Others			
Install per CTI Method F114, mudset/mortarset method	Included	Included	Included			
Locations:	Included	Included	Included			
Boys Toilet rm 110, 210	Included	Included	Included			
Boys Changing rm 111	Included	Included	Included			
Girls Toilet rms 113, 212	Included	Included	Included			
Girls Changing rm 114	Included	Included	Included			
Staff Toilet rms 112, 211	Included	Included	Included			

Bid Evaluation Report

BERNARDS
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Tile	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Stonerock Tile**	**J. Colavin & Son**	**Silverado Tile**			
Interior Elevations A-224	Included	Included	Included			
8' Ht Tile Wainscot (RFI #24)	Included	Included	Included			
Safety walk and progressive cleanup	2,320	2,320	2,320			
Include Tile Behind Lockers, Provide Alternate Deduct to Remove	Included	Included	Included			
ARC.7	(21,500)	(21,500)	(21,670)			
ARC.16	(6,000)	(6,000)	(6,240)			
ARC.18	(16,000)	(16,000)	(16,290)			
TOTALS	**63,730**	**70,530**	**51,120**	**0**	**0**	**0**
Recommendation:	**Amount**					
Silverado Tile	**51,120**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney	Prime Acoustics	Hamilton Ceiling Systems
Base Bid	41,500	53,030	42,490	35,775	36,000	43,700
Spec #: 09 5123 - Acoustical Tile Ceilings	Included	Included	Included	Included	Included	Included
Spec #: 09 8434 - Acoustical Wall Panels (from RFI #7)					Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included	Included	Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included	Included	Included
MFR - Armstrong, CerainTeed or USG	USG	Included	Included	USG	CerainTeed	CerainTeed
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	DXL 26	Included	Included	Included	Included	Included
ACT Details per A-540	Included	Included	Included	Included	Included	Included
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included	Included	Included	Included	Included
Include Compression struts per 2/A-540	Included	Included	Included	Included	Included	Included
Read and abide by all Notes on sheet	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320	2,320
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600	600	600	Included	Included
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included	Included	Included	Included	Included
Acoustical Wall Panels	34,660	34,660	34,660	34,660	24,400	34,660
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434					Included	
AWP Type 1, Keynote 10.54					Included	
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight					Included	
Tackable Wall Panels					10,000	
Finish Schedule A-612:					Included	

Bid Evaluation Report

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Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney	Prime Acoustics	Hamilton Ceiling Systems
W5-Tackboard panel over gypsum board, Keynote 10.50					Included	
Color (not listed) provide per MFR standard color pallette					Included	
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Coring, Johns Manville, Knauf or equal					Included	
Thickness of panels per Sound absorbtion coefficient requirement per tabulated values 09 8434,1.03,D					Included	
Povide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.					Included	
Include all mounting harware, 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

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BUILDERS • MANAGEMENT SERVICES

Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Ceiling Experts	Cali-USA	Nelson Adams Naco	Tech-Wall		
Base Bid	65,000	39,982	AWP Only	AWP Only		
Spec #: 09 5123 - Acoustical Tile Ceilings	N/A	Included	N/A	N/A		
	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included				
Reflected Ceiling Plans A-121 to A-122	Included	Included				
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included				
MFR - Armstrong, CerainTeed or USG	Armstrong	CerainTeed				
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included				
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included				
ACT Details per A-540	Included	Included				
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included				
Include Compression struts per 2/A-540	Included	Included				
Read and abide by all Notes on sheet	Included	Included				
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600				
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included				
0						
Acoustical Wall Panels	85,000	56,448	16,736	25,084		
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	Included	Included	Included	Included		
AWP Type 1, Keynote 10.54	Included	Included	Included	Included		
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight	Included	Included	9,000	Included		
Tackable Wall Panels	10,000	10,000	10,000	9,576		
Finish Schedule A-612:	Included	Included	Included	Included		

Bid Evaluation Report

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Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Ceiling Experts**	**Cali-USA**	**Nelson Adams Naco**	**Tech-Wall**		
W5-Tackboard panel over gypsum board, Keynote 10.50	Included	Included	Included	Included		
Color (not listed) provide per MFR standard color pallette	Included	Included	Included	Included		
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Coring, Johns Manville, Knauf or equal	Included	Included	Included	Included		
Thickness of panels per Sound absorbtion coefficient requirement per tabulated values 09 8434,1.03,D	Included	Included	Included	Included		
Povide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.	Included	Included	Included	Included		
Include all mounting harware, concealed types, individually removable	Included	Included	Included	Included		
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410	Included	Included	Included	Included		
Interior elevations at classrooms A-220	Included	Included	Included	Included		
Tackboard Floor to Ceiling see 3/A-530	Included	Included	Included	Included		
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter	Included	Included	Included	Included		
Installed directly over drywall walls	Included	Included	Included	Included		
ARC.5						
			35,736	**34,660**		
TOTALS	**160,600**	**107,030**	**0**	**0**	**0**	**0**
			AWP Only	**AWP Only**		

Recommendation:	**Amount**
Prime Acoustics	**48,320**

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Carpet & Resilient Flooring	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	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 RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Flooring						
Minor Floor Prep	Included	Included	Included	Included		
Testing for PH and Moisture	Included	Included	Included	Included		
Remediation if Applicable	Included	Included	Included	Included		
Resilient Flooring and Rubber Base	Included	Included	Included	Included		
Finish Schedule A-612, F2-Linoleum Tile, B1-4" Vinyl Resilient Base	Included	Included	Included	Included		
MFR - Forbo, Marmoleum Composititon Tile (MCT) 13"x13", 2mm thk, pattern & color by Architect	Included	Included	Included	Included		
Include all adhesives & sealants	Included	Included	Included	Included		
Heat-welding of seams with color-matched color rods	6,700	6,700	6,700	6,700		
Resilient Base - Rubber, Cove, 4", preformed inside & outside corners	Included	Included	Included	Included		
MRF - Burke/Mercer, Roppe/Pinnacle, Flexco or equal	Included	Included	Included	Included		
F2 at All Classrooms	Included	Included	Included	Included		
B1 at All Classrooms, storage, back of house rooms	Included	Included	Included	Included		
F2 MCT in Elevator Cab (not listed but include)	640	640	640	640		
Include cleaning of floors after installation per specs	Included	Included	Included	Included		
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320		
Include initial maintenance "starter kit" from manufacturer and conducted (1st time) by flooring sub spec 3.08.B	Included	Included	Included	Included		
Include protection of floors after installation per specs	Included	Included	Included	Included		
TOTALS	**69,611**	**74,220**	**86,547**	**74,786**	**0**	**0**

Recommendation:	Amount
Reliable Flooring	**69,611**

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Painting	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Prime Painting	Valley Painting
Base Bid	53,100	102,000	155,800	185,000	0	0
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included		
Spec #: 09 9000 - Paints and Coatings	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	90 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Painting and Coating						
BOD - Dunn Edwards or Equal	Included	Included	Included	Included		
Colors TBD	Included	Included	Included	Included		
Finish Schedule A-612:	Included	Included	Included	Included		
F1-Sealed Concrete	w/ waterproofing	w/ waterproofing	w/ waterproofing	w/ waterproofing		
P1-Interior Semi-Gloss Paint	Included	Included	Included	Included		
P2-Interior Gloss Paint	Included	Included	Included	Included		
P3-Clear Sealant	Included	Included	Included	Included		
(3) Top Coats and (1) Coat Primer	Included	Included	Included	Included		
Exterior Plaster Walls & Soffits - 4 coats	Included	Included	Included	Included		
Interior Walls, Soffits and Ceilings, 4 coats	Included	Included	Included	Included		
Exterior & Interior HM Door Frames, 3 coats	Included	Included	Included	Included		
Exterior & Interior HM Doors, 3 coats	Included	Included	Included	Included		
Exterior & Interior Wood Doors, 4 coats	Included	Included	Included	Included		
All Exposed Steel to be Primed with Zinc Coating to Receive Paint (RFI #38)	Included	Included	Included	Included		
Paint Steel Stair Pans, Columns, Stringers, Guardrails and Handrails (RFI #38)	Included	Included	Included	Included		
All Exposed Metal on Roof to be Galvanized per Spec, No Paint Finish (RFI #47)	Included	Included	Included	Included		
Etching galvanized guardrails, handrails & stairs prior to painting	Included	Included	Included	Included		
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included		
Shop-Primed Items	Included	Included	Included	Included		
High Performance Coating at Ext. Hand and Guardrails	Not Included	Not Included	Not Included	Not Included		
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included		
HSS Steel at Ext. exposed Columns & Beams	Included	Included	Included	Included		
Cleanup of all your work	Included	Included	Included	Included		
Touch-Up Painting Allowance	5,092	5,092	5,092	5,092		

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Painting	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Prime Painting	Valley Painting
Joint Sealant Work Allowance	2,500	2,500	2,500	2,500		
Hedge	26,800					
ARC.1	2,000	2,000	2,000	2,000		
ARC.4	10,700	11,000	11,000	11,000		
ARC.5	3,000	3,000	3,000	3,000		
ARC.17	(1,000)	(1,000)	(1,000)	(1,000)		
TOTALS	**102,192**	**124,592**	**178,392**	**207,592**	**0**	**0**
Recommendation:	**Amount**					
Vanguard	**102,192**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Building Specialties	Marshall Classroom Building	Job Number	1641
		Bid Date	6/7/2017
		Date Printed	7/27/2017

Div	Description	Amount	Recommended Subcontractor	Bids Received
10 44 00	**Fire Extinguishers & Specialties**	3,045	BL Wilcox ($3,045 Supplier)	3
	See sheet A-111 & A-112 for locations of FEC	Included	Inland Empire ($5,300)	
	1st fl Keynote 10.51 - Fire Extinguisher Cabinet Semi-Recessed, see 6&7/A-530	Included	John Pence ($4,800)	
	2nd fl Keynote 10.55 - Fire Extinguisher Cabinet Semi-Recessed, see 6&7/A-530	Included		
	1st Fl (8 ea)	Included		
	2nd Fl (1 ea)	Included		
	Provide rated cabinet at rated wall per note on 7/A-53(	Included		
	Semi Recessed FEC Max. Projection 4" (RFI #32)			
10 50 50	**Lockers**	46,600	Inland Empire	1
	Added Spec Section in RFI #9 - Section 10505 dated 5/23/2017	Included		
	See Accessible Locker Calculations on sheet A-411, total of 8	Included		
	MFR - DeBourgh Manufacturing Co. or equal	Included		
	Interior Elevations A-224, see Keynotes	Included		
	12.10 - 12"x12" triple stack locker, see 13/A-530	Included		
	12.13 - Accessible locker, see 13/A-530	Included		
	12.31 - 20"x48" Accessible Locker room bench (handwritten on bottom of keynotes legend)	Included		
	1-Tier Lockers per detail 13/A-530 - None shown	Included		
	2-Tier Lockers per detail 13/A-530 - None shown	Included		
	3-Tier Lockers per 13/A-530	Included		
	At Boys Changing Room - 1/A-411, total of 32, 3-tier	Included		
	Accessible at Boys Changing Room - 1/A-411, total of 1 ea	Included		
	At Girls Changing Room - 1/A-411, total of 32, 3-tier	Included		
	Accessible at Girls Changing Room - 1/A-411, total of 1 ea	Included		
	Include Locker base at stud wall installation per 15/A-530	Included		
	Coordinate blocking & backing w/ Framer	Included		
	At concrete slab use anchor bolts per detail 3/8" dia 3" embedment	Included		
	6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	w/ Concrete		

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Building Specialties	**Marshall Classroom Building**	**Job Number**	**1641**
		Bid Date	**6/7/2017**
		Date Printed	**7/27/2017**

Div	Description	Amount	Recommended Subcontractor	Bids Received
N/A	**Misc Site Furnishings**	0	Bernards	
	None Noted			
N/A	**Misc Equipment (TV's)**	6,000	Bernards	
	TV Wall Brackets - 1/A-531	Included		
	MFR not listed, size is 2'-5"x2'	Included		
	Furnished	by District		
	Installed	Included		
	Coordinate blockinig & backing w/ framing sub	Included		
	TV's in Classrooms	by District		
	60" Flat Screen by District	by District		
	Final hook-up, connection to Teachers computer	by District		
	Total	**55,645**		

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Visual Display Boards	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	ABC School Equipment	Nelson Adams Naco Inc.				
Base Bid	275,308	208,582	0			
Spec #: 101101	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Visual Display Boards	Included	Included				
Finish Schedule A-612:	Included	Included				
W4 - Marker Board Panel over gypsum board	Included	Included				
Interior Elevations sheets A-220 to A-223	Included	Included				
Keynote 10.52-Markerboard Surface from floor to ceiling, Standard panel size 5'x10'	Included	Included				
Keynote 12.26 - 3'-2"x10' Sliding Marker Board, see 10/A-530	Included	Included				
Keynote 12.27 - (2) 2'-8"x10' Sliding Marker Boards, see 10/A-530	Included	Included				
MFR - MooreCo, Claridge or Polyvision or Equal	Platinum Visual	Nelson Adams Naco				
There is a Marker Board Sliding Door Schedule listing all the rooms to receive them on A-610	Included	Included				
Horizontal Sliding Unit Wall System Assembly per 10/A-530	Included	Included				
Furnished AND Installed	Included	Included				
First Floor Classrooms - total of 19 each	Included	Included				
Second Floor Classrooms - total of 23 each	Included	Included				
ARC.4	(60,500)	(60,223)				
TOTALS	**214,808**	**148,359**	**0**	**0**	**0**	**0**

Recommendation:	Amount
Nelson Adams Naco Inc.	**148,359**

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Signage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**AGS**	**John Pence Bldg Spec.**	**CA Signs**	**Braille Signs, INC**		
Base Bid	6,150	10,130	11,471	15,302	0	0
Spec #: 10 1400 - Signage	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Signage	Included	Included	Included	Included		
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included		
Signage & Fire Extinguisher Plans - G-006	Included	Included	Included	Included		
Signage Details sheet - A-550	Included	Included	Included	Included		
Room Signs - 1/A-550	Included	Included	Included	Included		
Toilet room door signage - 3/A-550	Included	Included	Included	Included		
Fire Riser door signage - 5/A-550	200	Included	Included	Included		
Exit Signs - 6,7,8/A-550	Included	Included	Included	Included		
Typical Classroom I.S.A signage - 9/A-550	Included	Included	Included	Included		
Restroom Signs - Girls, Boys, Unisex, Staff - Wall & Door signage 3,11,13,14/A-550	Included	Included	Included	Included		
Fire Alarm Panel Control - 12/A550	Included	Included	Included	Included		
Electrical & Not an exit signage 15/A-550	Included	Included	Included	Included		
Maximum occupancy signage - 16/A550	Included	Included	Included	Included		
Stenciling on Rated Walls Signage - 19/A-550	w/ Drywall	w/ Drywall	w/ Drywall	w/ Drywall		
Warning sign - 20/A-550	300	Included	Included	Included		
Fire Extinguisher Signage - 6/A-530, G-006 (17 ea)	2,975	Included	2,975	Included		
Assistive Listening Signage	250	Included	Included	250		
ADA Signage	Included	Included	Included	Included		
Ext. Aluminum Letters, or Painted Bldg #(No Callouts on Elevations)	750	750	750	750		
See Spec Section for several other signs as required	Included	Included	Included	Included		
Site Signage at Fire Lane shown on Site Plan A-101	w/ Striping	w/ Striping	w/ Striping	w/ Striping		
Site Signage at Re-Striped existing parking lot shown on A-102, 104, 105	w/ Striping	w/ Striping	w/ Striping	w/ Striping		
Temporary project signage	2,000	2,000	2,000	2,000		
TOTALS	**12,625**	**12,880**	**17,196**	**18,302**	**0**	**0**
Recommendation:	**Amount**					
AGS	**12,625**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Toilet Compartments & Accessories	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh		
Base Bid	31,400	23,200	30,700	34,192		
Spec #: 10 2113.17 - Phenolic-Core Shower & Dressing Compartments	Included	Included	Included	Included		
Spec #: 10 2800 - Toilet Accessories	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	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 pallette in your bid	Formica Sparkle	Formica or Wilsonart	Black	Standard Color		
Toilet Accessories	Included	Included	Included	Included		
MFR - Bobrick or approved equal	Included	Included	Included	Included		
Interior Elevations A-224, see Keynotes	Included	Included	Included	Included		
10.03 - Tactile room name & number signage 1/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage		
10.03 - Toilet room door signage 3/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage		
10.32 - Paper towel dispenser & Waste receptacle 1/A-535	Included	Included	Included	Included		
10.33 - Surface mounted soap dispenser 1/A-5353, B-2111	Included	Included	Included	Included		
10.34 - Multi-roll toilet tissue dispenser, semi recessed 1/A-5353, B-3888	Included	Included	Included	Included		
10.36 - Grab bar - 1, 8 & 10/A-5353, B-6806 series, length per drawing	Included	Included	Included	Included		
10.37 - Seat cover dispenser 1/A-5353, B-221	Included	Included	Included	Included		
10.39 - Mirror 18"x30" 1/A-5353, B-292	Included	Included	Included	Included		
10.41 - Accessible side toilet stall 11/A-5353	Included	Included	Included	Included		
Janitor Closet Accessories	Included	Included	Included	Included		

Bid Evaluation Report

BERNARDS
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Toilet Compartments & Accessories	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Inland Empire Arch**	**YTI Enterprises**	**John Pence Bldg Spec.**	**Stumbaugh**		
Mop & Broom Holder (4 Holders) B-223 x 36"	Included	Included	Included	Included		
Not Keynoted, but listed in Spec Section:	Included	Included	Included	Included		
Hand Dryer, World Dryer Model XRA	4,200	4,200	4,200	Included		
Sanitary Napkin Disposal, Recessed B-353 or Partition Mounted B-354	Included	4,800	Included	Included		
Sanitary Napkin Dispenser, Recessed B-3706 25	1,000	1,000	1,000	1,000		
Keys at locked dispensing units, keyed aliked	Included	Included	Included	Included		
Other Potential Items:						
Backpack Hooks in Rooms	Excluded	Excluded	Excluded	Excluded		
ARC.14	(4,200)	(4,200)	(4,200)	(4,200)		
TOTALS	**32,400**	**29,000**	**31,700**	**30,992**	**0**	**0**
Recommendation:	**Amount**					
YTI Enterprises	**29,000**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Window Coverings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**A1 Quality Blinds**	**Digital Decora**	**Contract Décor**	**Diversified Window**	**Sheward & Son & Sons**	
Base Bid	10,000	15,440	16,340	21,248	27,860	
Spec #: 12 2413 - Roller Window Shades						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 Days	Included	90 Days	90 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Window Coverings	Included	Included	Included	Included	Included	
MFR - Levelor, HD, Spring	Included	Included	Included	Included	Included	
New Classroom Building	Included	Included	Included	Included	Included	
All Windows Interior and Exterior	Included	Included	Included	Included	Included	
Motor Operated (Where Shown)	Excluded	Excluded	Excluded	Excluded	Excluded	
MFR - ElectroShade by Mechoshade Systems or approved equal	Excluded	Excluded	Excluded	Excluded	Excluded	
Manual Operated at all windows	Included	Included	Included	Included	Included	
MFR - Mecho/5 by Mechoshade Systems or approved equal	Hunter Douglass	Lutron Contract	FlexShades	Included	Included	
Provide a complete operated system including fabric, mounting spline, end caps, fscia, fillers, side channels, center channels, anchors and fasteners	Included	Included	Included	Included	Included	
Fabric "AV Blackout shade my Mechoshade or equal	Included	Included	Included	Included	Included	
TOTALS	**10,000**	**15,440**	**16,340**	**21,248**	**27,860**	**0**
Recommendation:	**Amount**					
A1 Quality Blinds	**10,000**					
Alternates						
RFI #25						
Alt #1: Manual Roller Shades at Larger Sectional Doors at Classrooms	9,000	12,628	20,820	Excluded	20,820	
Alt #2: ADD for Motorized Roller Shades at Larger Sectional Doors at Classrooms	13,500	37,552	41,930	Excluded	41,930	

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Final Cleaning	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	AAA Express Janitorial	All-Pro Bldg Maintenance	Commercial Const Cleaning			
Base Bid	2,700	28,760	22,550			
Spec #: N/A	N/A	N/A	N/A			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	Included	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	Included	N/A	N/A			
Attachment C Acknowledgement	Included	N/A	N/A			
Final Construction Cleaning						
Provide all safety equipment, hard hats, gloves, eye protection & vest	Included	Included	Included			
Include all cleaning tools, ladders, mops, brooms, towels, etc.	Included	Included	Included			
Clean elevator, inside & out	500	Included	Included			
Clean interior windows & mullions	Included	Included	Included			
Clean exterior windows	3,500	Included	Included			
Clean all cabinets, counter & millwork	Included	Included	Included			
Clean inside cabinets & drawers, shelves, bookcases	1,500	Included	Included			
Clean all door frames, hardware & kick-plates	Included	Included	Included			
Wipe clean baseboards	Included	Included	Included			
Wipe clean lights & T-bar ceiling (as requried)	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 & guradrails	2,500	Included	Included			
Sweep & power wash ext bldg walks, sidwalks & harscape	3,500	Included	3,500			

Bid Evaluation Report

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BUILDERS • MANAGEMENT SERVICES

Final Cleaning	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**AAA Express Janitorial**	**All-Pro Bldg Maintenance**	**Commercial Const Cleaning**			
Prevailing Wage rates requirements	5,000	Included	Included			
T&M rate per employee			$79.80/hr			
TOTALS	**29,700**	**28,760**	**26,050**	**0**	**0**	**0**
Recommendation:	**Amount**					
Commercial Const Cleaning	**26,050**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Elevators	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Kone, Inc.**	**Republic Elevator**				
Base Bid	195,850	ALT: $89,860				
Spec #: 14 2123 - Machine-Room-Less Electric Traction Passenger Elevators	Included	No Use Hydro				
Bond Rate	Bond at	Bond at				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	60 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Elevators						
Deferred Approval - Elevator Guide Rails, G-001	Included	Included				
MFR, BOD - Kone EcoSpace Gearless Traction Elevator	Included	Twin Jack, Holeless				
Hoist Beam, Guide Rails per specs	w/ Steel	w/ Steel				
Pit ladder 13/A-561, notes states by Elev Mfr	w/ Steel	w/ Steel				
Continuous plate PL 3/16"x3" cont across hoistway 5&7/A-561	w/ Steel	w/ Steel				
Bldg 1 - New Classroom Building	Included	Included				
Elevator No. 1: 3500#, 150ft/min, 2 Stops, 2 Openings per Specs	Included	Included				
Includes all info for Elevator Details shown on sheet A-561	Included	Included				
Cab Interior Finishes - brushed SS at walls, front & doors w/ alum tube rail, ceiling translucent panels, alum threshold, floor (by others)	Included	Included				
Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see det 4/A-541 (no sheet A-541 provided)	Exclude/Qualify	Exclude/Qualify				
Make Connection Between Fire Alarm Relay and Elevator Controller	Included	Included				
Elevator Hostway Scaffolding	Included	Included				
Hoisting	Included	Included				
Textura invoice system	360	360				
ARC.10	(196,210)	89,860				
TOTALS	**0**	**90,220**	**0**	**0**	**0**	**0**

Recommendation:	**Amount**
Republic Elevator	**90,220**

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Fire Sprinklers	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire			
Base Bid	276,600	123,456	126,266			
Spec #: 21 1000 - Fire Protection	Included	Included	Included			
License Designation C-16, Fire Protection Contractor	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	60 Days	30 Days	30 days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	No	Yes	Yes			
Attachment C Acknowledgement	Included	Included	Included			
Furnish & Install Fire Sprinkler System	Included	Included	Included			
Building 1, Classroom Building per FP sheets - FP-001 to 005	Included	Included	Included			
Manufacturer - Tyco	Included	Included	Included			
Complete Wet Pipe Automatic Sprinkler System	Included	Included	Included			
UL Approved Black Steel Piping, SCH 40 w/ Cast or Ductile Iron Screwed Fittings - 2" and Smaller	Included	Included	Included			
UL Approved Black Steel Piping, SCH 40 w/ Rolled Grooved Ends, Grooved Fittings and Mechanical or Welded Outlets - 2.5" and Larger	Included	Included	Included			
Complies with NFPA 13, 2013 ED., DSA, and Local AHJ Requirements	Included	Included	Included			
POC from 6" AFF, 4x3 Flexible GRC	Included	Included	Included			
3" Fire Riser at Bldg - 1/FP-002	Included	Included	Included			
Connect 6" Underground Fire Department Connection	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
4" Double Detector Check Valve Backflow Preventer (1/FP-02)	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Standard Upright, Pendent, Sidewall Sprinklers	Included	Included	Included			
Concealed Heads in Finished Ceilings w/ Cover Plate	Included	Included	Included			
Flush Sidewall Head in Soffits	Included	Included	Included			
Brass or White Finish	Included	Included	Included			
All Underground Piping as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Piping Distribution (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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Fire Sprinklers	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Apex Fire Protection**	**J.G. Tate Fire Protection**	**Superior Fire**			
Install sprinklers in elevator shaft and elevator equip rm, not shown	2,500	2,500	2,500			
All Seismic Bracing, Hangers, Embeds as Required	Included	Included	Included			
Sleeves as Required	Included	Included	Included			
Floor Blockouts, Coring, Saw Cutting as Required	Included	Included	Included			
All Gauges, Valves, Flow and Tamper Switches	Included	Included	Included			
Valve Seals, Tags, Safety Markers, and Charts	Included	Included	Included			
Electric Bell	Included	Included	Included			
Sound and Vibration Control	Included	10,000	10,000			
Furnish Access Panels as Required	Included	Included	1,250			
Excavation and Backfill as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Fire Caulking / Sleeves / Firestopping	Included	Included	1,250			
Permits / Plan Check / Inspections / Testing / Fees	1,000	1,000	1,000			
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included	Included			
Calculations / Engineered Plans / Shop Drawings	Included	Included	2,500			
BIM Coordination	5,000	5,000	5,000			
As-Builts and Record Documents	Included	Included	Included			
Hoisting of Own Material as Required	Included	Included	Included			
Schedule and Pay for State and Local Inspections	1,500	1,500	1,500			
TOTALS	**286,600**	**143,456**	**151,266**	**0**	**0**	**0**
Recommendation:	**Amount**					
J.G. Tate Fire Protection	**143,456**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	
Base Bid	315,100	349,530	335,765	416,610	412,000	
Spec #: 22 0500 - Basic Materials and Methods	Included	Included	Included	Included	Included	
Spec #: 22 0553 - Identification	Included	Included	Included	Included	Included	
Spec #: 22 0700 - Insulation	Included	Included	Included	Included	Included	
Spec #: 22 0800 - Equipment and Systems Tests	Included	Included	Included	Included	Included	
Spec #: 22 1100 - Domestic and Industrial Water Systems	Included	Included	Included	Included	Included	
Spec #: 22 1300 - Drainage System	Included	Included	Included	Included	Included	
Spec #: 22 4000 - Plumbing Fixtures	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	30 Days	60 Days	60 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	No	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Fixtures w/ Associated Connections	Included	Included	Included	Included	Included	
Plumbing Fixtures	Included	Included	Included	Included	Included	
Water Closet, Floor-Mounted ADA (WC-1 & WC-2)	Included	Included	Included	Included	Included	
Lavatory w/ Manual Metering Faucet, Wall-Mounted ADA (L-1 & L-2)	Included	Included	Included	Included	Included	
Waterless Urinals (UR-1)	Included	Included	Included	Included	Included	
Classroom Sink w/ Manual Metering Faucet (S-1)	Included	Included	Included	Included	Included	
ADA HiLo Stainless Drinking Fountain (DF-1)	Included	Included	Included	Included	Included	
Service Sinks (SS-1)	Included	Included	Included	Included	Included	
Floor Drains (FD-1)	Included	Included	Included	Included	Included	
Hose Bibbs (HB-1)	Included	Included	Included	Included	Included	
Hose Bibbs on Landscape Drawings (RFI# 10)	2,000	2,000	2,000	2,000	2,000	
Trap Primers (TP-1)	Included	Included	Included	Included	Included	
Roof / Overflow Drains (RD-1 & OD-1)	Included	Included	Included	Included	Included	
Cleanouts	Included	Included	Included	Included	Included	
Gas Shut-Off Valves	Included	Included	Included	Included	Included	
Water Hammer Arrestors	Included	Included	Included	Included	Included	
All Fixtures Meet ADA	Included	Included	Included	Included	Included	
Commercial Grade Toilet Seats	Included	Included	Included	Included	Included	
Special Wrenches for Servicing	250	Included	Included	Included	Included	
Faucet Repair Kits	1,000	Included	Included	1,000	Included	
Furnish & Install All Plumbing Equipment w/ Associated Connections	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	
Manufacturers per P-001	Included	Included	Included	Included	Included	
Tankless Gas Water Heaters (WH-1 & WH-2)	Included	Included	Included	Included	Included	
Circulating Pump (CP-1)	Included	Included	Included	Included	Included	
Expansion Tanks (ET-1)	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Piping	Included	Included	Included	Included	Included	
Hot and Cold Water Piping	Included	Included	Included	Included	Included	
Copper Type L, Lead-Free Piping	Included	Included	Included	Included	Included	
Brass Angle Stops and White Braided Wire Supply Lines at all Fixtures	Included	Included	Included	Included	Included	
Waste and Vent Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Storm and Roof Drain Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Gas Piping	Included	Included	Included	Included	Included	
Schedule 40 Steel	Included	Included	Included	Included	Included	
Condensate Piping, HVAC	Included	Included	Included	Included	Included	
Copper Type M, Lead-Free	Included	Included	Included	Copper Type L	Included	
Connect Sewer, Storm Drain and Domestic Water Service 5' Out	Included	Included	Included	Included	Included	
Piping Insulation as Required	Included	Included	Included	Included	Included	
Temporary Water for Construction Use (Meter by Others	13,400	13,400	13,400	13,400	13,400	
Galvanize Flashings, Roof Jacks, Pipe Collars as Require	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	7,500	
BIM Coordination	10,000	17,500	10,000	10,000	10,000	
Caulking and Sealants as Required	Included	Included	Included	Included	2,500	
Fire Caulking, Sleeves, Fire Stopping as Required	Included	Included	Included	Included	Included	
Drilling, Boring, Cutting, Notching as Required	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
Supports, Anchors, Seismic Bracing as Required	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	4,642	4,642	4,642	4,642		
Vibration Isolation	Included	Included	Included	Included	Included	
Access Panels as Required, Furnish Only	Included	Included	Included	Included	Included	
All Related Trenching and Backfill to 90%	Included	Included	Included	Included	Included	
Flush, Chlorinate, Disinfect and Sterilize Domestic Wate	Included	Included	Included	Included	Included	
Haul Off Spoils Generated by Own Work	2,470	10,000	2,925	Included	20,000	
Provide and connect water line to construction trailer	3,350	3,350	3,350	3,350	3,350	
Temporary tool/stoarage bins	1,400	1,400	1,400	1,400	1,400	
Temporary Toilets	2,100	2,100	2,100	2,100	2,100	

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**City Commerical**	**HPS Mechanical**	**Moe**	**Precision Plumbing-Mechanical**	**Suttles Plumbing**	
Temporary Handwash facilities	2,100	2,100	2,100	2,100	2,100	
ARC.27	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	
TOTALS	**355,312**	**403,522**	**375,182**	**454,102**	**473,850**	**0**
Recommendation:	**Amount**					
City Commerical	**355,312**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HVAC	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Climate Control**	**J.R. Barto**	**Sheldon Mechanical**	**WR Robbins Co.**		
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	Qualify Exclude	Qualify Exclude	Qualify Exclude	Qualify Exclude		
Spec #: 23 3100 - Air Transmission and Distribution System	Included	Included	Included	Included		
Spec #: 23 8000 - Air Conditioning and Air Handling Management	Included	Included	Included	Included		
Spec #: 23 9000 - Building Management System	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	90 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	No	Yes	Yes	Yes (Chapman Air Systems, Inc.)		
Attachment C Acknowledgement	Included	Included	Included	Included		
Furnish & Install All HVAC Equipment	Included	Included	Included	Included		
Building Equipment	Included	Included	Included	Included		
Roof-Mounted Package Units w/ Spring Isolators and Curb, AC1-AC12 - Carrier	Included	Included	Included	Included		
Roof-Mounted, Exhaust Fans - Loren Cook	Included	Included	Included	Included		
Ductless Split AC Units - Mitsubishi	Included	Included	Included	Included		
Heating Ventilator Air Units - Reznor	Included	Included	Included	Included		
Factory Curbs/ Install	Included	Included	Included	Included		
Furnish & Install All Ductwork and Distribution	Included	Included	Included	Included		
Sheet Metal Lined Round Ducts	Included	Included	Included	Included		
Sheet Metal Rectangular Ducts	Included	Included	Included	Included		
Flexible Round Ducts	Included	Included	Included	Included		
Building Distribution	Included	Included	Included	Included		
Supply, Return and Exhaust Ductwork	Included	Included	Included	Included		
Ceiling Supply/Return/Exhaust Diffusers	Included	Included	Included	Included		
Supply/Return/Exhaust Air Side Grilles	Included	Included	Included	Included		
Side Wall Mounted Transfer Grilles	Included	Included	Included	Included		
Outdoor Exhaust Grilles	Included	Included	Included	Included		
Fire/Smoke Dampers	Included	Included	Included	Included		
90° Elbows at Ceiling Diffusers	Included	Included	Included	Included		
Sound Boots as Required	Included	Included	3,500	Included		
Sheet Metal Louvers	Included	Included	3,800	Included		

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

HVAC	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Climate Control**	**J.R. Barto**	**Sheldon Mechanical**	**WR Robbins Co.**		
Backdraft Dampers at Exhaust as Required	Included	Included	Included	Included		
Condensate Drain Piping - 1/M505	w/ Plumbing	w/ Plumbing	w/ Plumbing	w/ Plumbing		
22 ga galv hoods at roof ductwork per 4/M-510	10,050	10,050	10,050	20,000		
Furnish & Install HVAC Controls	Included	Included	Included	Included		
Energy Management and Building Management Control Systems (DDC)	Included	Included	Included	Included		
MFR - Alerton	Included	Included	Included	Included		
Tie-In Controls w/ Current EMS Already Serving the Existing Campus (RFI #29)	Included	Included	Included	Included		
All Low Voltage Wiring for Own Systems	Included	Included	Included	Included		
All Duct Supports, Seismic Restraints, and Bracing as Required	Included	Included	Included	Included		
HVAC Mounting - M.W. Sausse & Co, Vibrex VIC-EQ w/ Spring Mounts M-521	Included	Included	Included	Included		
All Piping and Duct Insulation as Required	Included	Included	Included	Included		
All Mechanical Piping as Shown on Plans	Included	Included	Included	Included		
Sound and Vibration Control	Included	Included	Included	Included		
Access Panels as Required - Furnish Only	Included	3,500	Included	Included		
All Required Signage and Identification Labels	Included	Included	Included	Included		
Splay Wires for HVAC Registers and Grilles as Required	w/ ACT	w/ ACT	w/ ACT	w/ ACT		
Safety walk and progressive cleanup	6,218	6,218	6,218	6,218		
Construction Filters and Final Filters	Included	Included	Included	Included		
All Sheet Metal Flashings as Required	Included	Included	Included	Included		
Firestopping at Penetrations	Included	2,000	Included	Included		
Testing and Balancing	Included	Included	Included	Included		
Duct Pressure Testing	Qualify Exclude	Qualify Exclude	Qualify Exclude	Included		
Hoisting of Own Material as Required	Included	Included	Included	Included		
BIM Coordination	6,700	6,700	6,700	6,700		
ARC.11	(56,000)	(56,000)	(56,500)	(56,000)		
ARC.24	(42,000)	(42,000)	(42,600)	(42,000)		
TOTALS	**535,057**	**475,068**	**366,968**	**374,918**	**0**	**0**
Recommendation:	**Amount**					
Sheldon Mechanical	**366,968**					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Base Bid	1,241,580	1,075,100	989,000	1,020,000	Fire Alarm Only	
Division 26 - Electrical	Included	Included	Included	Included		
Spec #: 26 0126 - Inspection Test and Acceptance	Included	Included	Included	Included		
Spec #: 26 0500 - Common Work Results for Electrical	Included	Included	Included	Included		
Spec #: 26 0513 - Basic Electrical Materials and Methods	Included	Included	Included	Included		
Spec #: 26 0519 - Low-Voltage Wires (600 Volt AC)	Included	Included	Included	Included		
Spec #: 26 0526 - Grounding and Bonding	Included	Included	Included	Included		
Spec #: 26 0533 - Raceways and Boxes Fitting and Supports	Included	Included	Included	Included		
Spec #: 26 0586 - Motors and Drives	Included	Included	Included	Included		
Spec #: 26 0800 - Electrical Systems & Commissioning	Included	Included	Included	Included		
Spec #: 26 0923 - Lighting Control Systems	Included	Included	Included	Included		
Spec #: 26 1000 - Service Entrance	Included	Included	Included	Included		
Spec #: 26 2200 - Low Voltage Transformers	Included	Included	Included	Included		
Spec #: 26 2413 - Switchboards 1000	Included	Included	Included	Included		
Spec #: 26 2416 - Panelboards and Signal Terminal Cabinets	Included	Included	Included	Included		
Spec #: 26 2419 - Motor Control Devices	Included	Included	Included	Included		
Spec #: 26 5000 - Lighting	Included	Included	Included	Included		
Spec #: 26 5200 - Emergency Power Systems	Included	Included	Included	Included		
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included		
Division 27 - Communications	Included	Included	Included	Included		
Spec #: 27 0126 - Test and Acceptance Requirements for Structured Cabling	Included	Included	Included	Included		
Spec #: 27 1013 - Structured Cabling	Included	Included	Included	Included		
Spec #: 27 4113 - Classroom Sound Enhancement System	Included	Included	Included	Included		
Spec #: 27 5116 - Public Address and Intercommunication Systems	Included	Included	Included	Included		
Spec #: 27 5313 - Clock and Program Systems	Included	Included	Included	Included		
Division 28 - Electronic Safety and Security	Included	Included	Included	Included	Included	
Spec #: 28 1600 - Intrusion Detection System	Included	Included	Included	Included		
Spec #: 28 3100 - Fire Detection and Alarm System	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 days	60 Days	60 Days	30 Days	60 Days	

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	Yes	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Furnish & Install Building Electrical	Included	Included	Included	Included		
Main Gear and Panels	Included	Included	Included	Included		
1200A WP Main Switch Board,480Y/277V, 3 Phase, 4W Panel board ("MP"/E-030)	Included	Included	Included	Included		
500KVA WP Site Transformer w/ Disconnect	Included	Included	Included	Included		
Distribution Boards	Included	Included	Included	Included		
Panel Boards	Included	Included	Included	Included		
Lighting Control Panels and Lighting Control System	Included	Included	Included	Included		
Circuit Breakers	Included	Included	Included	Included		
Transformers	Included	Included	Included	Included		
Ground Bus / Grounding Systems	Included	Included	Included	Included		
Distribution, Conduit and Wiring	Included	Included	Included	Included		
Copper Bussing and Wiring w/ Rigid Conduit	Included	Included	Included	Included		
Feeders (RFI# 26)	Included	Included	Included	Included		
Power Distribution	Included	Included	Included	Included		
Conduits & Raceways	Included	Included	Included	Included		
Lighting Switches, Conduit and Wiring	Included	Included	Included	Included		
Cable Trays	Included	Included	None Shown	None Shown		
Terminal Cabinets & Racks	Included	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included	Included		
Wiring Devices	Included	Included	Included	Included		
Switches / Disconnects	Included	Included	Included	Included		
Overcurrent Protection	Included	Included	Included	Included		
Connections to Existing Generator	2,500	2,500	2,500	2,500		
Power to Equipment	Included	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included	Included		
Power to Misc. Equipment / Motors / Devices	Included	Included	Included	Included		
Power to Electric Overhead Coiling Doors w/ Low Voltage Wiring (RFI# 62)	Included	Included	Included	Included		
Power to Building Lighting w/ Controls and Panels	Included	Included	Included	Included		
Power for Irrigation Controller (RFI#65)	Included	Included	Included	Included		
Conduit & Back Boxes Only:	Included	Included	Included	Included		
Voice / Data / CATV Systems	Included	Included	Stubs to Ceiling	Included		
Computer Network Cabling System	Included	Included	Included	Included		
Autonomous PA System	Included	Included	Included	Included		
Occupancy / Motion Sensor System	Included	Included	Included	Included		
Energy Management Systems / HVAC Controls	Included	Included	T-Stat Conduit Only	Included		

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Other Low Voltage Systems (E-001)	Included	Included	Included	Included		
Temporary Power and Lighting	42,000	42,000	39,000	42,000		
Install, Maintain, Relocate for Construction Offices	Included	Included	Included	Included		
Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included	Included		
Temp Power for Elevator Testing and Build Out	Included	Included	Included	Included		
Temp Power Spider Boxes	Included	Included	Included	Included		
Temp Light Strings	Included	Included	Included	Included		
Conduit and Wire to Jobsite Trailers	Included	Included	Included	Included		
Furnish & Install Building Low Voltage Systems	See Below	See Below	See Below	See Below	See Below	
Fire Alarm System	71,131	71,131	Included	71,131	71,131	
Complete Addressable Fire Alarm System (E-204 & E-304)	Included	Included	Included	Included	Included	
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	27,500		
MFR - Per Specs	Included	Included	Included	Included		
Computer, Monitors, and Recording Devices Complete	By Owner	By Owner	By Owner	By Owner		
Infrared Motion Detectors	Included	Included	Included	Included		
Interconnection with Door and Gate Hardware as Required	Included	Included	Included	Included		
Interconnection with Overhead Doors as Required	Included	Included	Included	Included		
Interconnection with Elevators as Required	Included	Included	Included	Included		
All Weather-Rated Enclosures	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Complete Plans / Specifications / Calculations	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Telecom / Data / CATV (E-203 & E-303)	Included	Included	Included	Included		
Telecom / CATV Back-Bone Cabling	Included	Included	Included	Included		

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
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		
Manufacturer - Per Spec (274113, 2.01)	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		
Manufacturer - Per Spec (275116, 2.01)	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 & Diplay Units	Included	Included	Included	Included		
Tuners, CD Players, Power Amplifiers, Loudspeakers Etc.	By Owner	By Owner	By Owner	By Owner		
Terminal Blocks and Cabinets	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Master Clock System	Included	Included	Included	Included		
Manufacturer - Lathem LTR8-512-M or District Approved	Included	Included	Included	Included		
Power Supplies, Backboxes, Etc.	Included	Included	Included	Included		

Bid Evaluation Report

BERNARDS
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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
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

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BUILDERS - MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Furnish / Install concrete filled steel Bollards with footings	Included	Included	Included	Included		
Dry Utilities - Power	Included	Included	Included	Included		
Secondary Conduit From New On-Site Transformer to New WP Main Switchboard (Wire by SCE) (1/E-102)	Included	Included	Included	Included		
MP-1 - (3) 3" Conduit w/ (3) 350KCM & (1) #2/0 in Each Conduit (RFI# 26)	Included	Included	Included	Included		
MP-2 - (3) 3" Conduit w/ (4) 250KCM & (1) #2/0 in Each Conduit & (2) 4" Conduit for Future Power to New Pullbox to New Building (RFI# 26)	Included	Included	Included	Included		
Power to Existing "MSB" From New 500KVA Transformer	Included	Included	Included	Included		
MP-1A - (6) 3" Conduit w/ (4) 350KCM & (1) 250KCM in Each Conduit (RFI# 26)	Included	Included	Included	Included		
New Intercept Underground Pullbox and Connection to Existing Power for "MSB"	Included	Included	Included	Included		
(4) 350KCM & (1) 250KCM Wiring in Existing "MSB" Conduits	Included	Included	Included	Included		
Stub Out (2) Different Lines of (2) 4" Conduit for Future Power from New Pullbox (E-101)	Included	Included	Included	Included		
Utility Company Primary Switch	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Utility Company Site Transformer	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Conductors: by Utility Company	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Dry Utilities - Low Voltage	Included	Included	Included	Included		
(5) 2" Conduits for Low Voltage Systems (FA, SEC, Clock, PA, Tele and Data) From Existing Building to New Pullbox to New Building (E-101)	Included	Included	Included	Included		
(4) 2" Conduits for Future Low Voltage Stubbed From Existing Building to New Pullbox (E-101)	Included	Included	Included	Included		
Stub Out (2) Different Lines of (4) 2" Conduit for Future Low Voltage from New Pullbox (E-101)	Included	Included	Included	Included		
Underground Power Distribution for Site Lighting and Site Power	Assume Existing	Assume Existing	Assume Existing	Assume Existing		
Power to PIVs, Tamper Switches, Backflows	Included	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included	Included		
Furnish & Install Lighting	Included	Included	Included	Included		
LED and Fluorescent Lighting as Shown	Included	Included	Included	Included		
Lighting Fixtures per Schedule on E-010	Included	Included	Included	Included		

Bid Evaluation Report

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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Lighting Fixtures at New Classroom Building (E-201 & E-301)	Included	Included	Included	Included		
Exit Signs	Included	Included	Included	Included		
LED Lamps	Included	Included	Included	Included		
Non-LED Lamps	Included	Included	Included	Included		
Occupancy Sensors	Included	Included	Included	Included		
Spare Parts as Required (Spec. 265000, 3.03)	Included	Included	Included	Included		
Coordination of Shipping and Installation of Fixtures	Included	Included	Included	Included		
BIM Coordination (1 per Week for 2 Months)	18,425	18,425	16,750	18,425	3,000	
Plywood Backboards	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included	Included		
Concrete base at Electrical Equipment 5/E-050	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete		
Protective Bollards 2/E-050	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals		
NEMA Enclosures, where shown	Included	Included	Included	Included		
Flashings at Penetrations	Included	Included	Included	2,000	Included	
Caulkings / Sealants	Included	Included	Included	Included	Included	
Sleeves / Fire Caulking / Firestopping, as required	Included	Included	Included	Included	Included	
Sound and Vibration control	Included	Included	Included	Included	Included	
All Block Outs, Inserts, Coring, Notching, etc.	Included	Included	Included	Included	Included	
Backfill Trenches / Bedding	Included	Included	Included	Included		
Safety walk and progressive cleanup	7,772	7,772	7,772	7,772		
All Required Signage and Identification Labels	Included	Included	Included	Included	Included	
Seismic Bracing to Meet Code	Included	Included	Included	Included	Included	
Access Panels as Required - Furnish Only	Included	5,000	3,000	4,000	1,500	
Haul Off Spoils Generated by Own Work	Included	15,000	15,000	15,000		
Electrical Permits	Included	3,000	No cost	3,000		
Disconnect & reonnect exisiting 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)		
					75,631	
TOTALS	**1,512,816**	**1,344,386**	**1,177,480**	**1,317,786**	**0**	**0**

Recommendation:	Amount
Taft Electric	**1,177,480**

Bid Evaluation Report

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BUILDERS • MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Oilfield Electric**	**Reyes & Sons**	**Taft Electric**	**Venco**	**Siemens**	
Alternates						
Add Alternate (RFI#70) - Per Spec 101400 2.07B, Provide Refuse Sign not Indicated on Lighting Fixture Schedule.			$850/ea			
Add Alternate (RFI #16) - Connect Genset w/ Power Required for Essential Equipment to run During Potential Power Outages such as Site & Parking Lot Lights, Fire Alarm Panel, Security System, and Jobsite/Trailers Related Electrical Requirements.			35,000			

Bid Evaluation Report

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BUILDERS • MANAGEMENT SERVICES

Demo & Earthwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.		
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		
			35,467	35,467		
Demolition	35,467	32,985	No Bid	No Bid		
Demolition Plan C-101, at New Building location	Included	Included	Included	Included		
Demolition Plan C-102, at Reworked Existing Parking Lot area	Included	Included	Included	Included		
Demolition Plan C-103, at New Play Area location	Included	Included	Included	Included		
Underground Utility Location, Potholing, Capping or Disconnecting Utilities	5,000	5,000	5,000	5,000		
Removal Notes:	Included	Included	Included	Included		
1 - Remove existing asphalt pavement & base, full depth	Included	Included	Included	Included		
2 - Clear, grub & remove existing turf/planter/exposed subgrade area	Included	Included	Included	Included		
3 - Remove existing shrubs, trees and roots	Included	Included	Included	Included		
4 - Remove existing catch basin	Included	Included	Included	Included		
5 - Remove Play area, including the existing play structure (Per RFI#11)	Included	1,500	Included	Included		
6 - Sawcut existing & remove existing pavement, curb or v-gutter	Included	Included	Included	Included		
7 - Remove existing curb	Included	Included	Included	Included		
8 - Remove existing utilities (identified)	Included	Included	Included	Included		
9 - Sandblast existing striping	Included	Included	Included	Included		
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape		
11 - Remove existing concrete V-gutter	Included	Included	Included	Included		
12 - Remove sign in its entirety	Included	Included	Included	Included		
30-39 - Protect-in-Place items as noted	Included	Included	Included	Included		

Bid Evaluation Report

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Demo & Earthwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.		
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 Fopundation & 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		
Overxcavate & recompact area after demo, ready for perimeter concrete curb (by others)	----------	Included	Included	Included		
Include Type 2 sub-base to 95% compaction - thickeness 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

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Demo & Earthwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Standard Demolition**	**Damar Const.**	**Leko Const.**	**Toro Ent.**		
Fine Grading for Sitework	----------	Included	Included	Included		

Export Spoils Stockpiled by Others	----------	$XX / CY	$XX / CY	$XX / CY		
Concrete Footing Spoils, Stuctural	----------	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

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Asphalt Paving & Striping	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Pavinig	Berry Engineering	B&M Contractors
Base Bid	0	35,440	See below	64,950	37,772	49,825
Spec #: 31 2316 - Excavation & Fill Paving	----------	Included	Included	Included	Included	Included
Spec #: 31 2326 - Base Course	----------	Included	Included	Included	Included	Included
Spec #: 32 0117 - Pavement Repair	Included	Included	Included	Included	Included	Included
Spec #: 32 1216 - Asphalt Paving	----------	Included	Included	Included	Included	Included
Spec #: 32 1236 - Seal for Bituminous Surfacing	Included	Included	Included	Included	Included	Included
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
AC Paving						
See Legend on C-002:	No Bid	Included	Included	Included	Included	Included
Eastside of New Building - 3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	----------	Included	Included	Included	Included	Included
Fire Lane, 4" thk (2" Class C2 & 2" Class B) AC Surfacing over 9" thk crushed aggregate base (CAB), per 1/C-702	----------	Included	15,538	Included	Included	Included
Include the Pavement-to-pavement joint detail, 4/C-702	----------	Included	Included	Included	Included	Included
Existing Parking Lot Rework, C-202	----------	Included	Included	Included	Included	Included
Sawcut and removal of existing paving (C-102)	----------	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
Remove, reinstall base & recompact subgrade if unsuitable per 32 01 17,3.02.B	----------	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	----------	Included	27,966	Included	Included	Included
Redwood Header at Grass	----------	Included	Included	Included	Included	Included
Final 2 coat Seal over new paving per specs	----------	2,850	Included	Included	Included	Included
Clean, Re-Seal, Re-Stripe existing Playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded
Striping & Signage		No Bid	No Bid	No Bid	No Bid	No Bid
Existing Parking Lot - Striping Plan C-204	9,275	8,790	10,820	10,820	10,820	10,820
Sandblast existing striping at existing lot per Demo sheet C-102	Included	Included	----------	----------	----------	----------
Installation of new work at Existing Parking Lot:	Included	Included	----------	----------	----------	----------
Standard Parking Spaces - 4" thk white lane per Caltrans Std Plan A20B, detail 27B	Included	Included	----------	----------	----------	----------
Stripe Crosshatch Areas	Included	Included	----------	----------	----------	----------

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Asphalt Paving & Striping	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Pavinig	Berry Engineering	B&M Contractors
Stripe Arrows	Included	Included	----------	----------	----------	----------
Fire Lane Curbs Red - none shown	Included	Included	----------	----------	----------	----------
Accessible Parking Spaces - see A-104	Included	Included	----------	----------	----------	----------
Concrete Wheel Stops at Accessible parking - 32 13 13, 2.01,C.1-3 & 13/A-105	Included	Included	----------	----------	----------	----------
Precast 6' length x 6" ht doweled into paving per detail	Included	Included	----------	----------	----------	----------
Signage - Accessible sign w/ Posts & footing - 1, 9/A-105	Included	Included	----------	----------	----------	----------
		Included	----------	----------	----------	----------
Existing Fire Lane road in front of new Building - FLS Plan G-003	Included	Included	----------	----------	----------	----------
Signage - Fire Access Entrance Signage w/ Post & footing - Sheet Note #5	Included	Included	----------	----------	----------	----------
Signage - New Fire Lane Sign w/ Post & footing - Sheet A-101 & 2/A105 (same as above)	Included	Included	----------	----------	----------	----------
Striping - "Where curb occurs, Paint curb Red to designate Fire Lane" - G-003	Included	Included	----------	----------	----------	----------
Striping - "Fire flush to adjacent surface, paint 'No Parking Fire Lane' w/ Red Lettering" - G-003	Included	Included	----------	----------	----------	----------
Existing Hopscotch, Foursquare, Tetherball adjacent to site RE-Striping - Allowance	1,000	1,000	----------	----------	----------	----------
Existing Main Entry into School - A-101	Included	Included	----------	----------	----------	----------
Signage - New "Tow Away" Sign w/ Post & footing - 7/A-105	Included	500	----------	----------	----------	----------
TOTALS	**0**	**48,580**	**54,324**	**75,770**	**48,592**	**60,645**
Recommendation:	**Amount**					
Onyx Paving	**48,580**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
Base Bid	176,900	267,864	135,000	See below	145,960	
Spec #: 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included	Included	
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec #: 32 1313 - Site Concrete Work	Included	Included	Included	Included	Included	
Bond Rate (if required)		Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 1%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	90 days	30 Days	30 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
On Site						
Existing Parking Lot Rework, C-202	Included	Included	Included	12,522	Included	
Sawcut and removal of existing site concrete (C-102)	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo	
Remove, reinstall base & recompact subgrade per Note 6, Det 3/C-703	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 12 - Concrete Curb per det 3/C-703	Included	Included	Included	Included	Included	
6" concrete curb w/ (2) #4 bars continuous length of curb	Included	Included	Included	Included	Included	
At New revised Accessible spaces, it is assume use of existing concrete handicap ramps at existing diagonal layout	Qualification	Qualification	Qualification	Qualification	Qualification	
Sandblasting (by demo), Re-Striping (by Striper) will be laid-out to reuse concrete ramps	by Others	by Others	by Others	by Others	by Others	
This subcontractor will install Truncated Domes at existing ramps per A-104 & det 5/A-105, 2 ea 3'x4' min	Excluded	Excluded	Excluded	Excluded	Excluded	
Truncated Domes to be Armor Tile or eqaul perr detail 6/C-703	Excluded	Excluded	Excluded	Excluded	Excluded	
Per SCE Drawings & E sheets:						
Transformer Pad - 2/E-020	Included	10,400	Included	10,400	10,400	
Install concrete-filled steel bollards 2/E-020	Included	2,000	2,000	2,000	2,000	
New Rubber Surfacing at existing playground area adjacent to new building, C-203	Included	Included	Included	22,332	Included	
Note 13 - Concrete Curb per det 9/C-702	Included	Included	Included	Included	Included	
6" wide concrete curb at perimeter of play area	Included	8,400	Included	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
4" Minimum Base course compacted & ready for rubber surfacing	3,575	3,575	3,575	3,575	3,575	
New handball walls & footings complete adjacent new playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	
Site Concrete Work at New Building:	Included	Included	Included	126,878	Included	
6" thk Concrete Pavment ove 4" crushed aggregate base (CAB), listed on legend C-002 & per 5/C-702(concrete pavement section detail)	Included	Included	Included	Included	Included	
Rebar #4 @ 18" ocew	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	
Site Control Plan C-201	Included	Included	Included	Included	Included	
Note 1 - 6" thk conc pavement over 4" CAB per 5/C-702	Included	Included	Included	Included	Included	
Note 2 - PCC Pavers & Sand Base per 1/C-703	Included	24,700	24,700	Included	Included	
Pavers MFR-None listed	Included	Included	Included	Angelus	Included	
24" wide concrete curb at perimeter of PCC Pavers	Included	2,130	2,130	Included	Included	
6" concrete Sub-Slab w/ #4@18"ocew under pavers	Included	4,940	4,940	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	
Fine Grading prior to your work	Included	Included	Excluded	Excluded	Excluded	
Note 3 - Planter area per Landscape drawings	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	
Note 4 - Regrade & resurface the turf area	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 5 - 60" Mow Strip at Perimeter of New Building - 2/C-703	Included	Included	Included	Included	Included	
New mowstrip is 12" thk Including over 4" CAB compacted to 95%	Included	Included	Included	Included	Included	
Note 6 - Seat Wall/CIP Benches per Architectural drawings, A-103	Included	Included	Included	28,728	Included	
L-Shaped 20', 4 each; Straight 10', 1 each	Included	Included	Included	Included	Included	
Detail 10 & 11/A-105 - 1'6"wide x 1'-6" ht CIP Concrete w/ rebar	Included	Included	Included	Included	Included	
Note 7 - Asphalt Pavement per 1/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 8 - Concrete Pavement to Asphalt Pavement Transition 2/C-702	Included	Included	Included	Included	Included	
Note 9 - New Pavement to existing Pavement Joint - 4/C-702	Included	Included	Included	Included	Included	
Note 10 - AC Pavement thickness transition - 7/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 11 - Stairs per Architectural drawings	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	
6/A-105 - Typical CIP stair nosing - extruded aluminum contrasting strip nosing - NO CIP Stairs shown	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	
Note 12 - Concrete Curb 3/C-703	Included	Included	Included	Included	Included	

Bid Evaluation Report

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Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
Note 13 - Rubber Mat Curb - 9/C-702	Included	NEED	Included	Included	Included	
Note 14 - Gravity Wall - 7/C-703	Included	Included	Included	Included	Included	
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete	
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	w/ CIP Concrete	(30,000)	w/ CIP Concrete	Excluded	Excluded	
6/S-401 - 1'-0" thk wall, 1'-6" above grade	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete	
Note 16 - Not Used	----------	----------	----------	----------	----------	
Note 17 - Rubber Mat per Architectural drawings	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	
Base for all Site Concrete Paving	Included	Included	Included	Included	Included	
Reinforcing Steel for All Work	Included	12,025	12,025	12,025	12,025	
Control and Expansion Joints / Sealants	Included	Included	Included	Included	Included	
Washout Bins	Included	2,500	2,500	Included	2,500	
Mock-Ups	Included, if reqd	6,000	6,000	5,575	6,000	
SIT.1	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	
SIT.2	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	
SIT.4	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	
SIT.7	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)	
TOTALS	**147,475**	**281,534**	**159,870**	**191,035**	**149,460**	**0**
Recommendation:	**Amount**					
B&M Contractors	**147,475**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Playfield Equipment	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Miracle Playground Equipment / Central Coast Playgrounds**	**Dave Bang Associaties / Miracle Playground**	**SpectraTurf / Miracle Playground**			
Base Bid	See below	See below	See below			
Spec #: 11 6800 - Playfield Equipment and Structures (Not Provided)	Included	Included	Included			
Spec #: 02 88 00 - Playfield Equipment and Structures (RFI#11 Response)	Included	Included	Included			
Bond Rate (if required)	N/A	Not provided	Bond at 1.5%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	90 Days	30 days				
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Playfield Equipment & Structures - Miracle Playgrounds	0	37,210	37,210			
Furnish Modular Units complete FOB Jobsite	Included	Included	Included			
Unloading equipment at jobsite	Included	600	600			
Custom Playground by Miracle Recreation Equipment	Included	Included	Included			
Product spec & cut sheets in RFI#11	Included	Included	Included			
Separate price for Installation:	Included	Included	Included			
Include excavation, layout installation of footings	Included	Included	Included			
Sub provided by Miracle, Central Coast Playgrounds	Included	Included	Included			
Excavate, haul spoils, place embed, install rebar(is this reqd?), place concrete, cleanup	Included	Included	Included			
Footing X: 18" dia x 24" deep	0	8,050	8,050			
Footing Y: 12" dia x 18" deep	0	5,250	5,250			
Footing Z: 20" dia x 42" deep	0	500	500			
Uncrate, separate, install all parts, dispose of empty boxes	0	3,500	3,500			
Playfield Rubber Matting						
Furnish & install complete playground surface as MFR by PlayMax or equal	----------	45,416	42,471			
Demolition Plan C-103, at New Play Area location, remove existing AC Paving	----------	w/ Demo	w/ Demo			
Overxcavate & recompact area after demo	----------	w/ Grading	w/ Grading			

Bid Evaluation Report

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BUILDERS - MANAGEMENT SERVICES

Playfield Equipment	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Miracle Playground Equipment / Central Coast Playgrounds**	**Dave Bang Associaties / Miracle Playground**	**SpectraTurf / Miracle Playground**			
Type 2 sub-base to 95% compaction - thickeness 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

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BUILDERS • MANAGEMENT SERVICES

Landscape & Irrigation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy	Plowboy	Venco Western
Base Bid	29,418	30,500	24,320	46,800	39,600	36,068
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	Included
Drawings: Planting & Irrigation Specs are also Listed on Sheet L-4	Included	Included	Included	Included	Included	Included
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Landscaping & Irrigation:	Included	Included	Included	Included	Included	Included
Demolition Plan C-101, at New Building location	Included	Included	Included	Included	Included	Included
Removal Notes:	Included	Included	Included	Included	Included	Included
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	2,500	2,500	2,500	2,500	2,500	2,500
At New Building per Site Control Plan C-201 & L-1	Included	Included	Included	Included	Included	Included
Note 3 - Planter area per Landscape drawings	Included	Included	Included	Included	Included	Included
Irrigation inside the CIP Planters - L-1	Included	Included	Included	Included	Included	Included
Include tapping into existing mainline for new lines	5,000	5,000	5,000	5,000	5,000	5,000
Sawcut & remove AC paving & put back for access to mainline tap-in	3,000	3,000	3,000	3,000	3,000	3,000
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	Included
Include sleeving as required	Included	Included	Included	Included	Included	Included
New Automatic Controller Assembly - Irritrol, 10/L-3	Included	Included	Included	Included	Included	Included
Include Rain Shut-off Sensor	Included	Included	Included	Included	Included	Included
Include remote control valves & gate valves, 1 & 5/L-3	Included	Included	Included	Included	Included	Included
Include quick couplers, 2/L-3	Included	Included	Included	Included	Included	Included
Include pop-up shrub heads, 4/L-3	Included	Included	Included	Included	Included	Included
Electrical to controller	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical
Landscaping inside the CIP Planters - L-2	Included	Included	Included	Included	Included	Included
Trees - 24" box, including Staking per 3/L-3	Included	Included	Included	Included	Included	Included
Shrubs - 1 & 5 gallon	Included	Included	Included	Included	Included	Included
Vines - 15 gallon	Included	Included	Included	Included	Included	Included
Ground Cover	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640
90 Day Maintenance	Included	Included	Included	Included	Included	Included

Bid Evaluation Report

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Landscape & Irrigation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Advanced Land. 2000**	**Cascade Sprinklers**	**Dufau Landscape**	**Hardy**	**Plowboy**	**Venco Western**
(1) Year Warranty	Included	Included	Included	Included	Included	Included
Spoils Removal	200	200	200	200	200	200
Move-Ins (2)	1,500	1,500	1,500	1,500	1,500	1,500
Existing Parking Lot Rework, C-202	5,000	5,000	5,000	5,000	5,000	5,000
Removal & reinstallation of Irrigation at Demoed areas	Included	Included	Included	Included	Included	Included
Removal & reinstallation of Planting at Demoed areas	Included	Included	Included	Included	Included	Included
Existing Grass Field	35,185	35,185	35,185	35,185	35,185	35,185
Modify existing Irrigation at grass playfield for trailer/laydown area	Included	Included	Included	Included	Included	Included
Geofabric over the grass, rock surface as base during operations	Included	Included	Included	Included	Included	Included
Removal of rock & geofabric at project completion	Included	Included	Included	Included	Included	Included
Regrade, fine grade ready for new grass at laydown area	Included	Included	Included	Included	Included	Included
Rework & start-up existing Irrigation heads	Included	Included	Included	Included	Included	Included
Reinstallation of Grass Planting, hydroseed, at laydown area	Included	Included	Included	Included	Included	Included
TOTALS	**86,443**	**87,525**	**81,345**	**103,825**	**96,625**	**93,093**
Recommendation:	**Amount**					
Dufau Landscape	**81,345**					

Bid Evaluation Report

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BUILDERS • MANAGEMENT SERVICES

Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Suttles Plumbing	Toro Ent.
Base Bid	217,229	See below	200,390	See below	245,000	
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included	Included	
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec #: 33 1100 - Site Water Distribution Utilities	Included	Included	Included	Included	Included	
Spec #: 33 3000 - Site Sanitary Sewer Utilities	Included	Included	Included	Included	Included	
Spec #: 33 4000 - Storm Drainage Utilities	Included	Included	Included	Included	Included	
Bond Rate (if required)	Not listed	Not listed	Not listed	Not listed	Bond @1.44%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 days	30 days	30 days	30 days	30 days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Site Utilities	Included	Included	Included	Included	Included	
Utility Location (C Below)	2,500	2,500	2,500	2,500	2,500	
Cutting and Capping of Existing Utilities	Included	Included	Included	Included	Included	
Layout and Trenching	Included	Included	Included	Included	Included	
Sawcuting & removal of surface for New Utilities	3,584	3,584	3,584	3,584	3,584	
Traffic Control	Included	Included	Included	Included	Included	
Traffic Rated Trench Plates	Included	Included	Included	Included	Included	
Temp Asphalt Patching	2,048	2,048	2,048	2,048	2,048	
Excavation Spoils Stockpile	Included	Included	Included	Included	Included	
Pressure Test and Flush System	Included	Included	Included	Included	Included	
Sewer	Included	75,865	Included	21,452	Included	
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 20 - Install SDR-353 Sanitary Sewer line per 4/C-701	Included	Included	Included	Included	Included	
Note 21 - Connect to bldg sanitary sewer	Included	Included	Included	Included	Included	
Note 22 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 23 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	
Note 24 - Connect to onsite main line per 2/C-701	Included	Included	Included	Included	Included	
Note 25 - House connection perr APWA Std Plan 222-2	Included	Included	Included	Included	Included	
Storm Drain	Included	173,320	Included	143,618	Included	
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 1 - Install SDR-35 storm drain line per 4/C-701	Included	Included	Included	Included	Included	
Note 2 - Construct 12"x12" catch basin per 6/C-701	Included	Included	Included	Included	Included	
Note 3 - Connect to existing onsite main line per 2/C-701	Included	Included	Included	Included	Included	

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Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Suttles Plumbing	Toro Ent.
Note 4 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	
Note 5 - Install Atrium grate NDS 1280 & catch basin 1200 or equal	Included	Included	Included	Included	Included	
Note 6 - Connect to on-site main line per 2/C-702	Included	Included	Included	Included	Included	
Note 7 - Connect to bldg storm drain lline	Included	Included	Included	Included	Included	
Note 8 - Install SDR-21 storm drain line per 4/C-701	Included	Included	Included	Included	Included	
Note 9 - Install French Drain per 2/C-704	Included	Included	Included	Included	Included	
Other: Trench Drain concrete basin per 4/S-400A	Included	Included	Included	Included	Included	
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402	Included	Included	Included	Included	Included	
Water	Included	64,295	Included	33,353	Included	
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 30 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 31 - Install 4" Double Check Detector Backflow Preventer Assembly with Fire Department Connection per 3/C-701, Ames 3000 SS OS&Y w/ Tamper Switches connected to Fire Alarm	Included	Included	Included	Included	Included	
Note 32 - Install AWWA C900 PVC pressure Class 200 Water line per 4/C-701	Included	Included	Included	Included	Included	
Note 33 - Install concrete thrust block per 4/C-703	Included	Included	Included	Included	Included	
Note 34 - Connect to bldg Fire Water connection	Included	Included	Included	Included	Included	
Note 35 - Connect to building Domestic Water connection	Included	Included	Included	Included	Included	
Note 36 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 37 - Install Gate valve per 5/C-701	Included	Included	Included	Included	Included	
Note 38 - Fire Department Connection per 1/C-704	Included	Included	Included	Included	Included	
Note 39 - Connect to onsite main water line	Included	Included	Included	Included	Included	
Includes:	Included	Included	Included	Included	Included	
Sawcuting for New Utilities	Included	Included	Included	Included	Included	
Excavation, compact bottom, sand shading, install pipe, backfill, compaction of trench	Included	Included	Included	Included	Included	
Base Pave Trenches	Included	Included	Included	Included	Included	
Overlay trench with new AC Paving section	Included	Included	Included	Included	Included	
Lane Closure/Traffic Control	Included	Included	Included	Included	Included	
Water Line for Irrigation inside the CIP Planters - L-1 (not clearly indicated on C sheets)	2,500	2,500	2,500	2,500	2,500	
Include tapping into existing mainline for new lines	Included	Included	Included	Included	Included	
Sawcut & remove AC paving & put back for access to mainline tap-in	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**BSN Construction**	**J. Vega Engineering**	**HPS Mechanical**	**Sam Hill & Sons**	**Suttles Plumbing**	**Toro Ent.**
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	
Other:						
FDC Bollards & Footings (include if not shown)	1,000	1,000	1,000	1,000	1,000	
POC Flanged into FS min 24" aff room by this sub - 1/FP-02	Included	Included	Included	Included	Included	
Gas						
NOT SHOWN on Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Gas Lines per Plumbing Sheets	Included	Included	Included	Included	Included	
Connect to existing Gas Line onsite - Not Shown	See Allowance	See Allowance	See Allowance	See Allowance	See Allowance	
TOTALS	**228,861**	**325,112**	**212,022**	**210,055**	**256,632**	**0**
Recommendation:	**Amount**					
Sam Hill & Sons	**210,055**					

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Change Order No. 010 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/CFW)

Change Order No. 010 addresses District-requested scope additions to enhance the educational program of the Marshall New Classroom Building. COR No. 115 will improve the functionality by adding an acoustical wall at the performance arts classroom. COR No. 125 addresses the installation of an additional door to better accommodate the physical education program and improve functionality. Change Order No. 010 provides for the Board's ratification of the following two (2) COR's:

- COR No. 115 - Add Acoustical Wall
- COR No. 125 - Additional Door at Girls Restroom

FISCAL IMPACT:

Four Thousand Six Hundred Twelve Dollars and No Cents ($4,612.00) to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 Six-month update.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #010 for Master Agreement #17-117 with Bernards.

ADDITIONAL MATERIALS:

Attached: **Change Order No. 010 (2 Pages)**
COR 115 - Add Acoustical Wall (8 Pages)
COR 125 - Girls Toilet Door Addition (80 Pages)
Construction Services Agreement #17-117 - Bernards (115 Pages)

CHANGE ORDER

Date: 8/21/2019 **CHANGE ORDER 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., Ste B
Marina del Rey, CA 90292

CONTRACTOR:
Bernards
555 First Street
San Fernando, CA 91340
Attn: Mr. Rick Fochtman

Architects Proj. No.: 1534.01
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116806

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM..... **$ 8,994,236.00**

NET CHANGE - ALL PREVIOUS CHANGE ORDERS (1-9)..... $ 351,975.00

ADJUSTED CONTRACT SUM.....**$ 9,346,211.00**

NET CHANGE - **..$ 4,612.00**

Total Change Orders to Date: 010.....$ 356,587.00

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 010... .....**$ 9,350,823.00**

Commencement Date: .....August 28, 2017
Original Completion Date: .....October 31, 2018
Original Contract Time: .....429 Calendar Days
Time Extension for all Previous Change Orders: .....Zero Calendar Days
Time Extension for this Change Order: .....Zero Days
Adjusted Completion Date: .....October 31, 2018

Percentage .....(3.96%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR No. 115- Add Acoustical Wall		$ 1,203.00		
2.	COR No. 125- Girls Toilet Door Addition		$ 3,409.00		
3.					
4.					
5.					
6.					
	Totals		$4,612.00		

Total Change Order No. 010 …….. $4,612.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____ **DATE:** _____

CONTRACTOR: _____ **DATE:** _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____ **DATE:** _____

_____ **DATE:** _____

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:** _____

ASST. SUPT./PURCHASING DIRECTOR: _____ **DATE:** _____

DSA APPROVAL **DATE:** _____

BERNARDS
BUILDERS • MANAGEMENT SERVICES

1041

CHANGE ORDER REQUEST

COR No. 115 R0

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 1/4/2019

DESCRIPTION OF WORK

Bulletin 9 - add (2) acoustical walls between 207 and 208

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Bulletin 9 - add (2) acoustical walls between 207 and 208	JF Construction Corp	1,521
Bulletin 9 - add (2) acoustical walls between 207 and 208	Church and Larsen Inc	-447
	Subtotal:	1,074
Contractual Costs		
Sub Default Insurance		18
CCIP		19
Bond		13
Fee		79
	Subtotal:	129
	Total Change Order Request Amount	**1,203**

APPROVAL

(Please note that if this Change Order Request is not approved by 1/18/2019, additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

CHURCH AND LARSEN, INC.
LATH, PLASTER, AND DRYWALL

1042

12/5/2018

CONTRACTOR: **BERNARD BROS., INC.**
ATTENTION: **REBECCA MILLER/SAHITHYA MAVILLAPALLI**
JOB NAME: **MARSHALL ELEMENTARY SCHOOL**
REF./DESC.: **C & L QUOTE: BULLETIN #9**

BULLETIN #9, MODIFY WALL BETWEEN ROOMS 107 AND 109, ELIMINATE 2ND LAYER OF DRYWALL.

COST CHANGE PROPOSAL:	2										
Labor:	Lath/Carpenter Foreman	00.0	00.0	00.0	@	$ 83.43	$ 113.03	$ 142.65	$	-
	Lath/Carpenter Journeyman	-04.0	00.0	00.0	@	$ 79.42	$ 107.02	$ 134.61	$	(317.68)
	Plaster Foreman	00.0	00.0	00.0	@	$ 77.02	$ 102.18	$ 127.34	$	-
	Plaster Journeyman	00.0	00.0	00.0	@	$ 74.35	$ 98.16	$ 121.99	$	-
	Plaster Tender	00.0	00.0	00.0	@	$ 73.47	$ 96.92	$ 120.37	$	-
	Tape Foreman	00.0	00.0	00.0	@	$ 74.18	$ 97.95	$ 121.85	$	-
	Tape Journeyman	00.0	00.0	00.0	@	$ 71.88	$ 94.33	$ 116.90	$	-
	Trucking (Man & Truck)	00.0	00.0	00.0	@	$ 75.00	$ 100.00	$ 120.00	$	-
	Superintendent	00.0	00.0	00.0	@	$ 75.00	$ 100.00	$ 120.00	$	-
Material:	-	00.0	EA		@			$ -	$	-
	-	00.0	EA		@			$ -	$	-
	5/8" X Drywall 4x12	-08.0	Shts		@			$ 16.20	$	(129.60)
	-	00.0	EA		@			$ -	$	-
	-	00.0	EA		@			$ -	$	-
	-	00.0	EA		@			$ -	$	-
	-	00.0	EA		@			$ -	$	-
	-	00.0	EA		@			$ -	$	-
	-	00.0	EA		@			$ -	$	-
	-	00.0	EA		@			$ -	$	-
	-	00.0	EA		@			$ -	$	-
	-	00.0	EA		@			$ -	$	-
	-	00.0	EA		@			$ -	$	-
RENTAL(TAPING TOOLS)		00.0	EA		@			$ 2.84	$	-
MISC. MATERIAL & EQUIPMENT		00.0	EA		@			$ -	$	-
STOCKING		00.0	EA		@			$ -	$	-
SUBCONTRACTOR		00.0	EA		@			$ -	$	-
SUBSISTEN/HOUSING/TRAVEL		00.0	EA		@			$ -	$	-
			LABOR TOTAL						$	(317.68)
			MATERIAL TOTAL						$	(129.60)
			SUBCONTRACTOR ***Includes 5% MU Above						$	-
			MARKUP						$	-
			SUBTOTAL						$	(447.28)
			TOTAL ADD						$	(447.28)
			BOND					0.00%	$	-
			TOTAL						$	(447.28)
			TOTAL ADD / DEDUCT						$	(447.00)

Respectfully Submitted,
CHURCH & LARSEN, INC.

Robert J. Laube
Estimator/Project Manager

JOB # 1806 **This quote expires 30 days from issue date.**

The above prices and specifications of this change are satisfactory and we agree to pay these charges pursuant to our subcontract agreement.

Authorized Signature

ADDITIONAL CREW DAYS FOR SCHEDULE

FRAME/LATH/DRYWALL	-00.1
TAPE	00.0
PLASTER	00.0
TOTAL	-00.1

CHURCH AND LARSEN, INC.
LATH, PLASTER, AND DRYWALL

1043

3/12/2018

CONTRACTOR: BERNARD BROS., INC.
ATTENTION: REBECCA MILLER/SAHITHYA MAVILLAPALLI
JOB NAME: MARSHALL ELEMENTARY SCHOOL
REF./DESC.: C & L QUOTE:

COST CHANGE PROPOSAL:	MASTER			CCIP LABOR RATES					
Labor:	Lath/Carpenter Foreman	00.0	00.0	00.0 @	$ 83.43	$ 113.03	$ 142.65	$	-
	Lath/Carpenter Journeyman	00.0	00.0	00.0 @	$ 79.42	$ 107.02	$ 134.61	$	-
	Plaster Foreman	00.0	00.0	00.0 @	$ 77.02	$ 102.18	$ 127.34	$	-
	Plaster Journeyman	00.0	00.0	00.0 @	$ 74.35	$ 98.16	$ 121.99	$	-
	Plaster Tender	00.0	00.0	00.0 @	$ 73.47	$ 96.92	$ 120.37	$	-
	Tape Foreman	00.0	00.0	00.0 @	$ 74.18	$ 97.95	$ 121.85	$	-
	Tape Journeyman	00.0	00.0	00.0 @	$ 71.88	$ 94.33	$ 116.90	$	-
	Trucking (Man & Truck)	00.0	00.0	00.0 @	$ 75.00	$ 100.00	$ 120.00	$	-
	Superintendent	00.0	00.0	00.0 @	$ 75.00	$ 100.00	$ 120.00	$	-
Material:	-	00.0	EA	@			$ -	$	-
	-	00.0	EA	@			$ -	$	-
	-	00.0	EA	@			$ -	$	-
	-	00.0	EA	@			$ -	$	-
	-	00.0	EA	@			$ -	$	-
	-	00.0	EA	@			$ -	$	-
	-	00.0	EA	@			$ -	$	-
	-	00.0	EA	@			$ -	$	-
	-	00.0	EA	@			$ -	$	-
	-	00.0	EA	@			$ -	$	-
	-	00.0	EA	@			$ -	$	-
	-	00.0	EA	@			$ -	$	-
	-	00.0	EA	@			$ -	$	-
	-	00.0	EA	@			$ -	$	-
	-	00.0	EA	@			$ -	$	-
	RENTAL(TAPING TOOLS)	00.0	EA	@			$ 2.84	$	-
	MISC. MATERIAL & EQUIPMENT	00.0	EA	@			$ -	$	-
	STOCKING	00.0	EA	@			$ -	$	-
	SUBCONTRACTOR	00.0	EA	@			$ -	$	-
	SUBSISTEN/HOUSING/TRAVEL	00.0	EA	@			$ -	$	-
				LABOR TOTAL				$	-
				MATERIAL TOTAL				$	-
				SUBCONTRACTOR ***Includes 5% MU Above				$	-
				MARKUP			15.00%	$	-
				SUBTOTAL				$	-
				TOTAL ADD				$	-
				BOND			0.00%	$	-
				TOTAL				$	-
							TOTAL ADD / DEDUCT	$	-

Respectfully Submitted,
CHURCH & LARSEN, INC.

Robert J. Laube
Estimator/Project Manager

JOB # 1806 **This quote expires 30 days from issue date.**

The above prices and specifications of this change are satisfactory and we agree to pay these charges pursuant to our subcontract agreement.

Authorized Signature

ADDITIONAL CREW DAYS FOR SCHEDULE

FRAME/LATH/DRYWALL	00.0
TAPE	00.0
PLASTER	00.0
TOTAL	00.0

16103 Arrowhead Rd., Irwindale, California 91702-3223 Phone (626) 292-8741 License #463467 FAX (626) 292-1975

JfCONSTRUCTION CORP LIC #791180

1459 THOUSAND OAKS BLVD H4, THOUSAND OAKS, CA
(805)-496-9255 (805)-497-8334

1044

Date: 12-18-18

Project: MARSHALL CLASSROOM

Subject: Rough Carpentry

Sub-Contractor: **J F Construction Corporation**

CHANGE ORDER JFC #68

DESCRIPTION:

Provide / installation of two accoustical walls between Rooms 207 and 208 per Bulletin 009

DESCRIPTION ADDED WORK	LABOR			MATERIAL				EQUIPMENT			
	HRS	RATE	SUB-TOT	QTY	UNIT	U/P	SUB-TOT	QTY	UNIT	U/P	SUB-TOT
2X4 #2 DF				466	LIN	.68	$ 316.88				
FOREMAN LABOR	1	$ 81.00	$ 81.00								
LABOR	12	$ 78.00	$ 936.00								
TOTAL			$ 1,017.00				$ 316.88				
SALES TAX							$ 27.92				
						TOTAL	$ 344.80				

SUB TOTAL ADDITION BEFORE MARK-UP

SUBTOTAL			$ 1,361.80
SUBCONTRACTORS 15 %			$ 198.42
(X) COST ( ) CREDIT			
TOTAL			**$ 1,521.22**

GENERAL CONTRACTOR: ACCEPTED BY:

Signature

L BERNARDS

HOURLY LABOR COST RATES

Sub/Contractor: JS Construction Corp
Date: 2/14/2018
Project: Marshall E.S.
Rate Effective Through: July 1, 2018

Trade: Rough Carpentry
Classification: 6105

Union : [X] Non Union: [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 42.41	$ 63.62	$ 84.82
	Vacation & Holiday Accrual	$ 6.19	$ 6.19	$ 6.19
	Hourly Taxable Wage Costs Subtotal	$ 48.60	$ 69.81	$ 91.01
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 3.01	$ 4.32	$ 5.64
	Medicare	$ 0.70	$ 1.01	$ 1.32
	FUI	$ 0.29	$ 0.42	$ 0.55
	SUI	$ 3.01	$ 4.32	$ 5.64
	Workers Compensation Insurance	$ 8.97	$ 8.97	$ 8.97
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	$ 15.98	$ 19.04	$ 22.12
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.50	$ 7.50	$ 7.50
	Pension & Retirement (or equivalent)	$ 4.91	$ 4.91	$ 4.91
	Training (or equivalent)	$ 1.01	$ 1.01	$ 1.01
	Hourly Benefits Subtotal	$ 13.42	$ 13.42	$ 13.42
	TOTAL HOURLY LABOR COST RATE (A+B+C)	$ 78.00	$ 102.27	$ 126.55

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BULLETIN #009

To:	Jennifer Maclaac CFW	Project Name:	Marshall Elementary School New Classroom Building
Cc:	Carl Magnus, Bernards Michael Rosenberg, IOR	Project Number:	1534.01
From:	Jose Arche CSDA Design Group	Subject:	Acoustical Wall
Date:	Nov. 14, 2018	DSA A#:	03-116806

Description:

Modify the wall type between Rooms 107 & 109. Provide 2X4 wood furred wall with 1-layer of gyp. Bd. Wall to be full height. Refer to the attached sketch for location and framing detail

Revised Drawings:

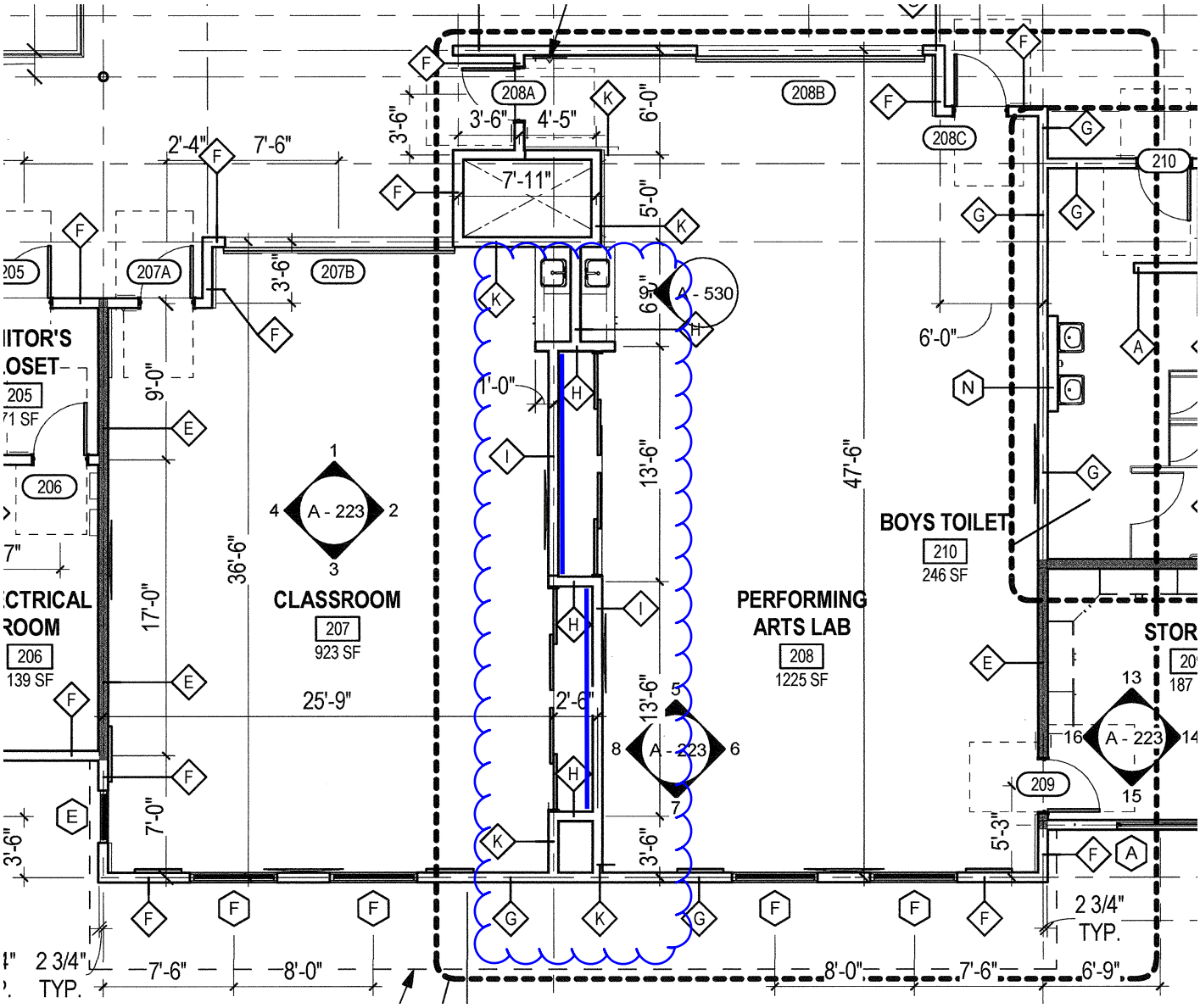
ACTION REQUIRED:

- ☐ This is a no cost or time change to the scope of work.
- ☐ Provide itemized breakdown of costs/credits for approval by the District.
- ☒ Proceed with the work as directed above.
- ☐ Proceed as directed below.
- ☐ No Action required.

PREPARED BY: Jose R. Arche

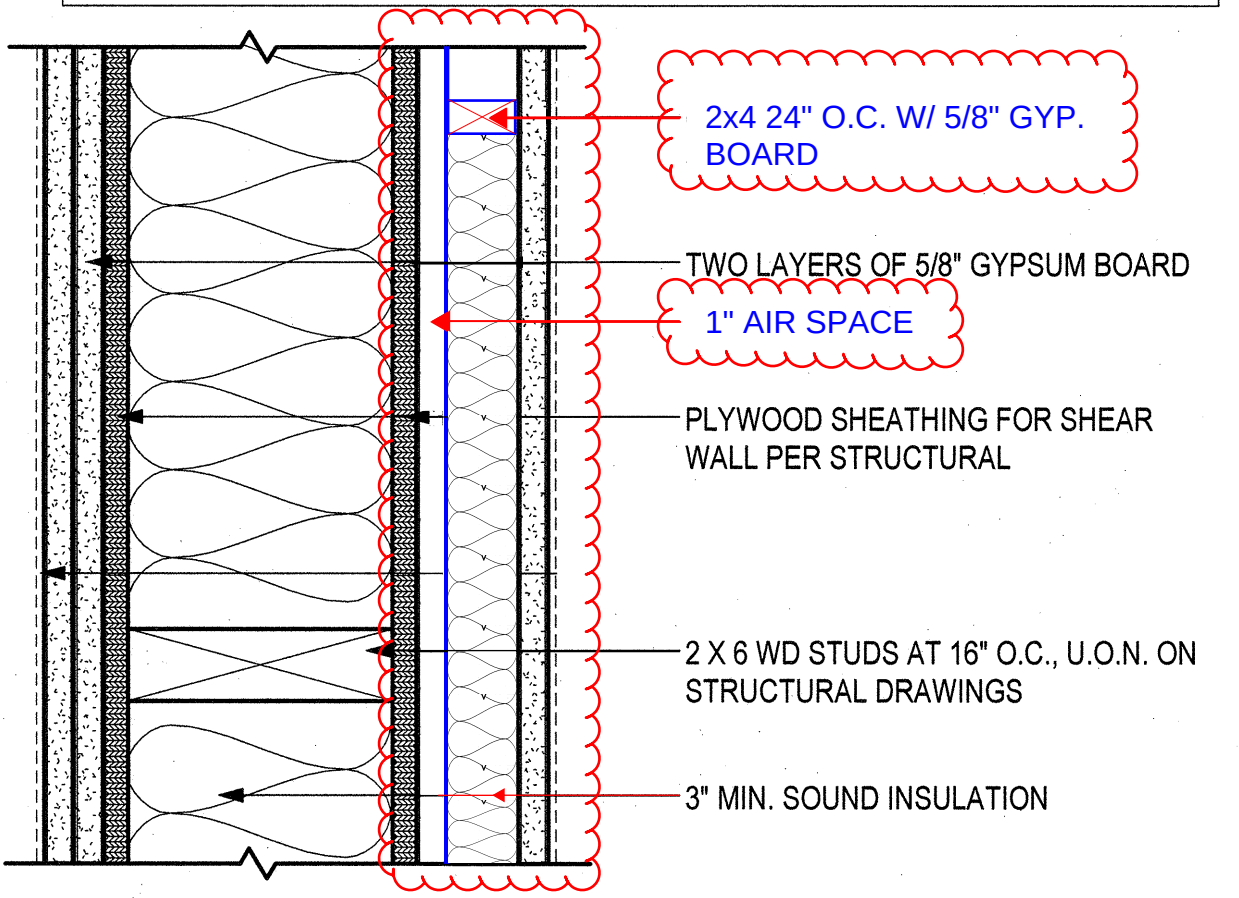
889 N. Douglas St. Suite 100 El Segundo, CA 90245 310.821.9200 www.csdadesigngroup.com

San Francisco • Los Angeles



REFERENCE TO BULLETIN #9, SHEET A-112

NOTE:
1. WALL TYPE USED AT BOTH SINGLE & DOUBLE SIDED SHEAR WALLS, CONFIRM WITH STRUCT. DRAWINGS LOCATION & SIDE OF PLYWD SHEATHING.
2. WHERE PLYWOOD SHEATHING FOR SHEAR WALL NOT REQUIRED BY STRUCTURAL, PROVIDE EXT. SHEATHING TO MAINTAIN LEVEL FINISH & THICKNESS OF WALL ALONG CONTINUOUS LENGTH OF WALL. ALIGN FACE OF FINISH



INT. SHEAR WALL TYPE I PLAN

3" = 1'-0"

I

REFERENCE TO BULLETIN #9, SHEET A-620

BERNARDS
BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 125 R0

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 3/13/2019

DESCRIPTION OF WORK

CCD 23 Bulletin 6

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
CCD 23 Bulletin 6 - Screen wall	Vista Steel Co	1,023
CCD 23 Bulletin 6 - Column	C. A. Buchen Corp	1,281
CCD 23 Bulletin 6 - new door	JF Construction Corp	839
CCD 23 - District request a change in program the entry to the girls toilet 113 is being relocated to the east side. The entry area to girls toiled is being converted to a PE office. Access to the girls toilet room still be within the POT as per the DSA approved CD. Exterior screen wall is added to entry, structural frame per attached details SSK's and Calculation.		
	Subtotal:	3,143
Contractual Costs		
Sub Default Insurance		37
CCIP		40
Bond		27
Fee		162
	Subtotal:	266
	Total Change Order Request Amount:	**3,409**

APPROVAL

(Please note that if this Change Order Request is not approved by 3/27/2019, additional costs and schedule impacts may result.)

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

1049

JfCONSTRUCTION CORP LIC #791180

1459 THOUSAND OAKS BLVD H4, THOUSAND OAKS, CA

(805)-496-9255 (805)-497-8334

1050

Date: 2-28-19

Project: Marshall Classroom

Subject: Rough Carpentry

Sub-Contractor: **J F Construction Corporation**

CHANGE ORDER JFC #85

DESCRIPTION:

Provide / installation of new door opening per CCD 23 and Bulletin 6

DESCRIPTION	LABOR			MATERIAL				EQUIPMENT			
ADDED WORK	HRS	RATE	SUB-TOT	QTY	UNIT	U/P	SUB-TOT	QTY	UNIT	U/P	SUB-TOT
6x8 #1 DF KD				8	LIN	13.2	$ 105.60				
2X6 #1 DF KD				64	LIN	.95	$ 60.80				
FOREMAN LABOR	1	$ 81.00	$ 81.00								
LABOR	6	$ 78.00	$ 468.00								
TOTAL			$ 549.00				$ 166.40				
SALES TAX							$ 13.73				
						TOTAL	$ 180.13				

SUB TOTAL ADDITION BEFORE MARK-UP

SUBTOTAL			$ 729.13
SUBCONTRACTORS 15 %			$ 109.37
(X) COST ( ) CREDIT			
	TOTAL		**$ 838.50**

GENERAL CONTRACTOR: ACCEPTED BY:

Signature

Time and Material Reports JFC#82

1051

J.F. Construction Corporation	Date: 2.21.19	Day: THRUS
Project: MARSHALL ELEMENTARY SCHOOL OXNARD		
Extra work performed today:	Weather: Sunny CLOUDY	
FINISHED DOOR OPENING LINE #20 EXTERIOR OF BLDG. IN LIEU OF WINDOW 1ST FLOOR.	Employees	

Names		Union	Hours
EDDIE	RAMIREZ	1	
FERNANDO	GONZALEZ	1	

WVZ COMPLETED

CCD 23 / BULLETIN 06 RE-WORK OF RESTROOMS PER CCD to allow for Coaches office

Verification of Time Only
Subject to the Terms and Conditions of the Subcontract Agreement
By: WVZ
Signature: [signature]
Print Name
Date: 02-22-19

Extra Lumber, Hardware Count and Equipment used:

CCD 23

Note that the work requested to perform per an RFI, CCD, EOR or IIR deviates from the original plans and are therefore considered additional work to the contract. A representative of Bernard Bros. is required to acknowledge this work prior to JFC commencement of such work per contract documents.

[signature] 02-22-19

General Contractor | Owner

JFC has completed said work on this T&M ticket and the material and hours have been reviewed and are accurate.

[signature] 02-22-19

General Contractor | Owner

Time + material Verified
CFW to determine Merit
[signature] 2/22/19

Time and Material Reports

1052

J.F. Construction Corporation	Date: 2-20-19	Day: WED
Project: Marshall Elementary School Oxnard		
Extra work performed today:	Weather: Sunny	

ADD NEW DOOR OPENING IN LINE #19 IN LIEU OF WINDOW. CONC. CUT OUT BY OTHERS

Employees

Names		Union	Hours
Greg	Schoemaker	1	
Fernando	Contreras	2	
Eddie	Ramirez	2	

CCD 23 Bulletin #06
RFI Tracking RF Work

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: [illegible]
Signature: [illegible]
Print Name:
Date: 02-22-19

NEW Door location for Girls R.R.

Extra Lumber, Hardware Count and Equipment used:

1-6x8x8'-0" DF #1 SYS KD.
4-2x6x8'-0" DF #1 SYS KD
NAIL.

CCD 23 Bulletin 06

Note that the work requested to perform per an RFI, CCD, EOR or IIR deviates from the original plans and are therefore considered additional work to the contract. A representative of Bernard Bros. is required to acknowledge this work prior to JFC commencement of such work per contract documents.

[illegible]

General Contractor | Owner

JFC has completed said work on this T&M ticket and the material and hours have been reviewed and are accurate.

General Contractor | Owner

CCD 23 Bulletin #006

Time + Material Verified
CFW to determine Merit.
[illegible] 2/22/19

BERNARDS

HOURLY LABOR COST RATES

Sub/Contractor: JR Construction Corp
Date: 2/14/2018
Project: Marshall E.S.
Rate Effective Through: July 1, 2018

Trade: Rough Carpentry
Classification: 5100

Union : [X] Non Union: [ ]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 42.41	$ 63.62	$ 84.82
	Vacation & Holiday Accrual	$ 6.19	$ 6.19	$ 6.19
	Hourly Taxable Wage Costs Subtotal	$ 48.60	$ 69.81	$ 91.01
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 3.01	$ 4.32	$ 5.64
	Medicare	$ 0.70	$ 1.01	$ 1.32
	FUI	$ 0.29	$ 0.42	$ 0.55
	SUI	$ 3.01	$ 4.32	$ 5.64
	Workers Compensation Insurance	$ 8.97	$ 8.97	$ 8.97
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	$ 15.98	$ 19.04	$ 22.12
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 7.50	$ 7.50	$ 7.50
	Pension & Retirement (or equivalent)	$ 4.91	$ 4.91	$ 4.91
	Training (or equivalent)	$ 1.01	$ 1.01	$ 1.01
	Hourly Benefits Subtotal	$ 13.42	$ 13.42	$ 13.42
	TOTAL HOURLY LABOR COST RATE (A+B+C)	$ 78.00	$ 102.27	$ 126.55

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

T14.05.30

rev. 8/7/06

C.A. Buchen Corp.

Change Order Backup

To: Bernards Builders

Attn: Rebecca Miller

Regarding project:
Marshal E.S

Job#: SE-A190
Date:

Request for change order # 39

Per CCD 023 Bulletin 006: Fabricate and deliver 1-End column HSS 5x5x1/4x11'-7 1/2" with studs and angle bracket FOB job site with STD primer. Used old column 120C2 for material.

1		***Project coordination***	2	hr @	$ 80.00			$160
2		***Field measure***		hr @	$ 80.00			$0
3		***Detailing***	3	hr @	$ 80.00			$240
4		***Foreman Standard***		hr @	$ 94.80			$0
5		***Foreman Overtime***		hr @	$ 124.15			$0
6		***Journeyman Standard***		hr @	$ 89.61			$0
7		***Journeyman Overtime***			$ 116.36			$0
8		***Shop labor***	4	hr @	$ 86.80			$347
9	***Materials:***	# PL/HSS			$ 0.75	/lb		$0
10		# Simpson			$ 0.75	/lb		$0
11		Angle			$ 0.75			$2
12		M. Channel			$ 1.00			$0
13		***Galvanizing***		Lb	$ 1.00	/lb		$0
14		***Primer***			$ -			$5
15	***Buy outs:***	Studs	18		$ 2.00			$36
16		Casters			$ -			$0
17		Lags			$ -			$0
18		Deck			$ -			$0
19		Mesh Panels			$ -			$0
20		***Delivery&Pickup***	1	round trip	$ 320.00			$320
21		***Semi Delivery***		round trip	$1,100.00			$0
22		***Crane***		hr @	$ -	varies		$0
23		***Crane in/out***			$ -	vary per crane size		$0
24		***Man lift***		day @	$ -	varies		$0
25		***8K - Fork lift***		day @	$ 300.00	plus delivery		$0
26	***Field equip:***	*Stick weld*		hr @	$ 20.00	(250cc)		$0
27		*Innershield*		hr @	$ 25.00	(300- 400cc)		$0
28		*F.P. inshield*		hr @	$ 25.00	(650cc)		$0
29		*Snap off gun*		hr @	$ 80.00			$0
30		*Working field truck w/tools*		hr @	$ 25.00	Field equip & Rigging		$0
31		*Air compressor*		day @	$ 100.00			$0
32		*Burning outfit*		hr @	$ 15.00			$0
33		*Special equipment*		hr @	$ 9.00	Air-arc		$0
34		*Special equipment*		day @	$ 70.00	Fire blanket shield		$0
							Subtotal	$1,110
		Tax on materials & galvanizing (9.5%)						$4
		Profit & Overhead			15%			$167
							Total this change order	**$1,281**

FIELD IRONWORKERS LABOR RATES (STRUCTURAL STEEL)
thru 12/31/18

CLASSIFICATION: FOREMAN *6/25/2018*
EFFECTIVE Jul 1, 2018 thru Dec 31, 2018

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
WAGE RATES	41.80	62.70	83.60
VACATION	4.55	4.55	4.55
SUBTOTAL BASIC RATES	**46.350**	**67.250**	**88.150**
PAYROLL TAXES			
FICA (6.2%)	2.87	4.17	5.47
MEDICARE (1.45%)	0.67	0.98	1.28
FUTA (.60%)	0.28	0.40	0.53
SUTA (6.20%)	2.87	4.17	5.47
ETT (0%)	0.00	0.00	0.00
SUBTOTAL PAYROLL TAXES (14.45%)	**6.70**	**9.72**	**12.74**
WORKMEN'S COMP (19%)	8.62	12.51	16.40
GENERAL LIABILITY (8%)	3.28	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	2.91	2.91	2.91
MISC	0.405	0.405	0.405
SUBTOTAL BENEFITS (65%)	**26.905**	**26.905**	**26.905**
ACTUAL COST PER LABOR HOUR	**91.85**	**121.02**	**150.27**

Note: All equipment will be charged at standard rental rates + 15%

FIELD IRONWORKERS LABOR RATES (STRUCTURAL STEEL)
thru 12/31/18

CLASSIFICATION: JOURNEYMAN *6/25/2018*
EFFECTIVE Jul 1, 2018 thru Dec 31, 2018

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
WAGE RATES	38.00	57.00	76.00
VACATION	4.55	4.55	4.55
SUBTOTAL BASIC RATES	**42.550**	**61.550**	**80.550**
PAYROLL TAXES			
FICA (6.2%)	2.64	3.82	4.99
MEDICARE (1.45%)	0.62	0.89	1.17
FUTA (.60%)	0.26	0.37	0.48
SUTA (6.20%)	2.64	3.82	4.99
ETT (0%)	0.00	0.00	0.00
SUBTOTAL PAYROLL TAXES (14.45%)	**6.15**	**8.89**	**11.64**
WORKMEN'S COMP (19%)	7.91	11.45	14.98
GENERAL LIABILITY (8%)	3.28	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	2.91	2.91	2.91
MISC	0.405	0.405	0.405
SUBTOTAL BENEFITS (65%)	**26.905**	**26.905**	**26.905**
ACTUAL COST PER LABOR HOUR	**86.80**	**113.44**	**140.16**

Note: All equipment will be charged at standard rental rates + 15%

VISTA Steel Company

August 31, 2018

BERNARDS BUILDERS MGT
555 FIRST STREET
SAN FERNANDO, CA 91340

Project: MARSHALL NEW CLASSROOM

Re: **VT1804**
CC#14

Gentlemen,

Following is the description and breakdown for the above referenced additional charge:

CC# 14 **Added Screen Wall and Pole FTG**

	QTY	UOM		
Fabricated material	230	LBS	$	218.50
Detailing	3.00	HRS	$	255.00
Cartage	1.00	HRS	$	85.00
Installation	4	HRS	$	331.28
Premium Time		HRS	$	-
Subsistance		DAYS	$	-
Accessories		LS	$	-
SUBTOTAL			$	889.78
Overhead 15%			$	133.47
SUBTOTAL			$	1,023.25
Profit			$	-
TOTAL			**$**	**1,023**

This change will appear and become due with your next invoice. If this change is the responsibility of the owner we request that you process it immediately.

Respectfully submitted,

***VISTA* Steel Company**

Iqbal Toor

Iqbal Toor
Contract Administrator

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	VISTA STEEL COMPANY	**Trade:**	REINFORCING STEEL
Date:	11/17/2017	**Classification:**	C-50
Project:	MARSHALL ELEMENTARY		
Rate Effective Through:	7/20/2017	**Union :** [X]	**Non Union:** [ ]

	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	$ 2.70	$ 4.05	$ 5.40
Medicare	$ .64	$ .96	$ 1.28
FUI	$ .79	$ 1.20	$ 1.58
SUI	$ 2.70	$ 4.05	$ 5.40
Workers Compensation Insurance	$ 3.97	$ 3.97	$ 3.97
General Liability Insurance (If Applicable)	$	$	$
Hourly Payroll Tax & Insurance Subtotal	$ 10.80	$ 14.23	$ 17.63
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 9.55	$ 9.55	$ 9.55
Pension & Retirement (or equivalent)	$ 15.53	$ 15.53	$ 15.53
Training (or equivalent)	$ 1.34	$ 1.34	$ 1.34
Hourly Benefits Subtotal	$ 26.42	$ 26.42	$ 26.42
TOTAL HOURLY LABOR COST RATE (A+B+C)	$ 80.82	$ 104.05	$127.25

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

DSA **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: Marshall Elementary School New Classroom Building	DSA App. #: 03 - 116806

APPLICANT

CCD Cat. ☒ A / ☐ B, #: 023	Date Submitted: 09/11/18	Attached Pages?: ☐ No ☒ Yes (26 pages)
For CCD Cat. B, this is a ☐ voluntary submittal, ☐ 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
☐ 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: 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 this project.

Brief description of construction change (attach additional sheets if needed):

District request a change in program, the entry to the girls toilet 113 is being relocate to the east side. The entry area to the girls toilet is being converted to a P.E. Office. Access to the girls toilet room still be with-in the POT as per the DSA approved CD. Exterior screen wall is added to the entry, structural frame per attached details SSK's & Calculation

List of DSA approved drawings affected by this CCD: A-111,A-112,A-121,a-224,A-411,S-211, & S-212.

DSA USE ONLY

SSS A.W. Date 4.19.18 (Approved) / Disapproved / Not Req'd

FLS E.B. Date 5.17.18 (Approved) / Disapproved / Not Req'd

ACS N.N. Date 9.13.18 (Approved) / Disapproved / Not Req'd

Remarks _____

For business office use only

Date Sent _____

Return By _____

Delivery Method _____

DSA Stamp

DSA

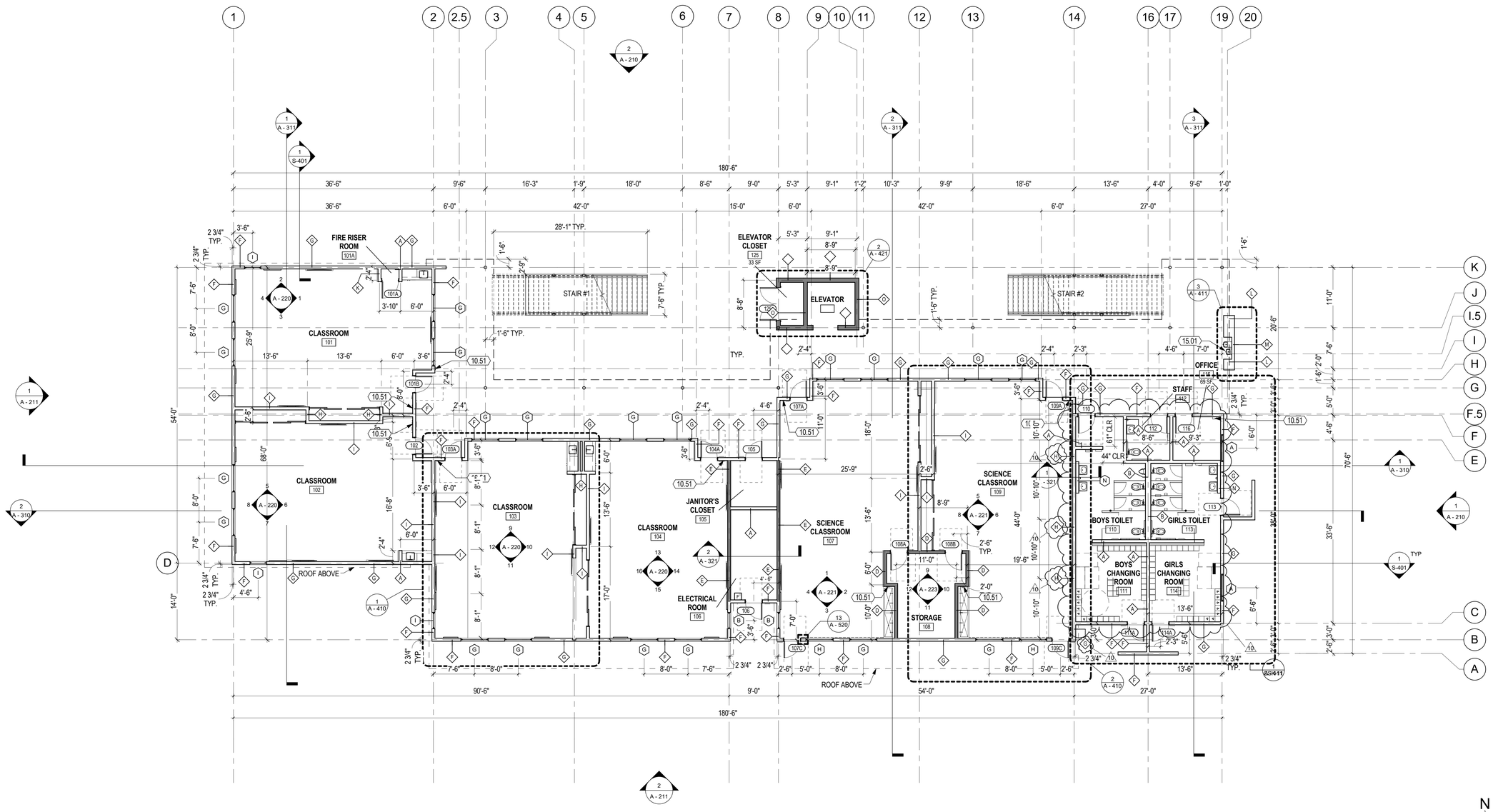
APPROVED

DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

DATE 09/13/2018

Nasser Niktab, DSA

1059



FIRST FLOOR PLAN 1
1/8" = 1'-0"

N

KEYNOTES

10.51	FIRE EXTINGUISHER CABINET SEMI-RECESSED, SEE DETAILS 6 & 7/A-530
15.01	ACCESSIBLE HI-LOW DRINKING FOUNTAIN, WALL MOUNTED, SEE 17/A-535

ACOUSTICAL NOTES

1. FLOOR & CEILING FINISHES TO BE REVIEWED BY ARCHITECT.
2. TO ACHIEVE ICC 45 CRITERION, A RESILIENT UNDERLAYMENT WILL BE NEEDED UNDER THE FINISH FLOORING AT THE SECOND FLOOR. SEE ACOUSTICAL SPEC. SECTION.
3. INTERIOR WALLS TO MEET THE ACOUSTICAL STC 45 CRITERION FOR DEMISING WALLS BETWEEN LEARNING LABS. SEE ACOUSTICAL SPEC. SECTION.

LEGEND

- WOOD STUD WALL
- WOOD STUD WALL - 1 HR. FIRE RATED
- (A) WALL TYPE, SEE SHEET A-620
- (D) WINDOW TYPE, SEE SHEET A-610
- (101) DOOR #, SEE SHEET A-610

SHEET NOTES

1. FINISH FLOOR ELEVATION SHALL BE 0'-0" @ THE GROUND FLOOR & 14'-0" @ THE SECOND FLOOR, U.O.N.
2. DIMENSIONS TO WALLS / WALL OPENINGS ARE TO CENTERLINE OF STUD, U.O.N.
3. FOR EXTERIOR & INTERIOR WALL TYPES SEE A-620.
4. S.S.D. FOR ADDITIONAL COLUMN & SHEAR WALL LOCATIONS.
5. SEE ENLARGED PLANS FOR ADDITIONAL DIMS. & INFORMATION.

CSDA DESIGN GROUP

4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
310.821.9200

www.csdadesigngroup.com

STAMP:

LICENSED ARCHITECT
MICHAEL R. SCHOEN
No. C-35345
RENEWAL DATE FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

DSA
APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser Nikteh, DSA

EDUCATE • INSPIRE • EMPOWER
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OXNARD SCHOOL DISTRICT Est. 1873

PROJECT OWNER:
OXNARD SCHOOL DISTRICT

1051 S. A Street
OXNARD, CA 93030
805.487.3918

www.oxnardsd.org

PROJECT NAME:
MARSHALL NEW CLASSROOM BUILDING

2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:

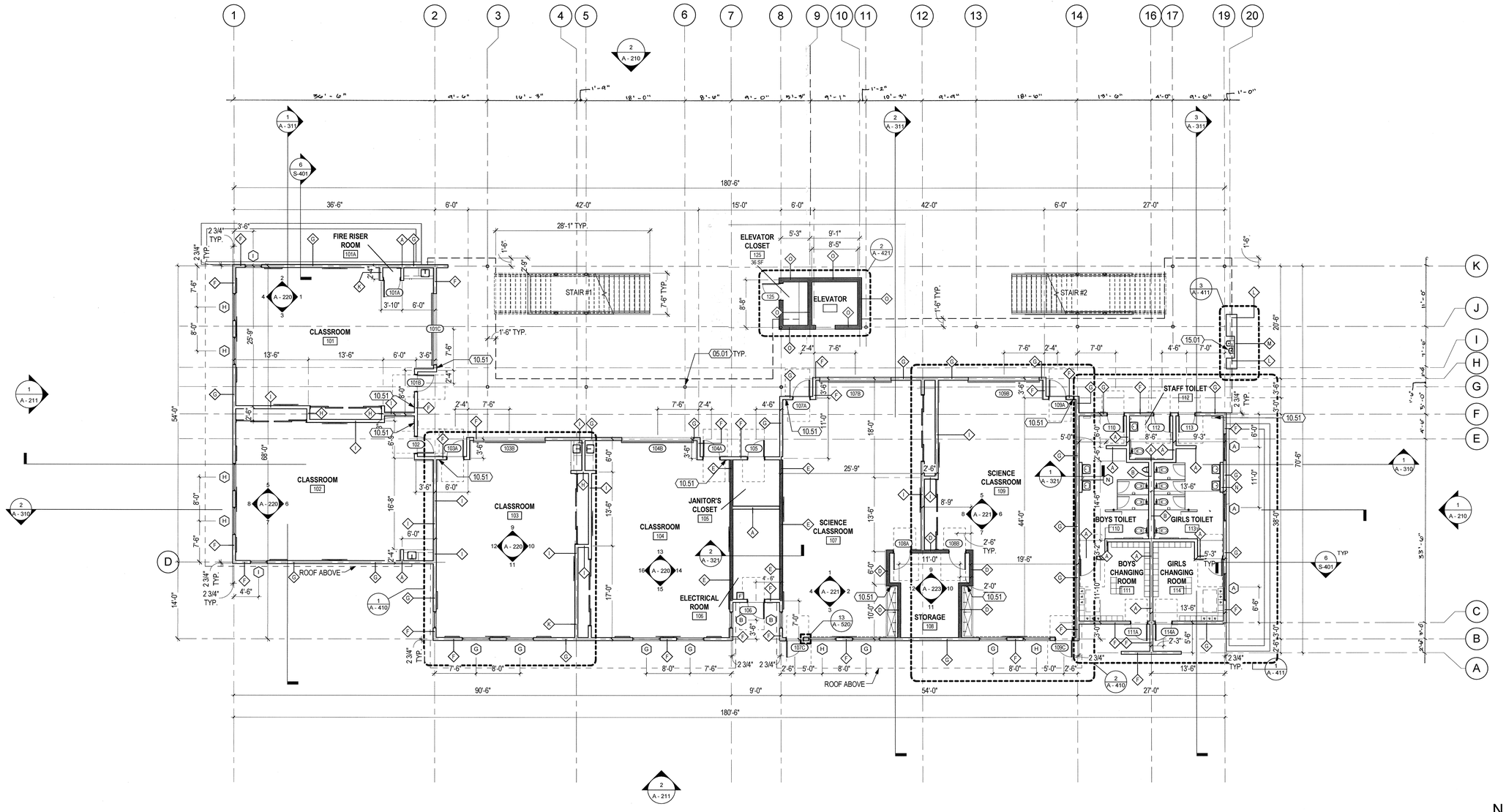
NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/2015
2	100% CD	01/08/2016
3	DSA SUBMITTAL	01/28/2016
7	DSA BACKCHECK	02/03/2017
10	CCD 23 R2	07/31/2018

ORIGINAL SCALE: 0" 1" 2"

PROJECT NO.: 1534.01

SHEET TITLE:
FIRST FLOOR PLAN

SHEET NO.:
A - 111
1060



FIRST FLOOR PLAN (1)
1/8" = 1'-0"

N

KEYNOTES

05.01	STRUCTURAL COLUMN, S.S.D. TYPICAL
10.51	FIRE EXTINGUISHER CABINET SEMI-RECESSED, SEE DETAILS 6 & 7/A-530
15.01	ACCESSIBLE HI-LOW DRINKING FOUNTAIN, WALL MOUNTED, SEE 17/A-535

ACOUSTICAL NOTES

1. FLOOR & CEILING FINISHES TO BE REVIEWED BY ARCHITECT.
2. TO ACHIEVE ICC 45 CRITERION, A RESILIENT UNDERLAYMENT WILL BE NEEDED UNDER THE FINISH FLOORING AT THE SECOND FLOOR. SEE ACOUSTICAL SPEC. SECTION.
3. INTERIOR WALLS TO MEET THE ACOUSTICAL STC 45 CRITERION FOR DEMISING WALLS BETWEEN LEARNING LABS. SEE ACOUSTICAL SPEC. SECTION.

LEGEND

- WOOD STUD WALL
- WOOD STUD WALL - 1 HR. FIRE RATED
- (A) WALL TYPE, SEE SHEET A-620
- (D) WINDOW TYPE, SEE SHEET A-610
- (101) DOOR #, SEE SHEET A-610

SHEET NOTES

1. FINISH FLOOR ELEVATION SHALL BE 0'-0" @ THE GROUND FLOOR & 14'-0" @ THE SECOND FLOOR, U.O.N.
2. DIMENSIONS TO WALLS / WALL OPENINGS ARE TO CENTERLINE OF STUD, U.O.N.
3. FOR EXTERIOR & INTERIOR WALL TYPES SEE A-620.
4. S.S.D. FOR ADDITIONAL COLUMN & SHEAR WALL LOCATIONS.
5. SEE ENLARGED PLANS FOR ADDITIONAL DIMS. & INFORMATION.

FOR REFERENCE ONLY

CSDA | DESIGN GROUP

4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
310.821.9200

www.csdadesigngroup.com

STAMP:

LICENSED ARCHITECT
MICHAEL R. SCHOEN
No/C-35345
RENEWAL DATE
FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
03-116806
FEB 17 2017

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OXNARD SCHOOL DISTRICT Est. 1873

PROJECT OWNER:
OXNARD SCHOOL DISTRICT

1051 S. A Street
OXNARD, CA 93030
805.487.3918

www.oxnardsd.org

PROJECT NAME:
MARSHALL NEW CLASSROOM BUILDING

2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:

NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	01/08/16
3	DSA SUBMITTAL	01/28/16
7	DSA BACKCHECK	02/03/17

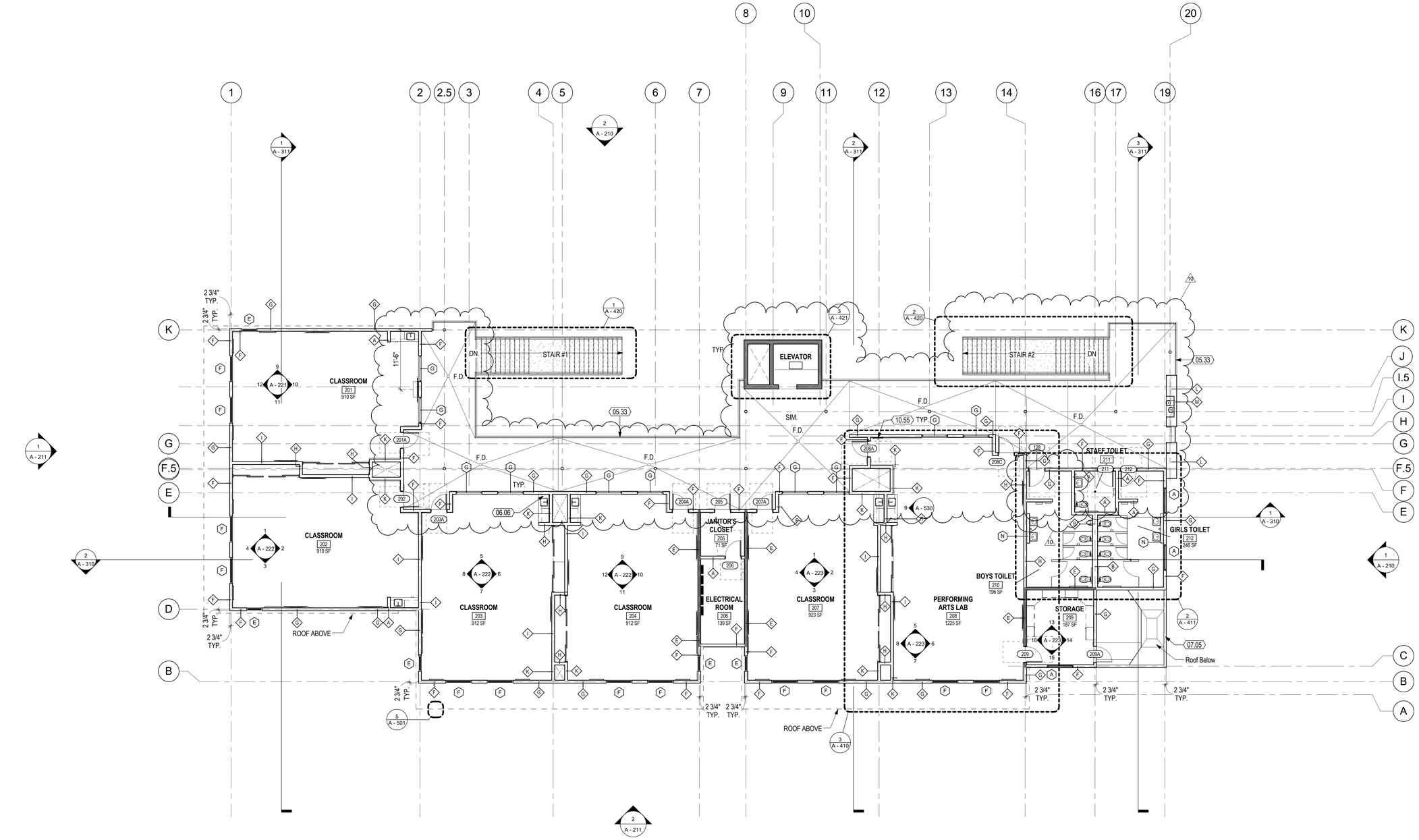
ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: 1534.01

SHEET TITLE:
FIRST FLOOR PLAN

SHEET NO.:
A - 111

1061



2ND FLOOR PLAN (1)
1/8" = 1'-0"

KEYNOTES

05.33	FOR GUARDRAIL DETAIL, SEE 15/A-560
06.06	COUNTER TOP WITH 4" BACKSPLASH AT SINK, SEE 20/A-570
07.05	PARAPET WALL, SEE 1/S-600C
10.55	FIRE EXTINGUISHER CABINET SEMI-RECESSED, SEE DETAILS 6 & 7/A-530

LEGEND

- WOOD STUD WALL
- WOOD STUD WALL - 1 HR. FIRE RATED
- WALL TYPE, SEE SHEET A-620
- WINDOW TYPE, SEE SHEET A-610
- DOOR #, SEE SHEET A-610

SHEET NOTES

1. FINISH FLOOR ELEVATION SHALL BE 0'-0" @ THE GROUND FLOOR & 14'-0" @ THE SECOND FLOOR, U.O.N.
2. DIMENSIONS TO WALLS / WALL OPENINGS ARE TO CENTERLINE OF STUD, U.O.N.
3. FOR EXTERIOR & INTERIOR WALL TYPES SEE A-620.
4. S.S.D. FOR ADDITIONAL COLUMN & SHEAR WALL LOCATIONS.
5. SEE ENLARGED PLANS FOR ADDITIONAL DIMS. & INFORMATION.

CSDA DESIGN GROUP
4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
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www.csdadesigngroup.com

STAMP:

LICENSED ARCHITECT
MICHAEL R. SCHDEN
No. C-35345
RENEWAL DATE FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

DSA
APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser

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www.oxnardsd.org

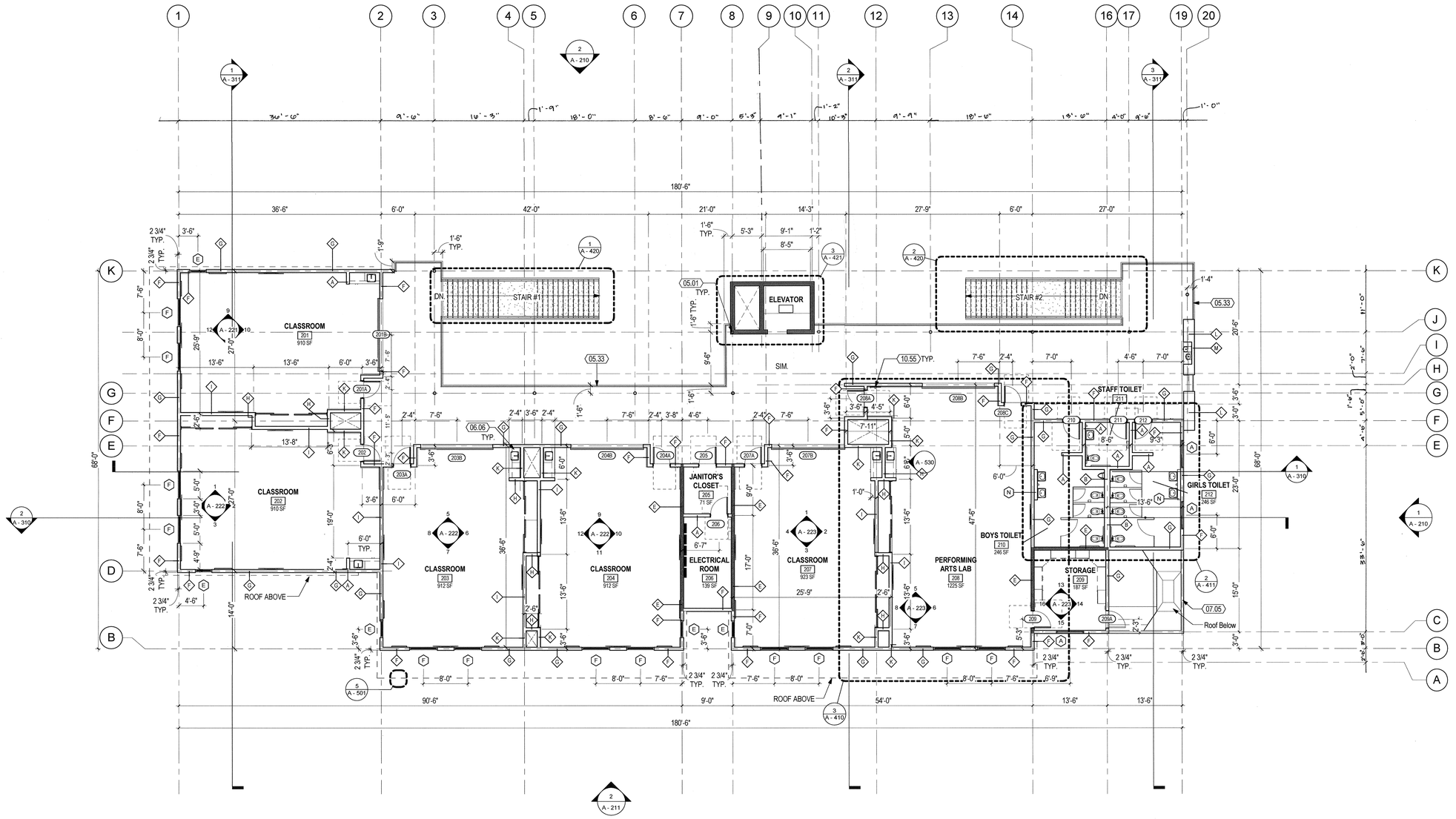
PROJECT NAME:
MARSHALL NEW CLASSROOM BUILDING
2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:

NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/2015
2	100% CD	01/08/2016
3	DSA SUBMITTAL	01/28/2016
7	DSA BACKCHECK	02/03/2017
10	CCD 23 R2	07/31/2018

ORIGINAL SCALE: 0" 1" 2"
PROJECT NO.: 1534.01
SHEET TITLE:
SECOND FLOOR PLAN
SHEET NO.: A - 112
1062

FOR REFERENCE ONLY



2ND FLOOR PLAN 1
1/8" = 1'-0"

KEYNOTES

05.01	STRUCTURAL COLUMN, S.S.D. TYPICAL
05.33	FOR GUARDRAIL DETAIL, SEE 15/A-560
06.06	COUNTER TOP WITH 4" BACKSPLASH AT SINK, SEE 20/A-570
07.05	PARAPET WALL, SEE 1/S-600C
10.55	FIRE EXTINGUISHER CABINET SEMI-RECESSED, SEE DETAILS 6 & 7/A-530

LEGEND

- WOOD STUD WALL
- WOOD STUD WALL - 1 HR. FIRE RATED
- WALL TYPE, SEE SHEET A-620
- WINDOW TYPE, SEE SHEET A-610
- DOOR #, SEE SHEET A-610

SHEET NOTES

1. FINISH FLOOR ELEVATION SHALL BE 0'-0" @ THE GROUND FLOOR & 14'-0" @ THE SECOND FLOOR, U.O.N.
2. DIMENSIONS TO WALLS / WALL OPENINGS ARE TO CENTERLINE OF STUD, U.O.N.
3. FOR EXTERIOR & INTERIOR WALL TYPES SEE A-620.
4. S.S.D. FOR ADDITIONAL COLUMN & SHEAR WALL LOCATIONS.
5. SEE ENLARGED PLANS FOR ADDITIONAL DIMS. & INFORMATION.

CSDA DESIGN GROUP
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310.821.9200
www.csdadesigngroup.com

STAMP:

LICENSED ARCHITECT
MICHAEL R. SCHOEN
No. C-35165
RENEWAL DATE
FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
03-116806
AC MF FLS SS M.K
FEB 17 2017

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OXNARD SCHOOL DISTRICT
Est. 1873

PROJECT OWNER:

OXNARD SCHOOL DISTRICT

1051 S. A Street
OXNARD, CA 93030
805.487.3918

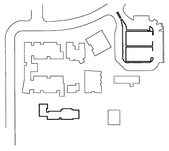
www.oxnardsd.org

PROJECT NAME:

MARSHALL NEW CLASSROOM BUILDING

2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:



NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	01/08/16
3	DSA SUBMITTAL	01/28/16
7	DSA BACKCHECK	02/03/17

ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: 1534.01

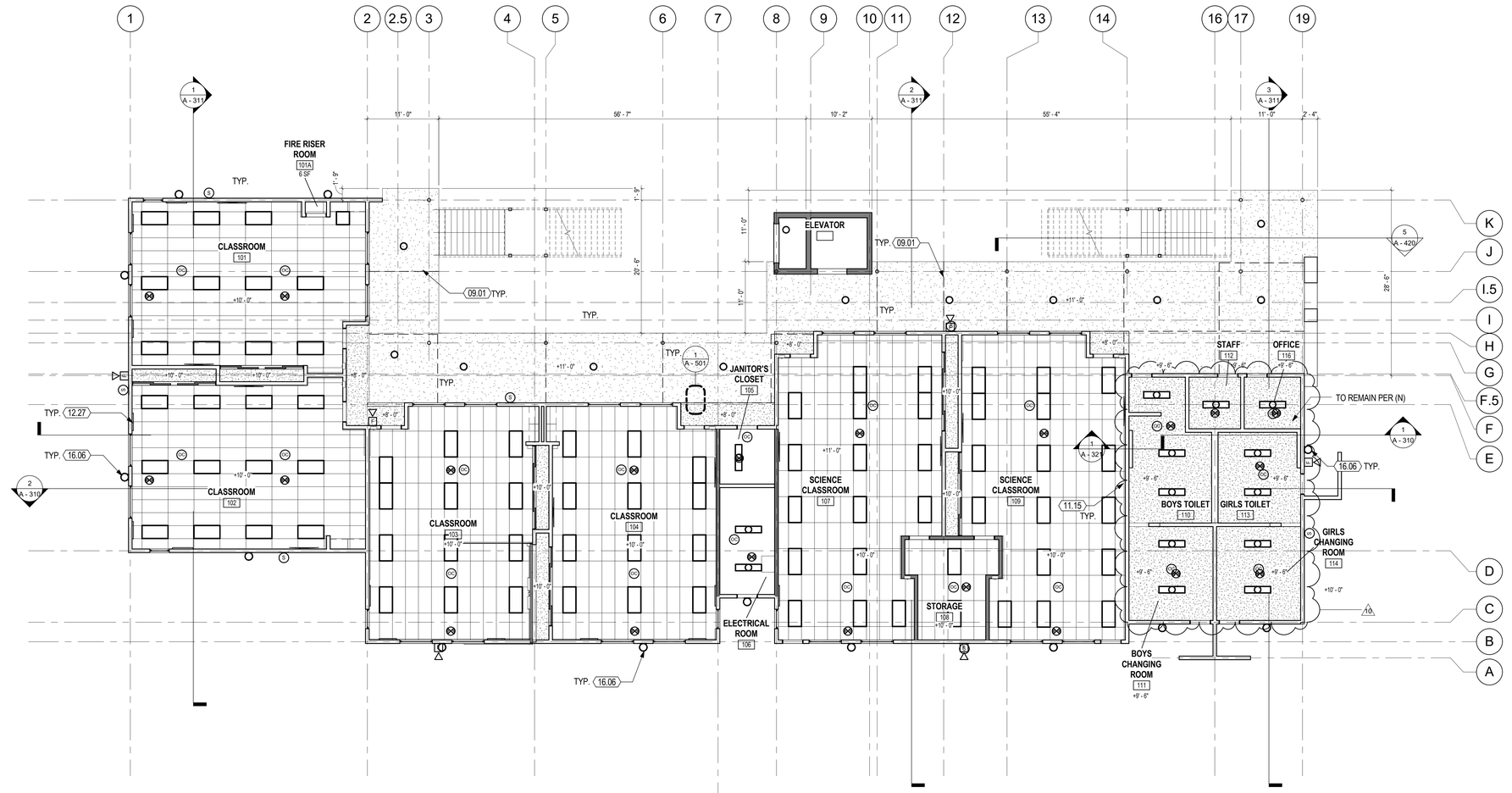
SHEET TITLE:

SECOND FLOOR PLAN

SHEET NO.:

A - 112

1063



1ST FLOOR REFLECTED CEILING PLAN (1)
1/8" = 1'-0"

LEGEND

- ACOUSTICAL CEILING TILE 24" x 48", SEE A-540 FOR DETAILS, SEE FINISH SCHEDULE FOR TYPE
- GYPSUM BOARD - SOFFIT FRAME, SEE 13 & 17/S-700
- PLASTER PER DETAIL 16/A-510
- EXPOSED
- 2x4 FLOURESCENT, S.E.D.
- E — 2x4 EMERGENCY LIGHTING, S.E.D.
- 2x2 FLOURESCENT, S.E.D.
- PENDANT MOUNTED FLUORESCENT LIGHTING FIXTURE, S.E.D.
- SURFACE MOUNTED FLOURESCENT LIGHTING FIXTURE, S.E.D.
- FLOURESCENT STRIP LIGHTING FIXTURE, S.E.D.
- FIRE SPRINKLER HEADS, SEE FIRE SPRINKLER DRAWINGS FOR DIFFERENT TYPES
- SUPPLY AIR DIFFUSER, S.M.D.
- RETURN AIR DIFFUSER, S.M.D.
- SUPPLY AIR DIFFUSER, S.M.D.
- RETURN AIR DIFFUSER, S.M.D.
- EXHAUST FAN, S.M.D.
- CEILING ACCESS PANEL. 15/A-540
- SMOKE DETECTOR, S.E.D.
- CEILING MOUNTED EXIT SIGN, S.E.D.
- RECESSED CAN DOWNLIGHT, S.E.D.
- WALL MOUNTED EXTERIOR LIGHT, S.E.D.
- CEILING MOUNTED EXTERIOR LIGHT, S.E.D.
- DEPICTS ROOF PLANE SLOPING & DIRECTION OF SLOPE, SEE EXTERIOR ELEVATIONS & ROOF PLAN
- +10' - 0 1/2" — CEILING HEIGHTS MEASURED FROM T.O.FINISH FLR

SHEET NOTES

1. CEILING TILES SHALL BE CENTERED WITHIN THE ROOM, U.O.N. NOTIFY ARCHITECT OF ALL AREAS WHERE CEILING TILES ARE SMALLER THAN 1'-0".

2. METAL SUSPENSION SYSTEMS FOR LAY-IN PANEL CEILINGS SHALL COMPLY WITH IR 25-2.13. CBC 2013, SECTION 1616A.1.20 REQUIRES THE DESIGN AND INSTALLATION TO BE IN COMPLIANCE WITH ASTM C635, C636C AND E580, SECTION 5.

3. FOR CEILING AREAS EXCEEDING 2,500 SF, A SEISMIC SEPARATION JOINT SHALL BE PROVIDED TO DIVIDE THE CEILING INTO AREAS NOT EXCEEDING 2,500 SF IN ACCORDANCE WITH ASTM E580, SECTION 5.2.9. PER DETAIL 21/A-540

4. CEILING GRID MEMBERS SHALL BE ATTACHED TO TWO (2) ADJACENT WALLS PER ASTM E580, SECTION 5.2.3. CEILING GRID MEMBERS SHALL BE AT LEAST 3/4 INCH CLEAR OF WALL. PER DETAIL 1/A-540.

5. PROVIDE CEILING ACCESS PANELS IN ALL HARD LID CEILINGS AND SOFFITS, SEE 17/A-540

6. LATERAL BRACING FOR PENDANT LIGHT FIXTURES, SEE 8/E-050.

7. GENERAL CONTRACTOR TO COORDINATE FULL HEIGHT CASEWORK WITH CEILING HEIGHTS.

8. SEE SHEET G-004 FOR WALL RATINGS.

9. PROVIDE STENCILED MARKING AT RATED WALLS PER CBC 703.6. SEE DETAIL 19/A-550

KEYNOTES

09.01	CEILING EXPANSION JOINT, SIM. SEE 15/A-510
11.15	60" FLAT SCREEN TV, SEE 1, 2/A-531
12.27	(2) 2'-8" X 10' SLIDING MARKER BOARDS, SEE 10/A-530
16.06	WALL MOUNTED LIGHT FIXTURE, PER DETAIL

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MICHAEL R. SCHOEN
No. C- 35345
RENEWAL DATE FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

DSA
APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser

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PROJECT NAME:
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2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:

NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/2015
2	100% CD	01/08/2016
3	DSA SUBMITTAL	01/28/2016
7	DSA BACKCHECK	02/03/2017
10	CCD 23 R2	07/31/2018

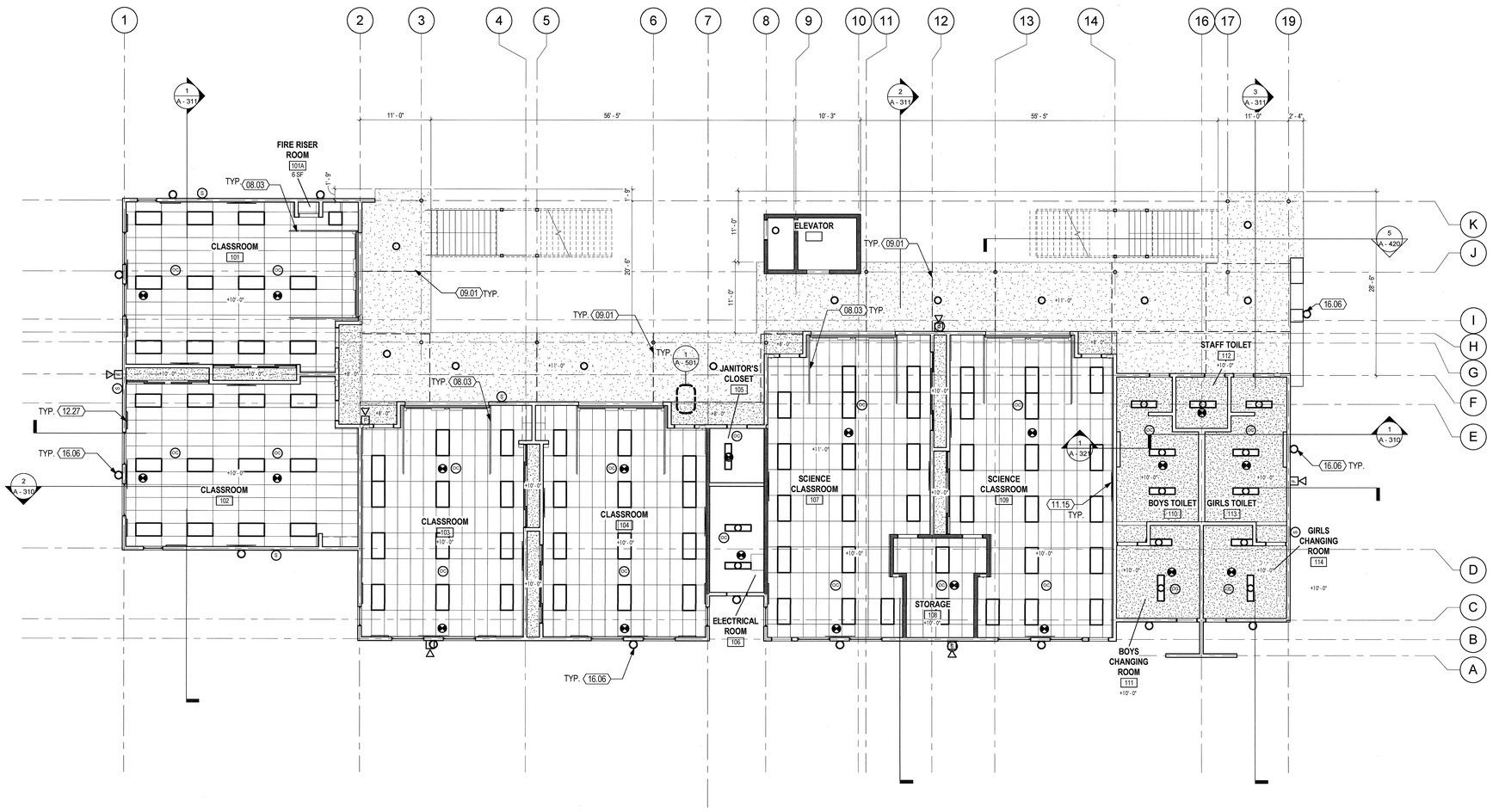
ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: 1534.01

SHEET TITLE:
FIRST FLOOR REFLECTED CEILING PLAN

SHEET NO.:
A - 121

1064



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9. PROVIDE STENCILED MARKING AT RATED WALLS PER CBC 703.6. SEE DETAIL 19/A-550

KEYNOTES

08.03	GARAGE DOOR TRACKS, SEE DOOR SCHEDULE, SEE 17/A-521
09.01	CEILING EXPANSION JOINT, SIM. SEE 15/A-510
11.15	60" FLAT SCREEN TV, SEE 1, 2/A-531
12.27	(2) 2'-8" X 10' SLIDING MARKER BOARDS, SEE 10/A-530
16.06	WALL MOUNTED LIGHT FIXTURE, PER DETAIL

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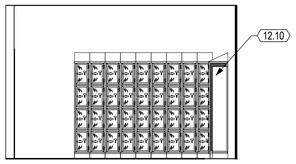
ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: 1534.01

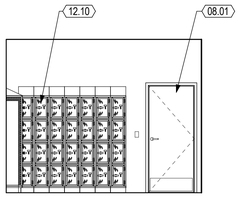
SHEET TITLE:
FIRST FLOOR REFLECTED CEILING PLAN

SHEET NO.:
A - 121

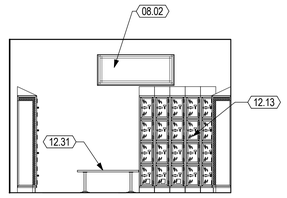
FOR REFERENCE ONLY



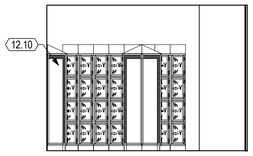
GIRL'S CHANGING ROOM - RM 114 - WEST 20
1/4" = 1'-0"



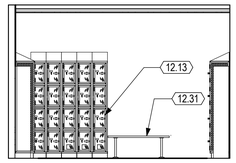
GIRL'S CHANGING ROOM - RM 114 - SOUTH 19
1/4" = 1'-0"



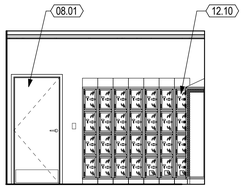
GIRL'S CHANGING ROOM - RM 114 - EAST 18
1/4" = 1'-0"



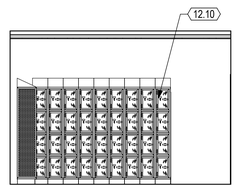
GIRL'S CHANING ROOM - RM 114 - NORTH 17
1/4" = 1'-0"



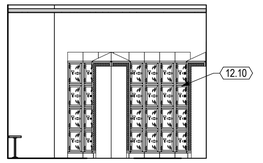
BOY'S CHANGING ROOM - RM 111 - WEST 16
1/4" = 1'-0"



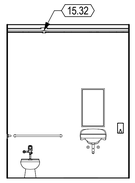
BOY'S CHANGING ROOM - RM 111 - SOUTH 15
1/4" = 1'-0"



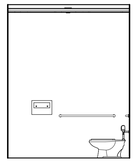
BOY'S CHANGING ROOM - RM 111 - EAST 14
1/4" = 1'-0"



BOY'S CHANGING ROOM - RM 111 - NORTH 13
1/4" = 1'-0"



TYP. FACULTY RESTROOM - WEST 12
1/4" = 1'-0"



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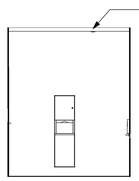

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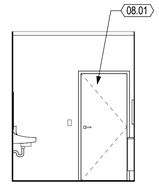
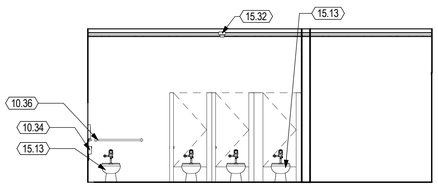
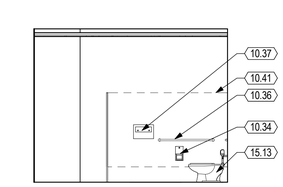


TYP. FACULTY RESTROOM - NORTH 9
1/4" = 1'-0"



TYP. GIRL'S RESTROOM - WEST 8
1/4" = 1'-0"



TYP. GIRL'S RESTROOM - SOUTH 7
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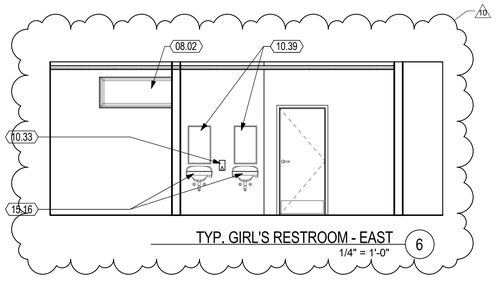
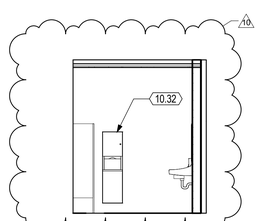
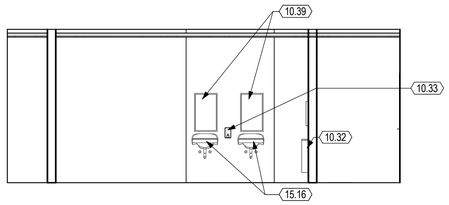


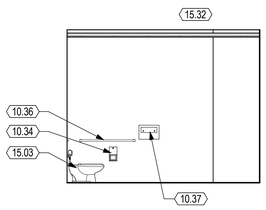
TYP. GIRL'S RESTROOM - EAST 6
1/4" = 1'-0"



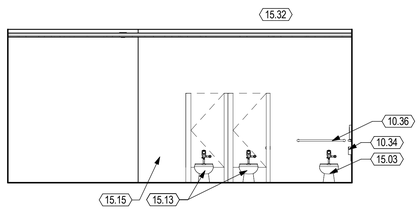
TYP. GIRL'S RESTROOM - NORTH 5
1/4" = 1'-0"



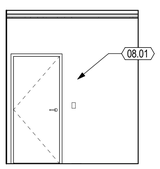
TYP. BOY'S RESTROOM - WEST 4
1/4" = 1'-0"



TYP. BOY'S RESTROOM - SOUTH 3
1/4" = 1'-0"



TYP. BOY'S RESTROOM - EAST 2
1/4" = 1'-0"



TYP. BOY'S RESTROOM - NORTH 1
1/4" = 1'-0"

KEYNOTES

08.01	DOOR, SEE DOOR SCHEDULE
08.02	WINDOW, SEE WINDOW SCHEDULE
10.32	PAPER TOWEL DISPENSER & WASTE RECEPTACLE, SEE 1/A-535 FOR MOUNTING HEIGHTS AND SEE SPECS.
10.33	SURFACE MOUNTED SOAP DISPENSER, SEE 1/A-535 AND SEE SPECS.
10.34	MULTI-ROLL TOILET TISSUE DISPENSER, SEMI-RECESSED, SEE 1/A-535 FOR MOUNTING HEIGHTS
10.36	GRAB BAR, SEE 1, 8 & 10/A-535 FOR MOUNTING HEIGHTS
10.37	SEAT COVER DISPENSER, SEE 1/A-535 FOR MOUNTING HEIGHTS
10.39	MIRROR, 18"X30", SEE 1 & 7/A-535 FOR MOUNTING & SPECS.
10.41	ACCESSIBLE SIDE TOILET STALL, SEE 11/A-535 FOR MIN. REQUIREMENTS
12.10	12" X 12" FOUR-TIER STACK LOCKER, SEE 13/A-530
12.13	ACCESSIBLE LOCKER, SEE 13/A-530
12.31	20" X 48" ACCESSIBLE LOCKER BENCH
15.03	WATER CLOSET, ACCESSIBLE, S.P.D. & 1/A-535 FOR MORE INFORMATION
15.13	WATER CLOSET, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 1/A-535 FOR MORE INFORMATION
15.15	URINAL, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 6/A-535
15.16	LAVATORY, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 10/A-570
15.32	SMOKE DETECTOR

SHEET NOTES

1. FOR ANCHORAGE OF CASEWORK, SEE DETAIL 1/A570.

CSDA DESIGN GROUP

4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
310.821.9200

www.csdadesigngroup.com

STAMP:

LICENSED ARCHITECT
MICHAEL R. SCHOEN
No. C-35345
RENEWAL DATE
FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

DSA
APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser

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Est. 1873
OXNARD SCHOOL DISTRICT

PROJECT OWNER:
OXNARD SCHOOL DISTRICT

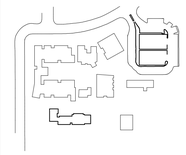
1051 S. A Street
OXNARD, CA 93030
805.487.3918

www.oxnardsd.org

PROJECT NAME:
MARSHALL NEW CLASSROOM BUILDING

2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:



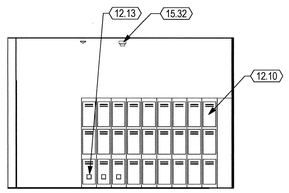
NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/2015
2	100% CD	01/08/2016
3	DSA SUBMITTAL	01/28/2016
7	DSA BACKCHECK	02/03/2017
10	CCD 23 R2	07/31/2018

ORIGINAL SCALE:
0" 1" 2"

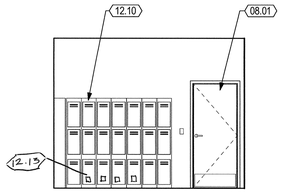
PROJECT NO.: 1534.01

SHEET TITLE:
TOILET INTERIOR ELEVATIONS

SHEET NO.:
A - 224



GIRL'S CHANGING ROOM - RM 114 - WEST 20
1/4" = 1'-0"



GIRL'S CHANGING ROOM - RM 114 - SOUTH 19
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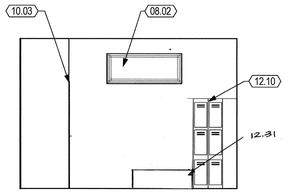
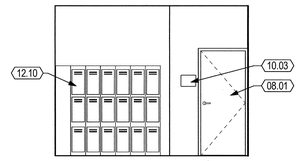
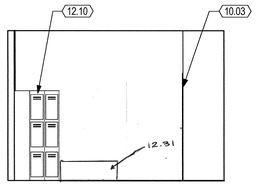


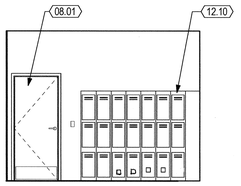
GIRL'S CHANGING ROOM - RM 114 - EAST 18
1/4" = 1'-0"



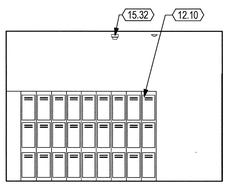
GIRL'S CHANING ROOM - RM 114 - NORTH 17
1/4" = 1'-0"



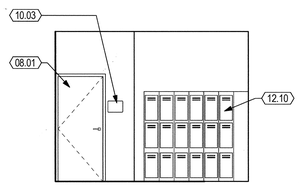
BOY'S CHANGING ROOM - RM 111 - WEST 16
1/4" = 1'-0"



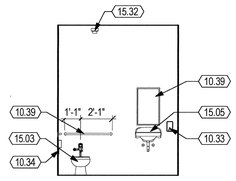
BOY'S CHANGING ROOM - RM 111 - SOUTH 15
1/4" = 1'-0"



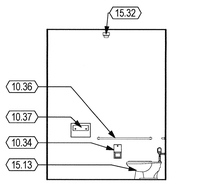
BOY'S CHANGING ROOM - RM 111 - EAST 14
1/4" = 1'-0"



BOY'S CHANGING ROOM - RM 111 - NORTH 13
1/4" = 1'-0"



TYP. FACULTY RESTROOM - WEST 12
1/4" = 1'-0"



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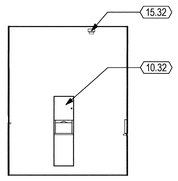
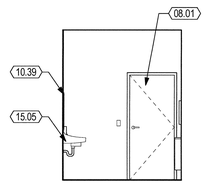
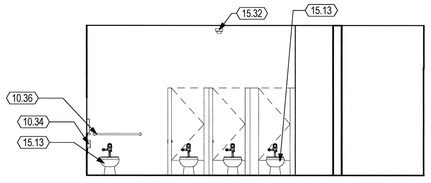


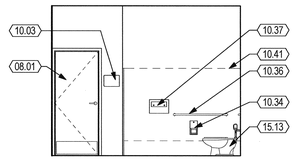
TYP. FACULTY RESTROOM - EAST 10
1/4" = 1'-0"



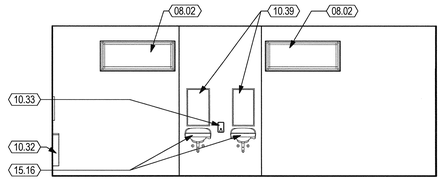
TYP. FACULTY RESTROOM - NORTH 9
1/4" = 1'-0"



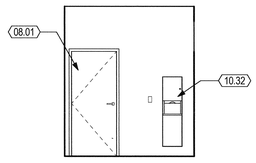
TYP. GIRL'S RESTROOM - WEST 8
1/4" = 1'-0"



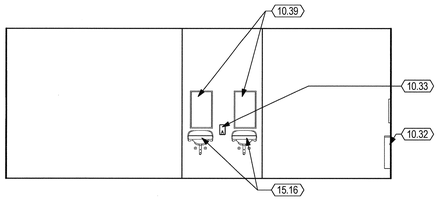
TYP. GIRL'S RESTROOM - SOUTH 7
1/4" = 1'-0"



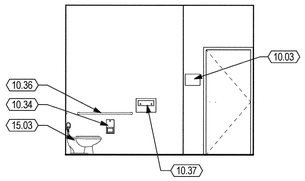
TYP. GIRL'S RESTROOM - EAST 6
1/4" = 1'-0"



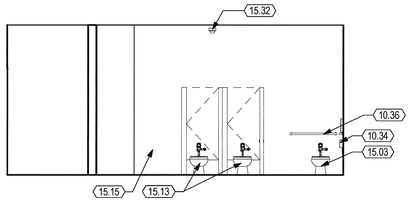
TYP. GIRL'S RESTROOM - NORTH 5
1/4" = 1'-0"



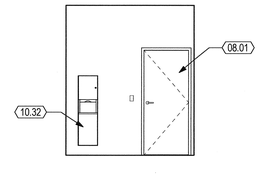
TYP. BOY'S RESTROOM - WEST 4
1/4" = 1'-0"



TYP. BOY'S RESTROOM - SOUTH 3
1/4" = 1'-0"



TYP. BOY'S RESTROOM - EAST 2
1/4" = 1'-0"



TYP. BOY'S RESTROOM - NORTH 1
1/4" = 1'-0"

KEYNOTES

08.01	DOOR, SEE DOOR SCHEDULE
08.02	WINDOW, SEE WINDOW SCHEDULE
10.03	TACTILE ROOM NAME & NUMBER SIGNAGE, SEE 1/A-550
10.32	PAPER TOWEL DISPENSER & WASTE RECEPTACLE, SEE 1/A-535 FOR MOUNTING HEIGHTS AND SEE SPECS.
10.33	SURFACE MOUNTED SOAP DISPENSER, SEE 1/A-535 AND SEE SPECS.
10.34	MULTI-ROLL TOILET TISSUE DISPENSER, SEMI-RECESSED, SEE 1/A-535 FOR MOUNTING HEIGHTS
10.36	GRAB BAR, SEE 1, 8 & 10/A-535 FOR MOUNTING HEIGHTS
10.37	SEAT COVER DISPENSER, SEE 1/A-535 FOR MOUNTING HEIGHTS
10.39	MIRROR, 18"X30", SEE 1 & 7/A-535 FOR MOUNTING & SPECS.
10.41	ACCESSIBLE SIDE TOILET STALL, SEE 11/A-535 FOR MIN. REQUIREMENTS
12.10	12" X 12" TRIPLE STACK LOCKER, SEE 13/A-530
12.13	ACCESSIBLE LOCKER, SEE 13/A-530
15.03	WATER CLOSET, ACCESSIBLE, S.P.D. & 1/A-535 FOR MORE INFORMATION
15.05	ACCESSIBLE LAVATORY, S.P.D. & SEE 1 & 14/A-535
15.13	WATER CLOSET, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 1/A-535 FOR MORE INFORMATION
15.15	URINAL, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 6/A-535
15.16	LAVATORY, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 10/A-570
15.32	SMOKE DETECTOR
12.31	60" x 48" Accessible Locker Room Bench

SHEET NOTES

1. FOR ANCHORAGE OF CASEWORK, SEE DETAIL 1/A570.

FOR REFERENCE ONLY

CSDA DESIGN GROUP

4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
310.821.9200

www.csdadesigngroup.com

STAMP:

LICENSED ARCHITECT
MICHAEL R. SCHDEN
No. C-35365
RENEWAL DATE FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
03-116806
AC ME FS TC SS MK
FEB 17 2017

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Est. 1873
OXNARD SCHOOL DISTRICT

PROJECT OWNER:

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PROJECT NAME:

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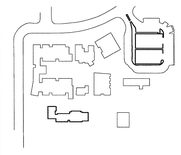


NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	01/08/16
3	DSA SUBMITTAL	01/28/16
7	DSA BACKCHECK	02/03/17

ORIGINAL SCALE:
0" 1" 2"

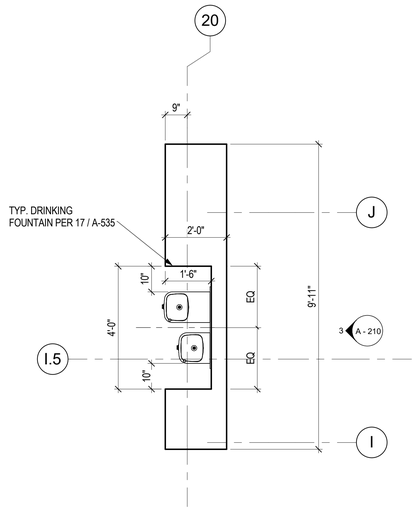
PROJECT NO.: 1534.01

SHEET TITLE:

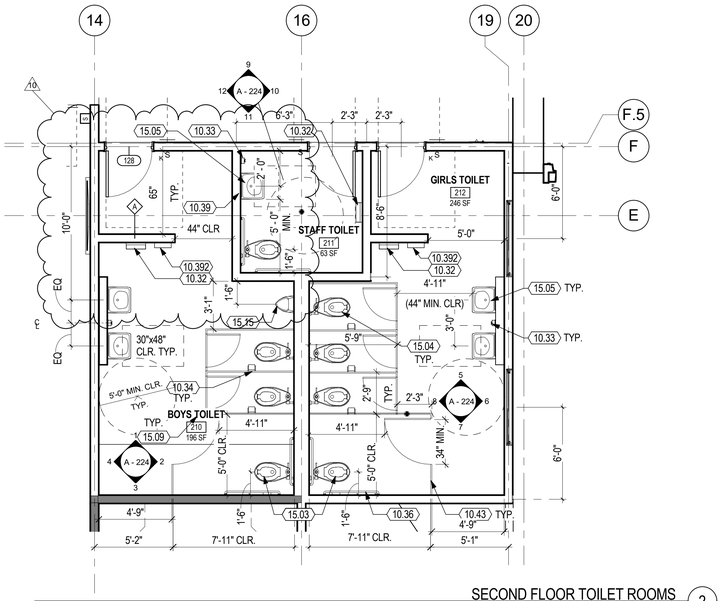
TOILET INTERIOR ELEVATIONS

SHEET NO.:

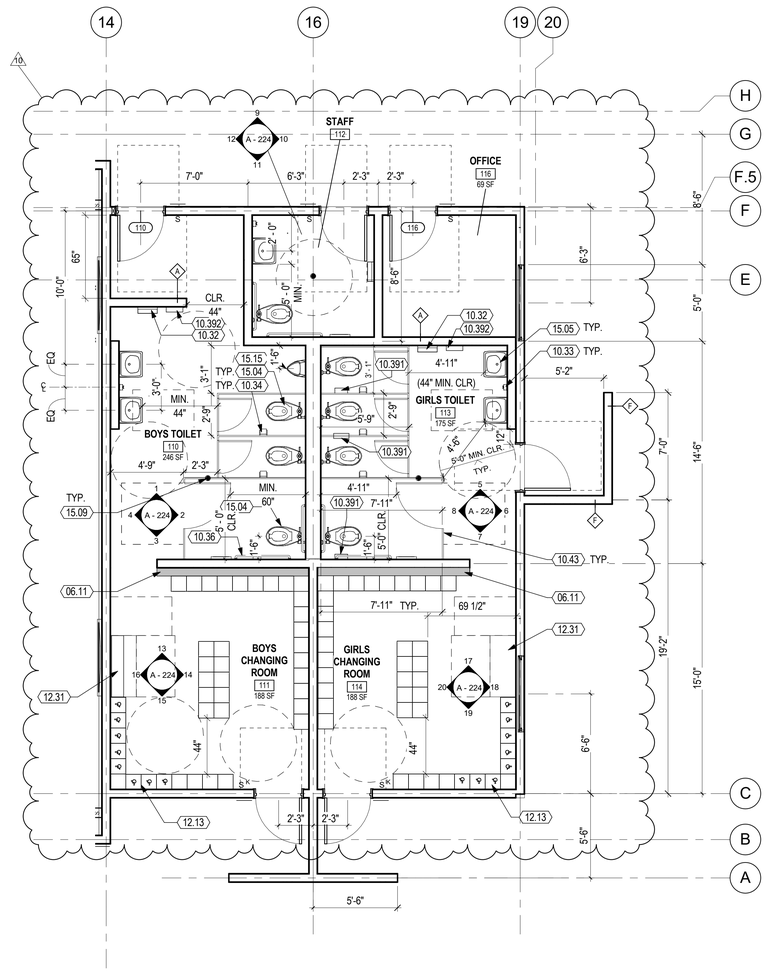
A - 224



TYP. DRINKING FOUNTAIN ALCOVE 3
1/2" = 1'-0"



SECOND FLOOR TOILET ROOMS 2
1/4" = 1'-0"



FIRST FLOOR TOILETS AND CHANGING ROOMS 1
1/4" = 1'-0"

ACCESSIBLE LOCKER CALCULATIONS

STUDENT LOCKER COUNT:

PER LOCKER ROOM
35 (3 TIER) LOCKERS x 3 = 105 LOCKERS

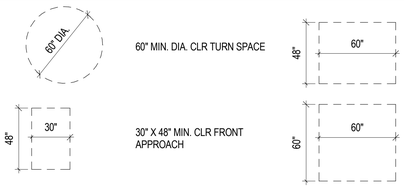
REQ. ACCESS. LOCKERS = 5% = 105 x .05
= 6 ACCESSIBLE LOCKERS

70 TOTAL STUDENT LOCKERS

SHEET NOTES

1. ALL DIMENSIONS ON THE TOILET FLOOR PLANS ARE TO FACE OF FINISH, U.O.N.
2. ALL DIMENSIONS ON THE CLASSROOM FLOOR PLANS ARE TO FACE OF STUD, U.O.N.
3. SEE SHEET A-535 FOR MINIMUM REQUIRED CLEARANCES FOR RESTROOMS.
4. SEE 1/A-535 FOR FIXTURE & ACCESSORY MOUNTING HEIGHTS.
5. WHERE FLOOR DRAINS OCCUR, ALL FINISH FLOORS TO HAVE A 2% MAX. SLOPE TO DRAIN & IN ALL DIRECTIONS.
6. FOR WALL TYPES, WINDOW & DOOR TYPES, AND OVERALL PLAN DIMENSIONS SEE BUILDING FLOOR PLANS ON A-111.
7. S.E.D. FOR FLOOR OUTLETS AT CLASSROOMS.
8. SEE G-006 FOR SIGNAGE.
9. SEE 11/A-535 & 15/A-535 FOR ACCESSIBLE TOILET DIMENSIONS.

LEGEND



KEYNOTES

06.11	6" FURRED WALL
10.32	PAPER TOWEL DISPENSER & WASTE RECEPTACLE, SEE 1/A-535 FOR MOUNTING HEIGHTS AND SEE SPECS.
10.33	SURFACE MOUNTED SOAP DISPENSER, SEE 1/A-535 AND SEE SPECS.
10.34	MULTI-ROLL TOILET TISSUE DISPENSER, SEMI-RECESSED, SEE 1/A-535 FOR MOUNTING HEIGHTS
10.36	GRAB BAR, SEE 1, 8 & 10/A-535 FOR MOUNTING HEIGHTS
10.39	MIRROR, 18"X30", SEE 1 & 7/A-535 FOR MOUNTING & SPECS.
10.43	TOILET PARTITION PILASTER FROM FLOOR TO CEILING, SEE 4/A-535 & 18/A-535 FOR ATTACHMENT
10.391	SANITARY NAPKIN DISPOSAL
10.392	HAND DRYER
12.13	ACCESSIBLE LOCKER, SEE 13/A-530
12.31	20" X 48" ACCESSIBLE LOCKER ROOM BENCH
15.03	WATER CLOSET, ACCESSIBLE, S.P.D. & 1/A-535 FOR MORE INFORMATION
15.04	WATER CLOSET, STANDARD, S.P.D.
15.05	ACCESSIBLE LAVATORY, S.P.D. & SEE 1 & 14/A-535
15.09	FLOOR DRAIN, S.P.D. & SEE 12/A-535
15.15	URINAL, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 6/A-535

CSDA DESIGN GROUP

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310.821.9200

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LICENSED ARCHITECT
MICHAEL R. SCHOEN
No. C- 35345
RENEWAL DATE
FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

DSA
APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser Nikfath, DSA

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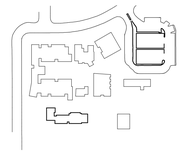
KEY PLAN:



NO.	ISSUES/REVISIONS	DATE
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2	100% CD	01/08/2016
3	DSA SUBMITTAL	01/28/2016
7	DSA BACKCHECK	02/03/2017
10	CCD 23 R2	07/31/2018

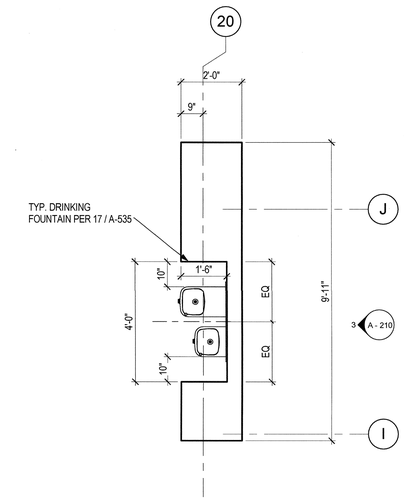
ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: 1534.01

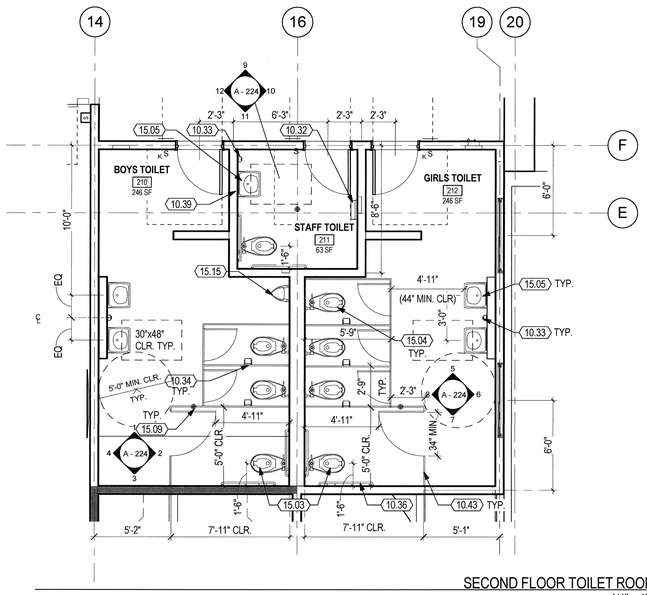
SHEET TITLE:
ENLARGED FLOOR PLANS

SHEET NO.:
A - 411

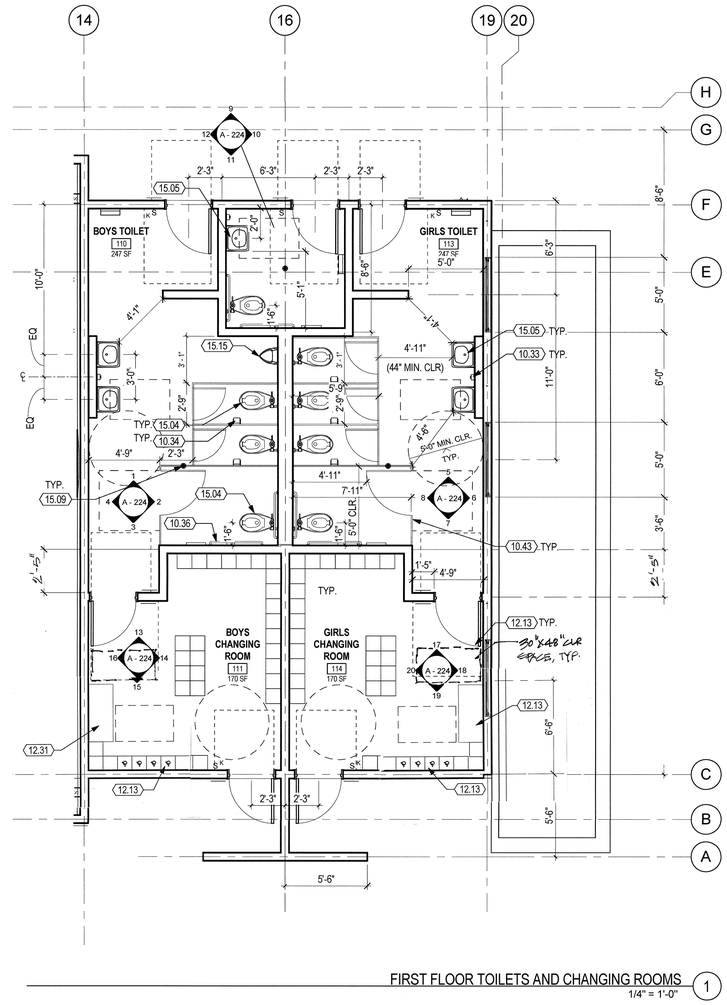
1068



TYP. DRINKING FOUNTAIN ALCOVE 3
1/2" = 1'-0"



SECOND FLOOR TOILET ROOMS 2
1/4" = 1'-0"



FIRST FLOOR TOILETS AND CHANGING ROOMS 1
1/4" = 1'-0"

ACCESSIBLE LOCKER CALCULATIONS

STUDENT LOCKER COUNT:

PER LOCKER ROOM
27(3 TIER) LOCKERS x 3 = 81 LOCKERS

REQ. ACCESS. LOCKERS = 5% = 81 x .05
= 4 ACCESSIBLE LOCKERS

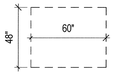
81 TOTAL STUDENT LOCKERS

SHEET NOTES

1. ALL DIMENSIONS ON THE TOILET FLOOR PLANS ARE TO FACE OF FINISH, U.O.N.
2. ALL DIMENSIONS ON THE CLASSROOM FLOOR PLANS ARE TO FACE OF STUD, U.O.N.
3. SEE SHEET A-535 FOR MINIMUM REQUIRED CLEARANCES FOR RESTROOMS.
4. SEE 1/A-535 FOR FIXTURE & ACCESSORY MOUNTING HEIGHTS.
5. WHERE FLOOR DRAINS OCCUR, ALL FINISH FLOORS TO HAVE A 2% MAX. SLOPE TO DRAIN & IN ALL DIRECTIONS.
6. FOR WALL TYPES, WINDOW & DOOR TYPES, AND OVERALL PLAN DIMENSIONS SEE BUILDING FLOOR PLANS ON A-111.
7. S.E.D. FOR FLOOR OUTLETS AT CLASSROOMS.
8. SEE G-006 FOR SIGNAGE.
9. SEE 11/A-535 & 15/A-535 FOR ACCESSIBLE TOILET DIMENSIONS.

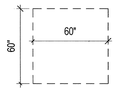
LEGEND

60" MIN. DIA. CLR TURN SPACE



60" X 48" MIN. CLR IN FRONT OF WATER CLOSET

30" X 48" MIN. CLR FRONT APPROACH



60" X 60" MIN. CLR IN FRONT OF WATER CLOSET

KEYNOTES

10.32	PAPER TOWEL DISPENSER & WASTE RECEPTACLE, SEE 1/A-535 FOR MOUNTING HEIGHTS AND SEE SPECS.
10.33	SURFACE MOUNTED SOAP DISPENSER, SEE 1/A-535 AND SEE SPECS.
10.34	MULTI-ROLL TOILET TISSUE DISPENSER, SEMI-RECESSED, SEE 1/A-535 FOR MOUNTING HEIGHTS
10.36	GRAB BAR, SEE 1, 8 & 10/A-535 FOR MOUNTING HEIGHTS
10.39	MIRROR, 18"X30", SEE 1 & 7/A-535 FOR MOUNTING & SPECS.
10.43	TOILET PARTITION PILASTER FROM FLOOR TO CEILING, SEE 4/A-535 & 18/A-535 FOR ATTACHMENT
12.13	ACCESSIBLE LOCKER, SEE 13/A-530
15.03	WATER CLOSET, ACCESSIBLE, S.P.D. & 1/A-535 FOR MORE INFORMATION
15.04	WATER CLOSET, STANDARD, S.P.D.
15.05	ACCESSIBLE LAVATORY, S.P.D. & SEE 1 & 14/A-535
15.09	FLOOR DRAIN, S.P.D. & SEE 12/A-535
15.15	URINAL, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 6/A-535
12.31	20" X 48" ACCESSIBLE LOCKER ROOM BENCH

FOR REFERENCE ONLY

CSDA DESIGN GROUP

4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
310.821.9200

www.csdadesigngroup.com

STAMP:

LICENSED ARCHITECT
MICHAEL R. SCHDEN
No. C-35345
RENEWAL DATE
FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
03-116806
AC MF RS JC SS M.K.
FEB 17 2017

EDUCATE • INSPIRE • EMPOWER
Empowering All Children to Achieve Excellence
OXNARD SCHOOL DISTRICT Est. 1873

PROJECT OWNER:

OXNARD SCHOOL DISTRICT

1051 S. A Street
OXNARD, CA 93030
805.487.3918

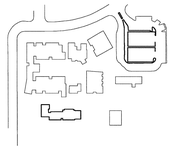
www.oxnardsd.org

PROJECT NAME:

MARSHALL NEW CLASSROOM BUILDING

2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:



NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	01/08/16
3	DSA SUBMITTAL	01/28/16
7	DSA BACKCHECK	02/03/17

ORIGINAL SCALE:
0" 1" 2"

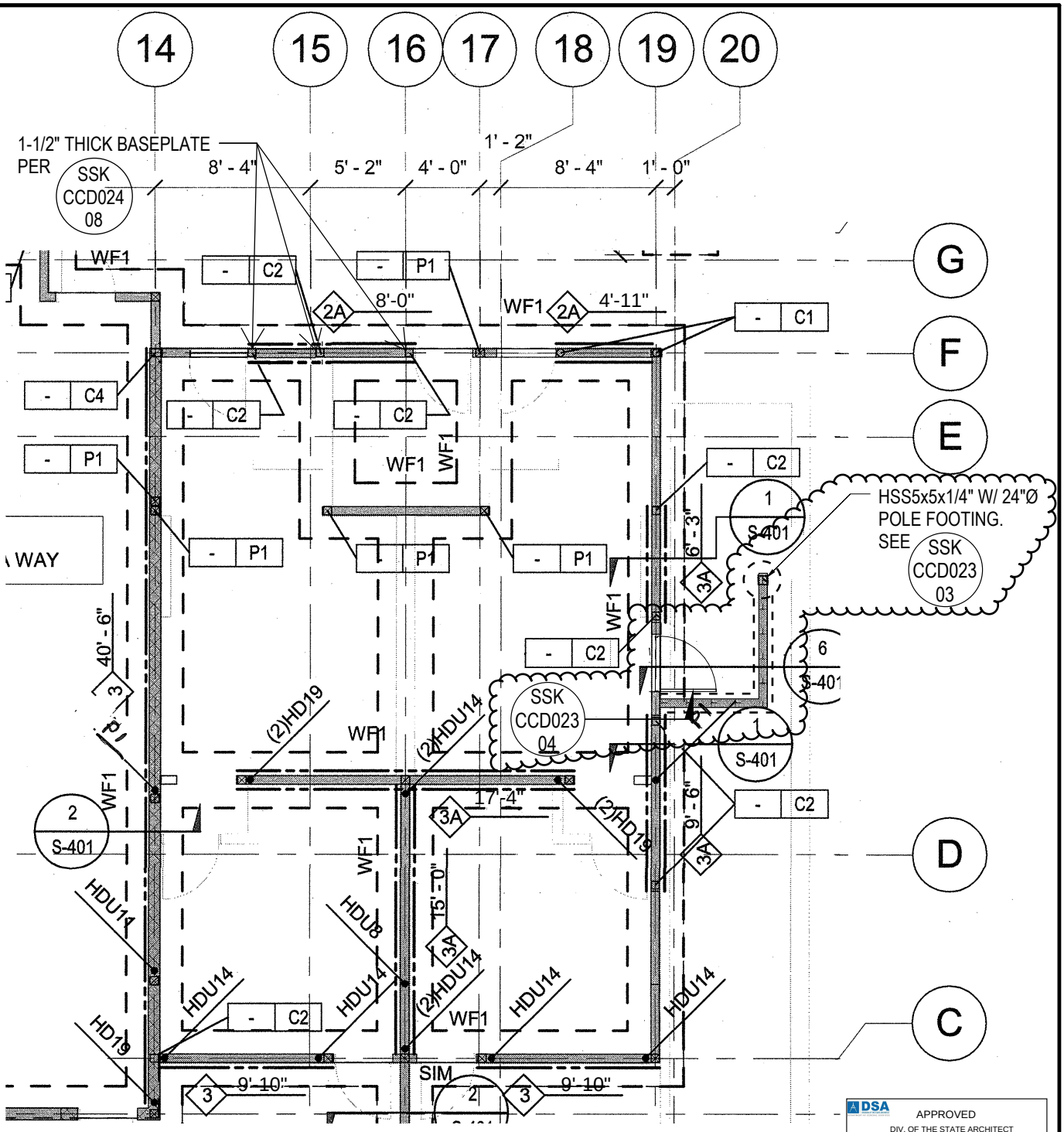
PROJECT NO.: 1534.01

SHEET TITLE:

ENLARGED FLOOR PLANS

SHEET NO.:

A - 411



REVISED PARTIAL PLAN

DSA APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser
Nilrah, DSA

Description of change:
Architectural screen wall added to the exterior of the building. Wall footing and pole footing provided for support of screen wall.

referenced drawings/details: S-211, SSK-CCD023-03

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:	01 OF 04
DRAWING REFERENCE:	S-211
SCALE:	1/8"=1'-0"
DATE:	07/31/18

CSDA DESIGN GROUP

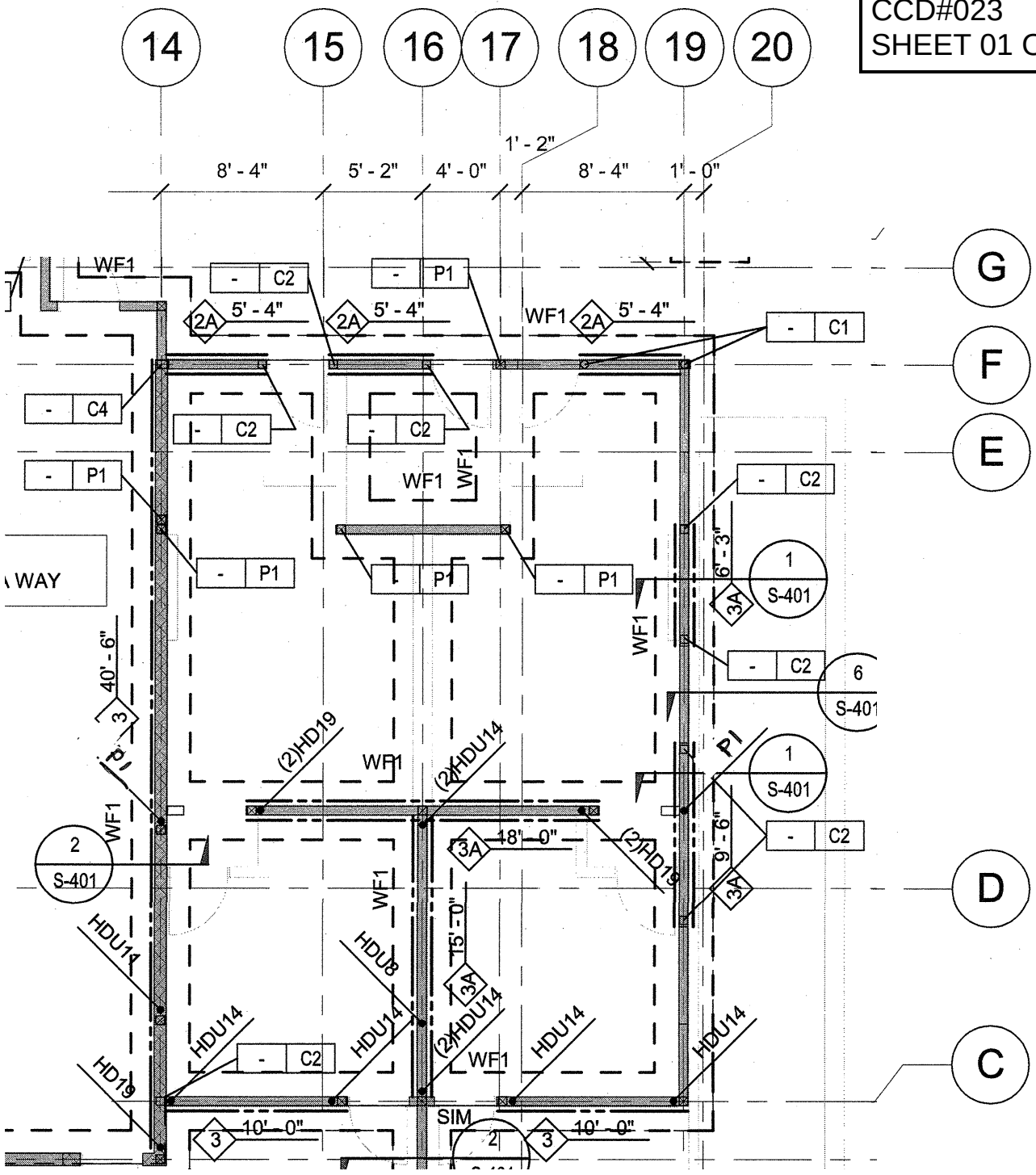
DSA A# 03-116806

Title of sheet
New Screen Wall at Girl's Bathroom

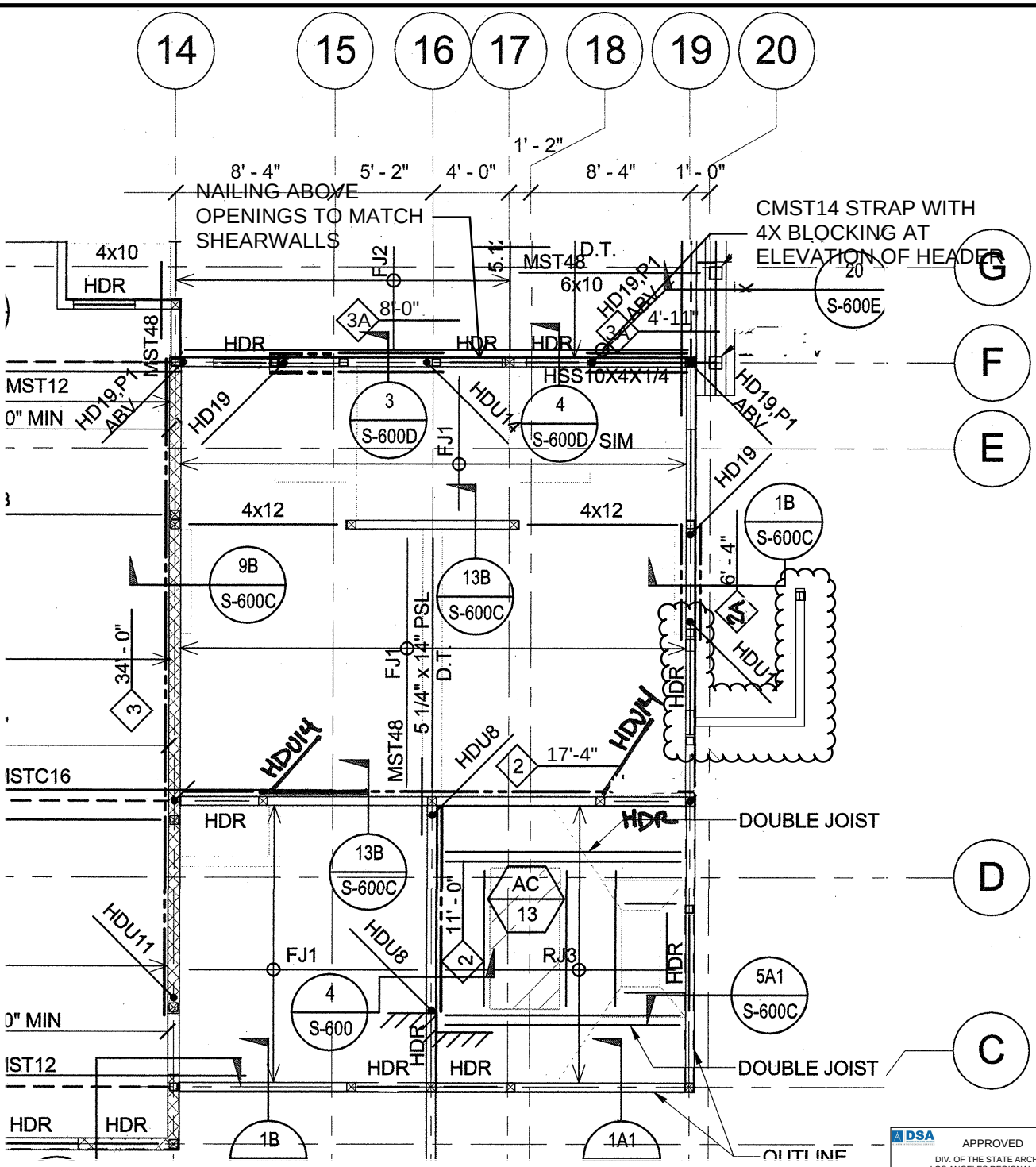
CCD #023

SSK-CCD023-01

DSA A# 03-116806
CCD#023
SHEET 01 OF 05



PARTIAL PLAN SHEET S-211
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)



DSA
APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser Niktah, DSA

REVISED PARTIAL PLAN

Description of change:

Architectural screen wall added to exterior of building. Plan denotes location and additional framing for support of wall.

referenced drawings/details: S-212

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

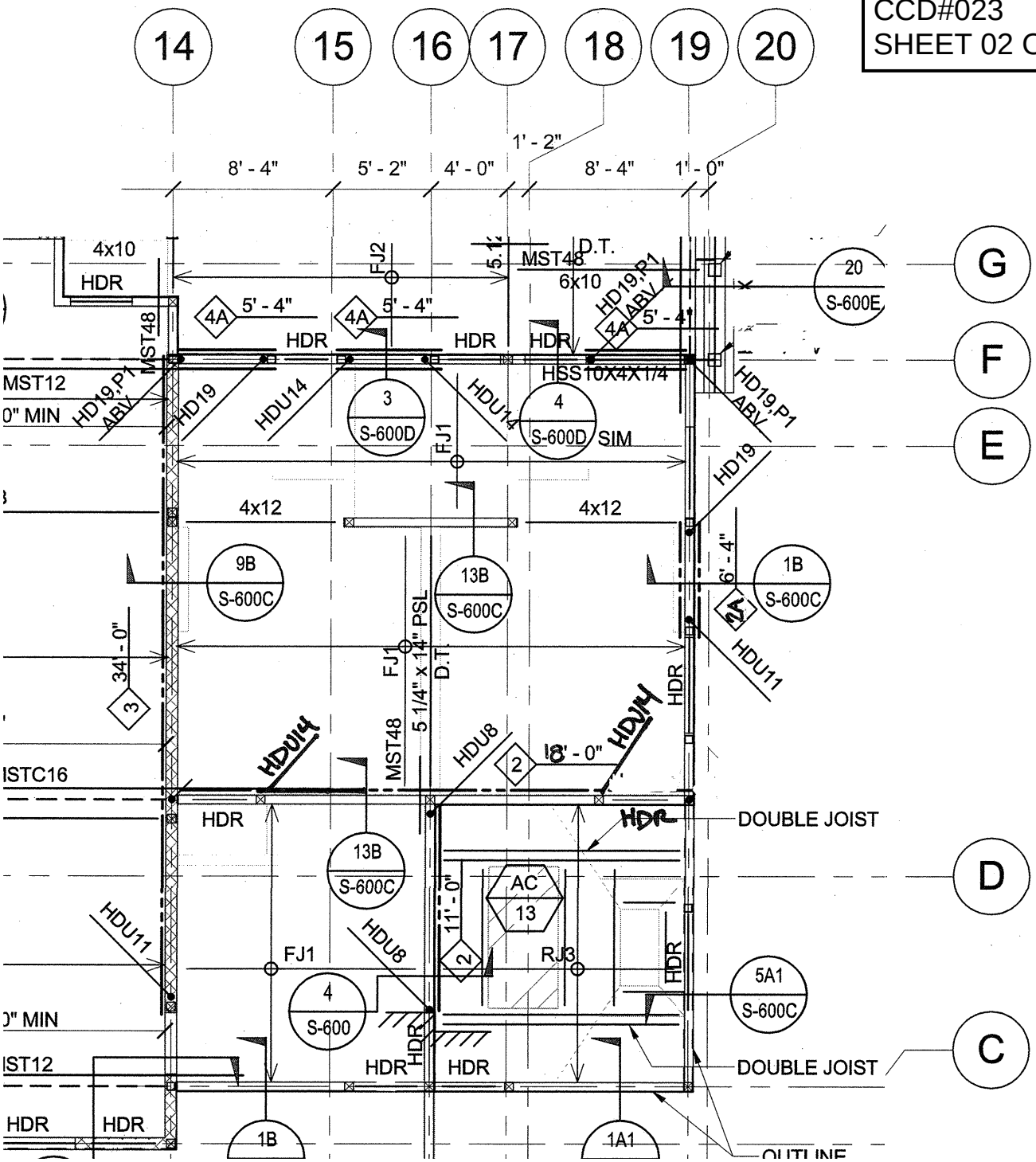
CSDA PROJECT #:	1534.01
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	
SHEET:	02 OF 04
DRAWING REFERENCE:	S-212
SCALE:	1/8"=1'-0"
DATE:	07/31/2018

CSDA DESIGN GROUP

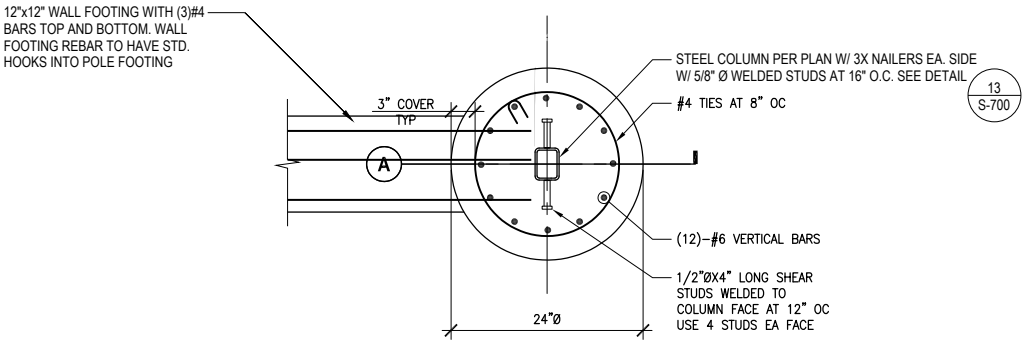
1072

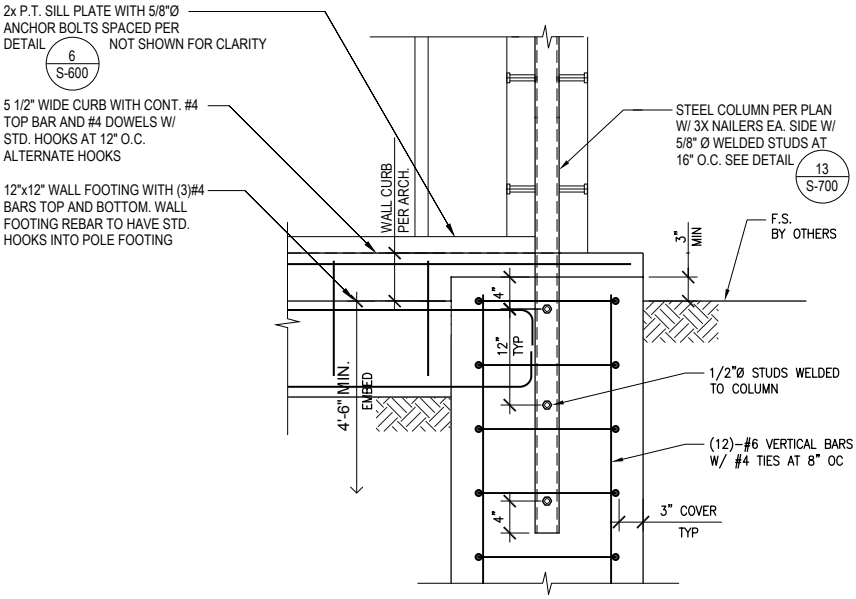
DSA A# 03-116806	Title of sheet Exterior Screen Wall at Girl's Bathroom	CCD #023	SSK-CCD023-02

DSA A# 03-116806
CCD#023
SHEET 02 OF 05



PARTIAL PLAN SHEET S-212
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)





A SECTION

DSA APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser Nikteh, DSA

NEW DETAIL

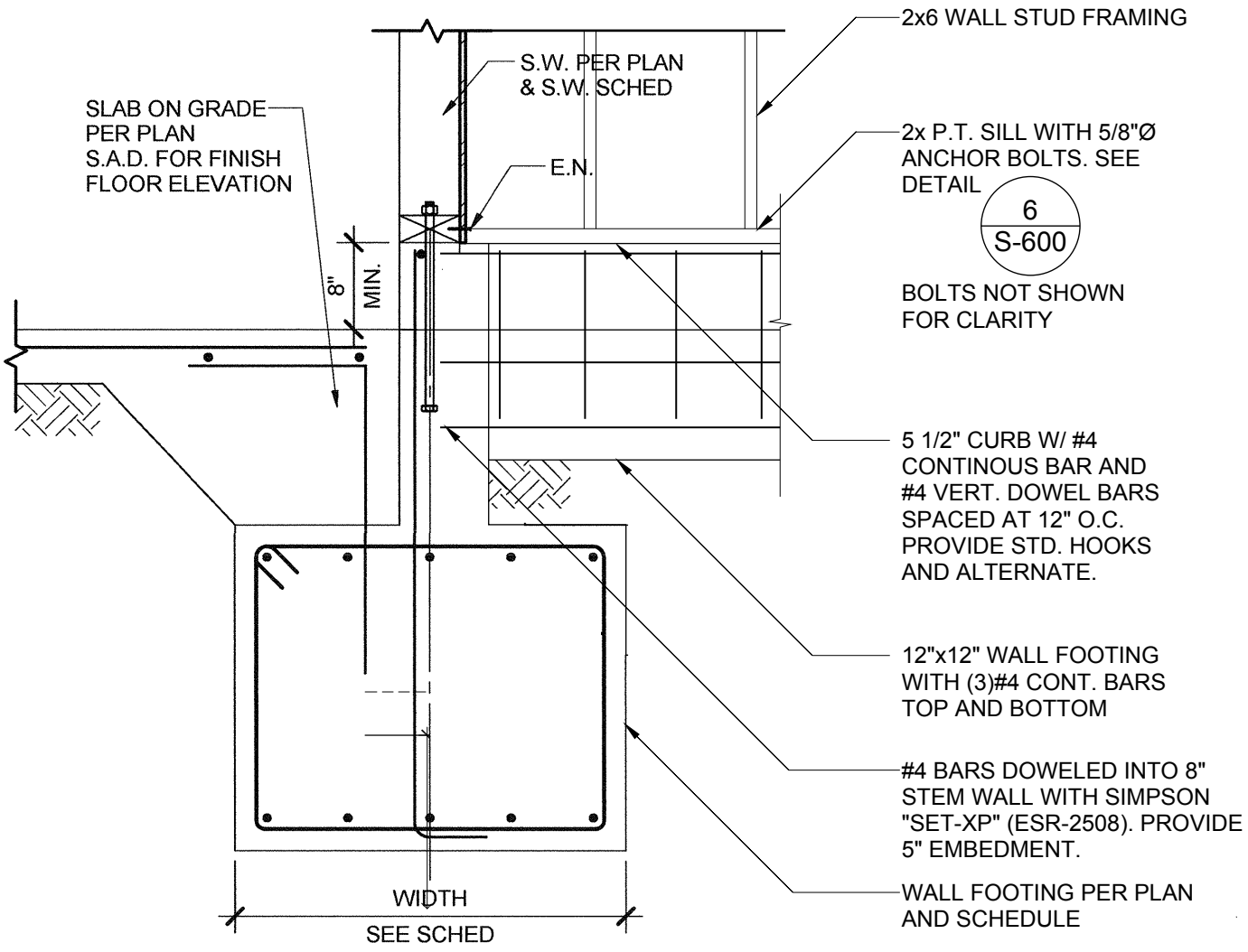
~~Description of change:~~

New wall footing and curb provided for exterior architectural screen wall. New pole footing provided for cantilevered steel column at wall end.

referenced drawings/details: SSK-CCD023-01, 6/S-600, 13/S-700

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

CSDA PROJECT #: 1534.01	SHEET: 03 OF 04		CSDA DESIGN GROUP
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: SSK-CCD023-01 SCALE: 1/2"=1'-0" DATE: 07/31/2018		
DSA A# 03-116806	Title of sheet **Foundations for Exterior Screen Wall**	**CCD #023**	**SSK-CCD023-03**



EXTERIOR WALL

SCALE : 3/4" = 1'-0"

DSA
APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser Nikteh, DSA

NEW DETAIL

Description of change:

New wall footing and curb provided for exterior architectural screen wall. Connection of new footing to existing footing and stem wall provided.

referenced drawings/details: SSK-CCD023-01, 6/S-700

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 04
DRAWING REFERENCE:	6/S-401
SCALE:	1/2"=1'-0"
DATE:	07/31/2018

CSDA DESIGN GROUP

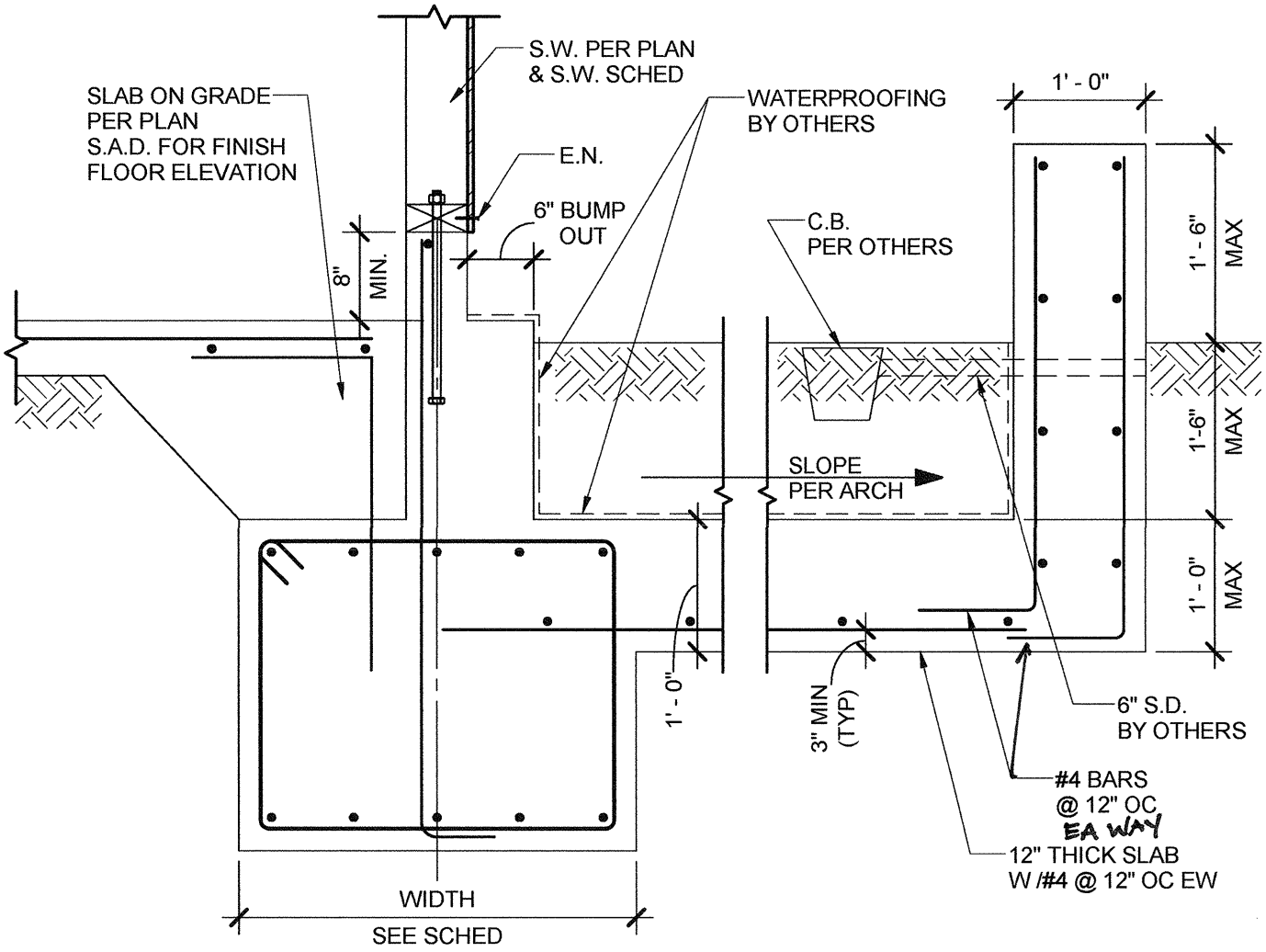
DSA A# 03-116806

Title of sheet
Foundations for Exterior Screen Wall

CCD #023

SSK-CCD023-04

DSA A# 03-116806
CCD#023
SHEET 03 OF 05

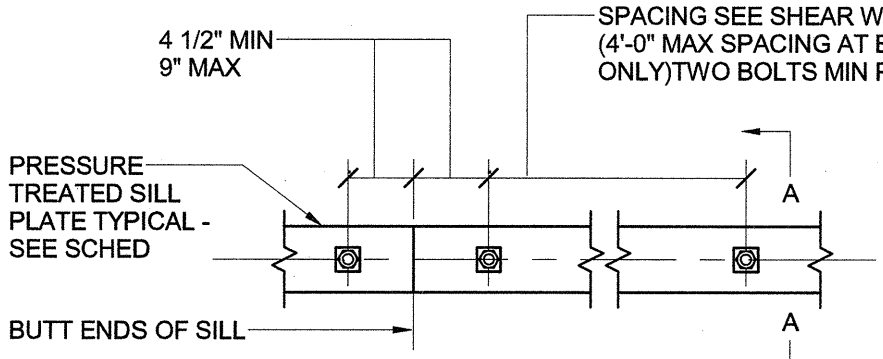


EXTERIOR WALL @ PLANTER LOCATIONS

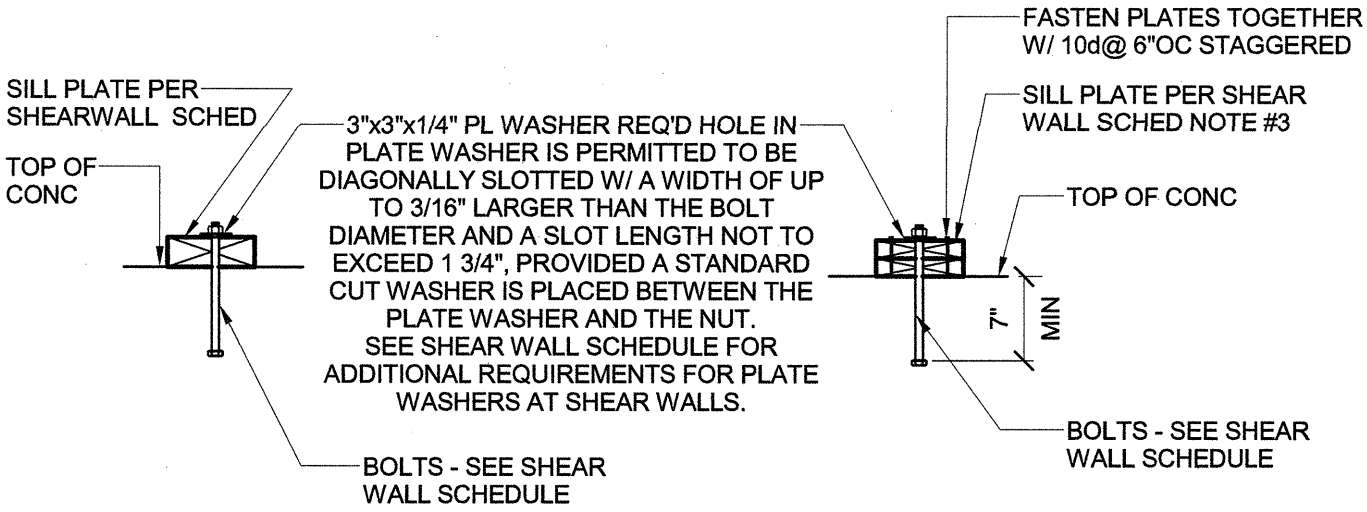
6

SCALE : 3/4" = 1'-0"

DETAIL 6/S-401
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)



PLAN - SILL PLATE



SINGLE SILL PLATE DETAIL

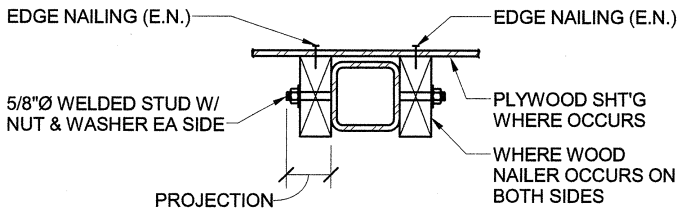
DOUBLE SILL PLATE DETAIL

SECTION A-A

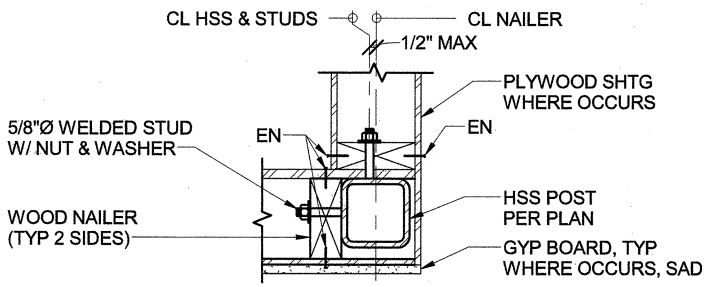
6 TOP AND BOTTOM PLATES OF STUD WALL

PARTIAL DETAIL 6/S-600
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

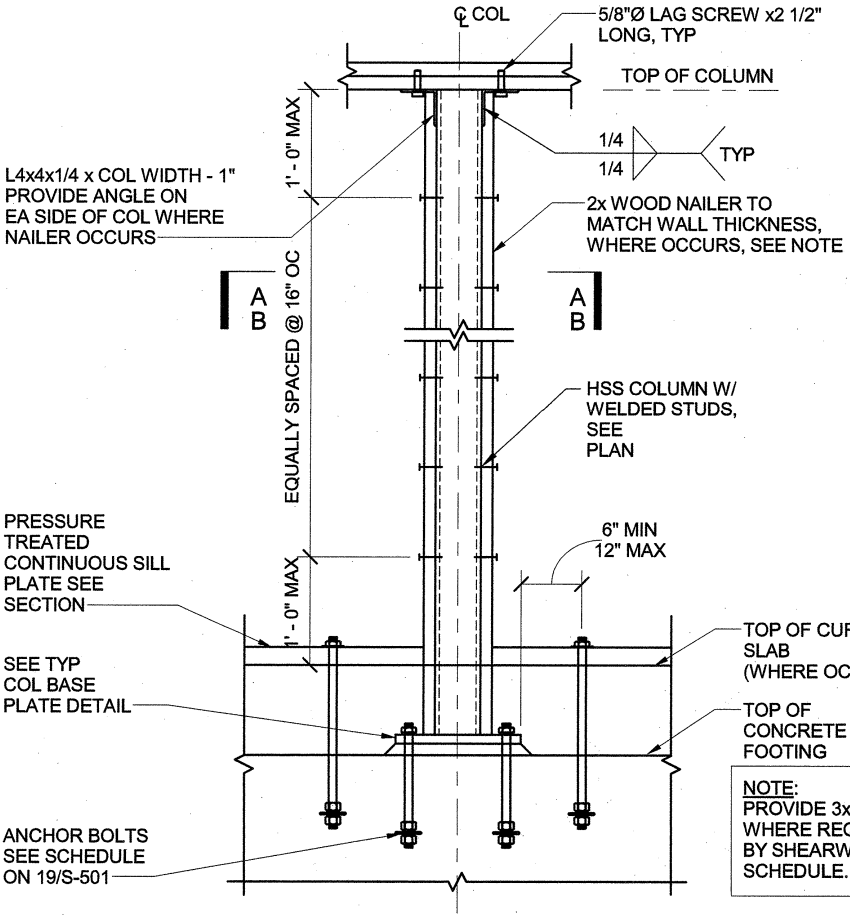
DSA A# 03-116806
CCD#023
SHEET 05 OF 05



A PLAN SECTION A - NAILER EA SIDE



B PLAN SECTION B - NAILER 2 SIDES



13 HSS COLUMN IN STUD WALL

SCALE : 3/4" = 1'-0"

1078

DETAIL 13/S-700
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

CCD023
CALCULATIONS

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 4e3410
SHEET NO. 1 OF
CALCULATED BY DATE 07.30.18
CHECKED BY DATE
SCALE

CCD023 CALCULATIONS

WIND DESIGN

PER ASCE 7-10 § 29.4.1

$F = q_h G C_f A_s$

q_h = VELOCITY PRESSURE AS DETERMINED AT HEIGHT, h.

$h = 9.0'$

$V = 115$ MPH (RISK CATEGORY II)

$q_h = 0.00256 K_z K_{zt} K_d V^2$

$K_{zt} = 1.0$

$K_z = 0.85$ (EXP. C, $h = 9.0'$) PER T. 29.3-1 OF ASCE 7-10

$K_d = 0.85$ PER T 26.6-1, ASCE 7-10

$q_h = 24.46$ PSF (W) [LRFD]

SEISMIC DESIGN

$$F_p = \frac{0.4\, a_p\, S_{DS}\, W_p}{R_p/I_p}\left(1 + 2\frac{z}{h}\right) \Rightarrow F_p = \frac{0.4(2.5)(1.696)}{(2.5/1.0)}$$

$a_p = 2.5$
$R_p = 2.5$
EXT. NON-STRUCT WALL ELEMENT PER T. 13.5-1.

$S_{DS} = 1.696$ g

$I_p = 1.0$

$F_p = 0.4 S_{DS} W_p \geq F_{p\,MIN}$ ✓

$F_p = 0.678\, W_p$

$f_p = 0.678\,(20.0\ PSF) = 13.6$ PSF

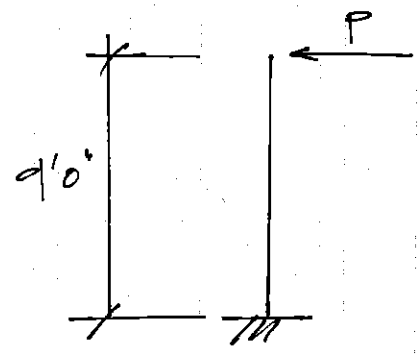
∴ WIND GOVERNS DESIGN

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 40340
SHEET NO. 2 OF
CALCULATED BY DATE 07.30.18
CHECKED BY DATE
SCALE

CED023 CALCULATIONS

POST DESIGN



$P = 24.5\ PSF\ (W)[LRFD] \times 0.5 \times 9.0' \times 0.5 \times 7.0'$

$P = 3286^{lb}\ (W)[LRFD]$

$M_U = 3286^{lb} \times 9.0' = 3474^{lb-ft} = 41688^{lb-in}$

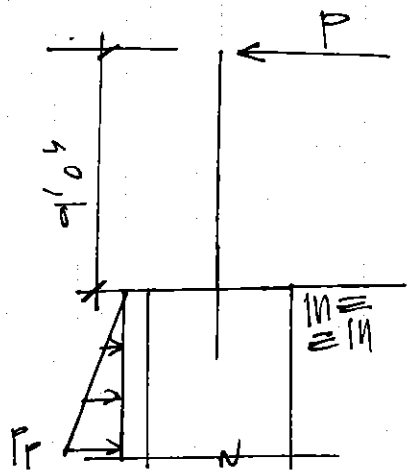
$Z_{REQ} = \frac{41688^{lb-in}}{0.9 \times 46\ KSI} = 1.01\ IN^3$

USE HSS 5x5x1/4

$Z_{xx} = 7.61\ IN^3$

POLE FOOTING DESIGN

PER APPROVED SOILS REPORT:
P_p = 150 PCF TO 1500 PSF (MAX.)



FOOTING: USE 24"ϕ FOOTING

EMBED: EMBED 4'-6" INTO COMPACTED FILL

Pole Footing Embedded in Soil

File = V:\40340 - Oxnard USD - Marshall ES\Const Admin\Calculations\40340 - Oxnard - CCD Calculations.ec6

Lic. # : KW-06009120 | Licensee : NISHKIAN CHAMBERLAIN

Description : Pole Footing

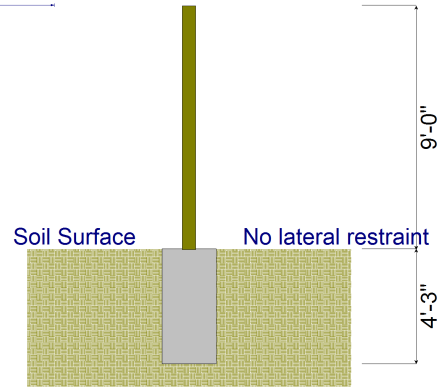
Code References

Calculations per IBC 2015 1807.3, CBC 2016, ASCE 7-10
Load Combinations Used : IBC 2015

General Information

Pole Footing Shape	Circular
Pole Footing Diameter	24.0 in
Calculate Min. Depth for Allowable Pressures	
No Lateral Restraint at Ground Surface	
Allow Passive	150.0 pcf
Max Passive	1,500.0 psf

Point Load



Controlling Values

Governing Load Combination : +D+0.60W+H

Lateral Load	0.2316 k
Moment	2.084 k-ft

NO Ground Surface Restraint

Pressures at 1/3 Depth

Actual	211.650 psf
Allowable	212.072 psf

Minimum Required Depth	4.250 ft

Footing Base Area	3.142 ft^2
Maximum Soil Pressure	0.0 ksf

Applied Loads

	Lateral Concentrated Load (k)	Lateral Distributed Loads (klf)	Vertical Load (k)
D : Dead Load	k	k/ft	k
Lr : Roof Live	k	k/ft	k
L : Live	k	k/ft	k
S : Snow	k	k/ft	k
W : Wind	0.3860 k	k/ft	k
E : Earthquake	k	k/ft	k
H : Lateral Earth	k	k/ft	k
Load distance above ground surface	9.0 ft	TOP of Load above ground surface: ft	
		BOTTOM of Load above ground surface: ft	

Load Combination Results

Load Combination	Forces @ Ground Surface: Loads - (k)	Forces @ Ground Surface: Moments - (ft-k)	Required: Depth - (ft)	Pressure at 1/3 Depth: Actual - (psf)	Pressure at 1/3 Depth: Allow - (psf)	Soil Increase: Factor
+D+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+L+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+Lr+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+S+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.750Lr+0.750L+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.750L+0.750S+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.60W+H	0.232	2.084	4.25	211.6	212.1	1.000
+D+0.70E+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.750Lr+0.750L+0.450W+H	0.174	1.563	3.88	190.2	190.8	1.000

Pole Footing Embedded in Soil

File = V:\40340 - Oxnard USD - Marshall ES\Const Admin\Calculations\40340 - Oxnard - CCD Calculations.ec6

Lic. # : KW-06009120 **Licensee : NISHKIAN CHAMBERLAIN**

Description : Pole Footing

+D+0.750L+0.750S+0.450W+H	0.174	1.563	3.88	190.2	190.8	1.000
+D+0.750L+0.750S+0.5250E+H	0.000	0.000	0.13	0.0	0.0	1.000
+0.60D+0.60W+0.60H	0.232	2.084	4.25	211.6	212.1	1.000
+0.60D+0.70E+0.60H	0.000	0.000	0.13	0.0	0.0	1.000

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

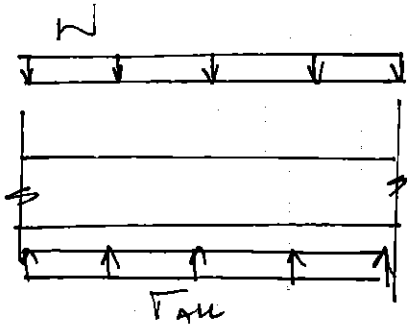
JOB OXNARD MARSHALL NO 40340
SHEET NO. 3 OF
CALCULATED BY DATE 07.30.18
CHECKED BY DATE
SCALE

CCD 223 CALCULATIONS

WALL FOOTING

$W = 9.0' \times [20.0\ psf\ (D)]$

$W = 180\ lb/'$



FOOTING PRESSURE:

$$\frac{180\ lb/'}{1.0'} = 18.0\ psf$$

1.0' ← FOOTING WIDTH

$T_{ALL} = 2000\ psf$ (PER APPROVED SOILS REPORT

USE 12" WIDE FOOTING W/
(2) #5 BARS TOP AND BOTTOM

BULLETIN #006

To:	Arelhy Arroyo CFW	Project Name:	Marshall Elementary School New Classroom Building
Cc:	Carl Magnus, Bernards Michael Rosenberg, IOR	Project Number:	1534.01
From:	Jose Arche CSDA Design Group	Subject:	Girl's restroom & Changing rooms 111 and 114.
Date:	Oct. 12, 2018	DSA A#:	03-116806

Description:

Modify the girl's restroom rm. 113 per District request on program change. Relocate the entry to the restroom and converting the entry vestibule to a coach's office. Remove the doors to the changing rooms 111 & 114 providing a case opening. Modify the lockers configuration for Accessibility and locker count from 3 to 4 tier.
Modify / Demo any work currently in place to implement this work.
Reference to CCD 023.

Revised Drawings:

CCD 023 DSA approved dated 09-13-2018

ACTION REQUIRED:

- ☐ This is a no cost or time change to the scope of work.
- ☐ Provide itemized breakdown of costs/credits for approval by the District.
- ☒ Proceed with the work as directed above.
- ☐ Proceed as directed below.
- ☐ No Action required.

PREPARED BY: Jose R. Arche

889 N. Douglas St. Suite 100 El Segundo, CA 90245 310.821.9200 www.csdadesigngroup.com

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BERNARDS

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 290

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 10-02-18
Discipline: Structural

Subject: Bulletin for CCD 23 Changes

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A-111		
A-411		
E-201		
E-202		
M-111		

QUESTION

Please see below for the list of items that needs clarification based on changes in CCD 23 during DSA approval process:

1. Missing screen wall location at Boys restroom
2. Dimensions for the existing wall to become access/partition
3. E - sheets (Locations for hand dryers, smoke detectors, etc,)
4. M - sheets (Locations for fan coils etc,)
5. Wainscoat details in Boys Restroom Vestibule
6. Floor Tile configuration in PE office (Room 116)

Considering all the mentioned items, Please confirm that a new Bulletin will be provided for the changes in CCD23.

ANSWER

Response:

1. see sheet A-411 with sketch noted, provide wall type A, (use portion of wall in place).
2. see dimensions on sketch.
3 & 4. MEP sheets where provided with noted items applicable item impacted at the girls restroom 113 and new office. Boys restroom 110 to remain per CD.
5. wainscot at vestibule per previous provided tile pattern for floor and walls
6. provide VCT flooring 'MCT-607- White Marble' no accent.

Responded by Jose Arche, CSDA on 10/09/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Debbie Pineda	10/18/2018

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 290

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 10-02-18

Discipline: Structural

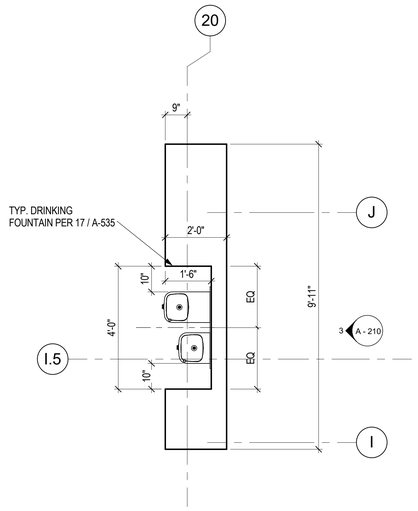
Subject: Bulletin for CCD 23 Changes

JF Construction Corp	John Ferrante	10/18/2018
Taft Electric Co	Matt Gobuty	10/18/2018
Reliable Floor Covering Inc	Will Alexander	10/18/2018

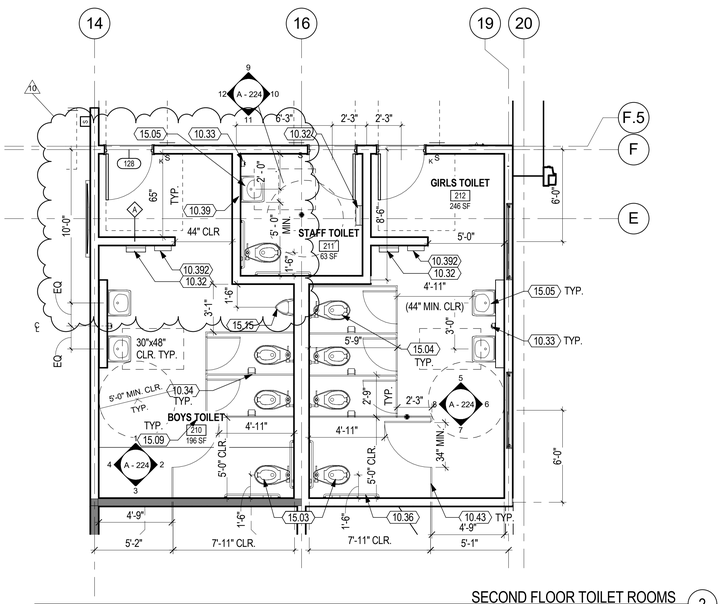
Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: William Van Zee - Bernards

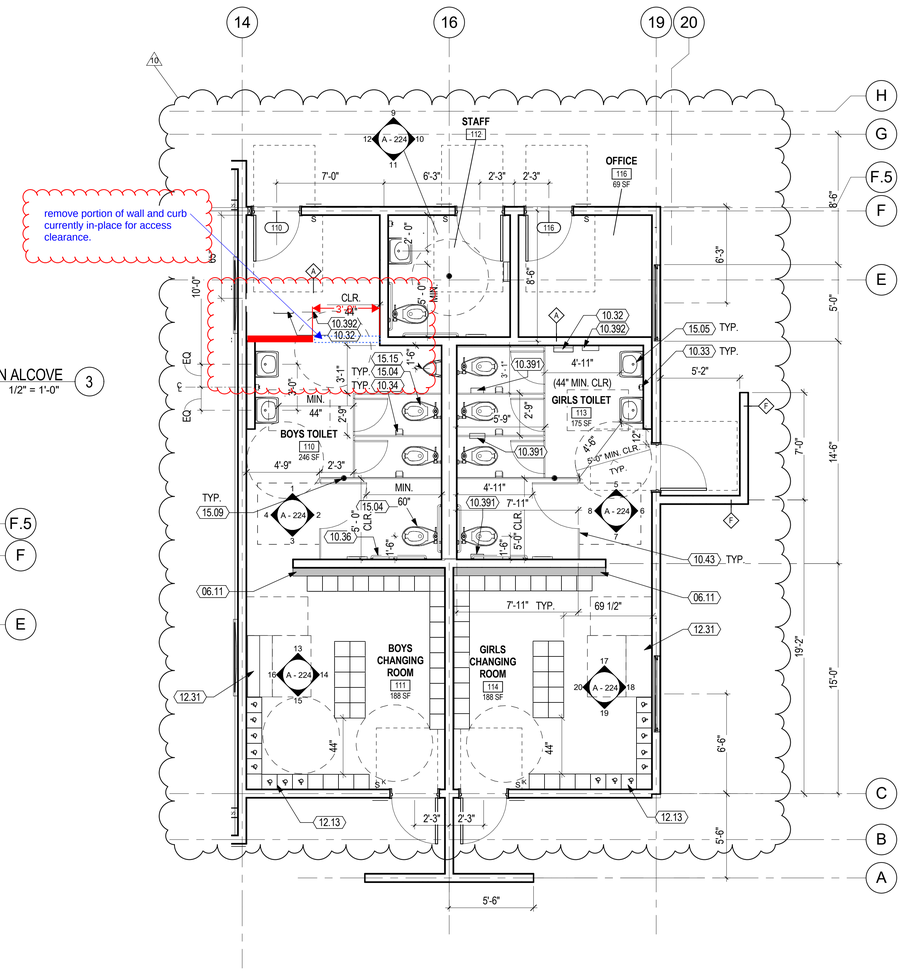
Submitted By: William Van Zee - Bernards



TYP. DRINKING FOUNTAIN ALCOVE 3
1/2" = 1'-0"



SECOND FLOOR TOILET ROOMS 2
1/4" = 1'-0"



FIRST FLOOR TOILETS AND CHANGING ROOMS 1
1/4" = 1'-0"

REFERENCE RFI 290, USE FOR RESTROOMS LAYOUT.

ACCESSIBLE LOCKER CALCULATIONS

STUDENT LOCKER COUNT:

PER LOCKER ROOM
35 (3 TIER) LOCKERS x 3 = 105 LOCKERS

REQ. ACCESS. LOCKERS = 5% = 105 x .05
= 6 ACCESSIBLE LOCKERS

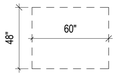
70 TOTAL STUDENT LOCKERS

SHEET NOTES

1. ALL DIMENSIONS ON THE TOILET FLOOR PLANS ARE TO FACE OF FINISH, U.O.N.
2. ALL DIMENSIONS ON THE CLASSROOM FLOOR PLANS ARE TO FACE OF STUD, U.O.N.
3. SEE SHEET A-535 FOR MINIMUM REQUIRED CLEARANCES FOR RESTROOMS.
4. SEE 1/A-535 FOR FIXTURE & ACCESSORY MOUNTING HEIGHTS.
5. WHERE FLOOR DRAINS OCCUR, ALL FINISH FLOORS TO HAVE A 2% MAX. SLOPE TO DRAIN & IN ALL DIRECTIONS.
6. FOR WALL TYPES, WINDOW & DOOR TYPES, AND OVERALL PLAN DIMENSIONS SEE BUILDING FLOOR PLANS ON A-111.
7. S.E.D. FOR FLOOR OUTLETS AT CLASSROOMS.
8. SEE G-006 FOR SIGNAGE.
9. SEE 11/A-535 & 15/A-535 FOR ACCESSIBLE TOILET DIMENSIONS.

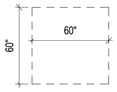
LEGEND

60" MIN. DIA. CLR TURN SPACE



60" X 48" MIN. CLR IN FRONT OF WATER CLOSET

30" X 48" MIN. CLR FRONT APPROACH



60" X 60" MIN. CLR IN FRONT OF WATER CLOSET

KEYNOTES

06.11	6" FURRED WALL
10.32	PAPER TOWEL DISPENSER & WASTE RECEPTACLE, SEE 1/A-535 FOR MOUNTING HEIGHTS AND SEE SPECS.
10.33	SURFACE MOUNTED SOAP DISPENSER, SEE 1/A-535 AND SEE SPECS.
10.34	MULTI-ROLL TOILET TISSUE DISPENSER, SEMI-RECESSED, SEE 1/A-535 FOR MOUNTING HEIGHTS
10.36	GRAB BAR, SEE 1, 8 & 10/A-535 FOR MOUNTING HEIGHTS
10.39	MIRROR, 18"X30", SEE 1 & 7/A-535 FOR MOUNTING & SPECS.
10.43	TOILET PARTITION PILASTER FROM FLOOR TO CEILING, SEE 4/A-535 & 18/A-535 FOR ATTACHMENT
10.391	SANITARY NAPKIN DISPOSAL
10.392	HAND DRYER
12.13	ACCESSIBLE LOCKER, SEE 13/A-530
12.31	20" X 48" ACCESSIBLE LOCKER ROOM BENCH
15.03	WATER CLOSET, ACCESSIBLE, S.P.D. & 1/A-535 FOR MORE INFORMATION
15.04	WATER CLOSET, STANDARD, S.P.D.
15.05	ACCESSIBLE LAVATORY, S.P.D. & SEE 1 & 14/A-535
15.09	FLOOR DRAIN, S.P.D. & SEE 12/A-535
15.15	URINAL, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 6/A-535

CSDA DESIGN GROUP

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310.821.9200

www.csdadesigngroup.com

STAMP:

LICENSED ARCHITECT
MICHAEL R. SCHOEN
No. C- 35345
RENEWAL DATE
FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

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LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
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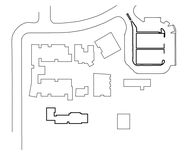
KEY PLAN:



NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/2015
2	100% CD	01/08/2016
3	DSA SUBMITTAL	01/28/2016
7	DSA BACKCHECK	02/03/2017
10	CCD 23 R2	07/31/2018

ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: 1534.01

SHEET TITLE:
ENLARGED FLOOR PLANS

SHEET NO.:
A - 411

1088

DSA **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: Marshall Elementary School New Classroom Building	DSA App. #: 03 - 116806

APPLICANT

CCD Cat. ☒ A / ☐ B, #: 023	Date Submitted: 09/11/18	Attached Pages?: ☐ No ☒ Yes (26 pages)
For CCD Cat. B, this is a ☐ voluntary submittal, ☐ 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
☐ 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: 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 this project.

Brief description of construction change (attach additional sheets if needed):

District request a change in program, the entry to the girls toilet 113 is being relocate to the east side. The entry area to the girls toilet is being converted to a P.E. Office. Access to the girls toilet room still be with-in the POT as per the DSA approved CD. Exterior screen wall is added to the entry, structural frame per attached details SSK's & Calculation

List of DSA approved drawings affected by this CCD: A-111,A-112,A-121,a-224,A-411,S-211, & S-212.

DSA USE ONLY

SSS A.W. Date 4.19.18 (Approved) / Disapproved / Not Req'd

FLS E.B. Date 5.17.18 (Approved) / Disapproved / Not Req'd

ACS N.N. Date 9.13.18 (Approved) / Disapproved / Not Req'd

Remarks _____

For business office use only

Date Sent _____

Return By _____

Delivery Method _____

DSA Stamp

DSA

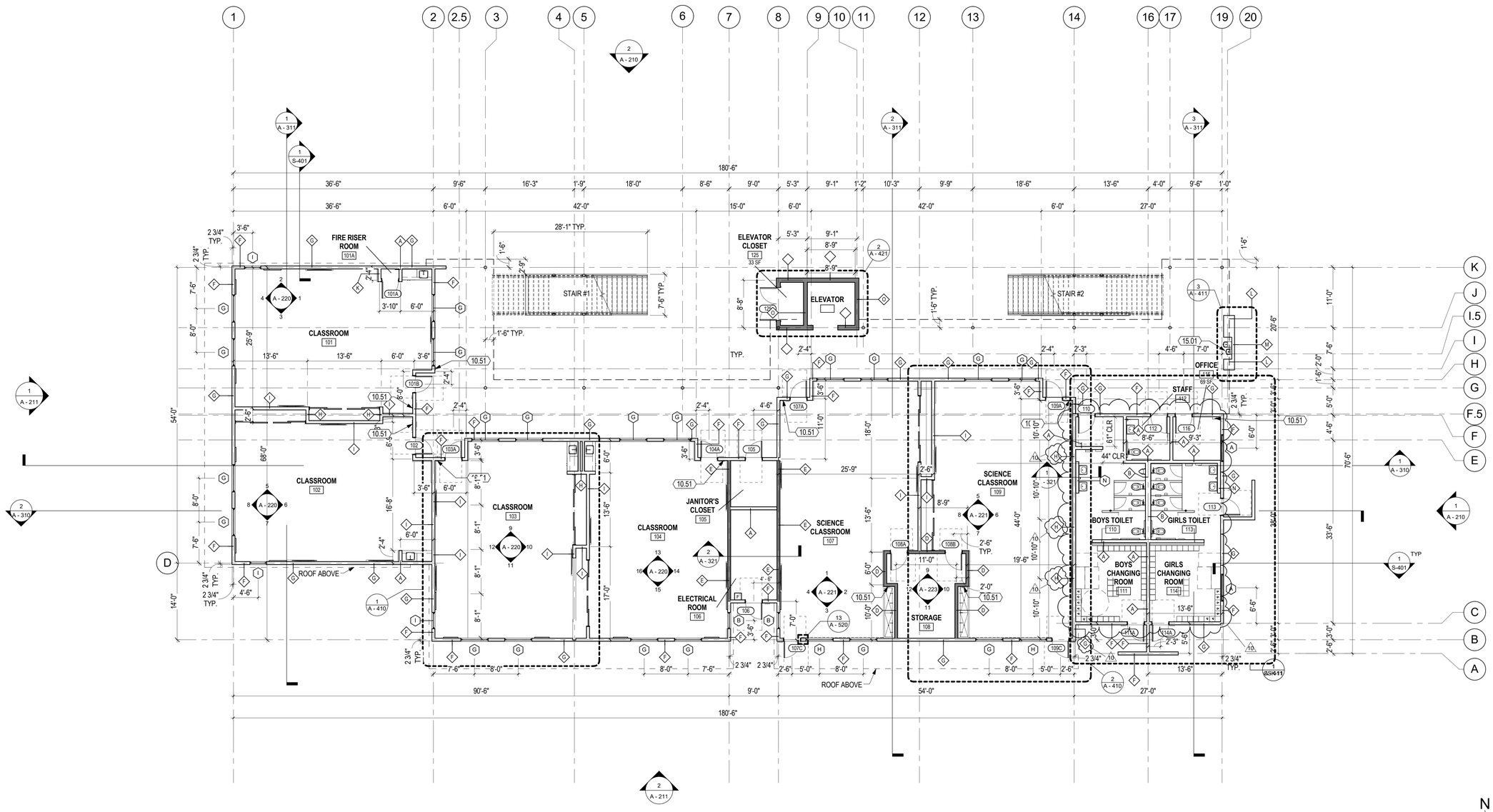
APPROVED

DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

DATE 09/13/2018

Nasser Niktab, DSA

1089



FIRST FLOOR PLAN 1
1/8" = 1'-0"

N

KEYNOTES

10.51	FIRE EXTINGUISHER CABINET SEMI-RECESSED, SEE DETAILS 6 & 7/A-530
15.01	ACCESSIBLE HI-LOW DRINKING FOUNTAIN, WALL MOUNTED, SEE 17/A-535

ACOUSTICAL NOTES

1. FLOOR & CEILING FINISHES TO BE REVIEWED BY ARCHITECT.
2. TO ACHIEVE ICC 45 CRITERION, A RESILIENT UNDERLAYMENT WILL BE NEEDED UNDER THE FINISH FLOORING AT THE SECOND FLOOR. SEE ACOUSTICAL SPEC. SECTION.
3. INTERIOR WALLS TO MEET THE ACOUSTICAL STC 45 CRITERION FOR DEMISING WALLS BETWEEN LEARNING LABS. SEE ACOUSTICAL SPEC. SECTION.

LEGEND

- WOOD STUD WALL
- WOOD STUD WALL - 1 HR. FIRE RATED
- (A) WALL TYPE, SEE SHEET A-620
- (D) WINDOW TYPE, SEE SHEET A-610
- (101) DOOR #, SEE SHEET A-610

SHEET NOTES

1. FINISH FLOOR ELEVATION SHALL BE 0'-0" @ THE GROUND FLOOR & 14'-0" @ THE SECOND FLOOR, U.O.N.
2. DIMENSIONS TO WALLS / WALL OPENINGS ARE TO CENTERLINE OF STUD, U.O.N.
3. FOR EXTERIOR & INTERIOR WALL TYPES SEE A-620.
4. S.S.D. FOR ADDITIONAL COLUMN & SHEAR WALL LOCATIONS.
5. SEE ENLARGED PLANS FOR ADDITIONAL DIMS. & INFORMATION.

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STAMP:

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No. C-35345
RENEWAL DATE FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

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PROJECT OWNER:
OXNARD SCHOOL DISTRICT

1051 S. A Street
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805.487.3918

www.oxnardsd.org

PROJECT NAME:
MARSHALL NEW CLASSROOM BUILDING

2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:

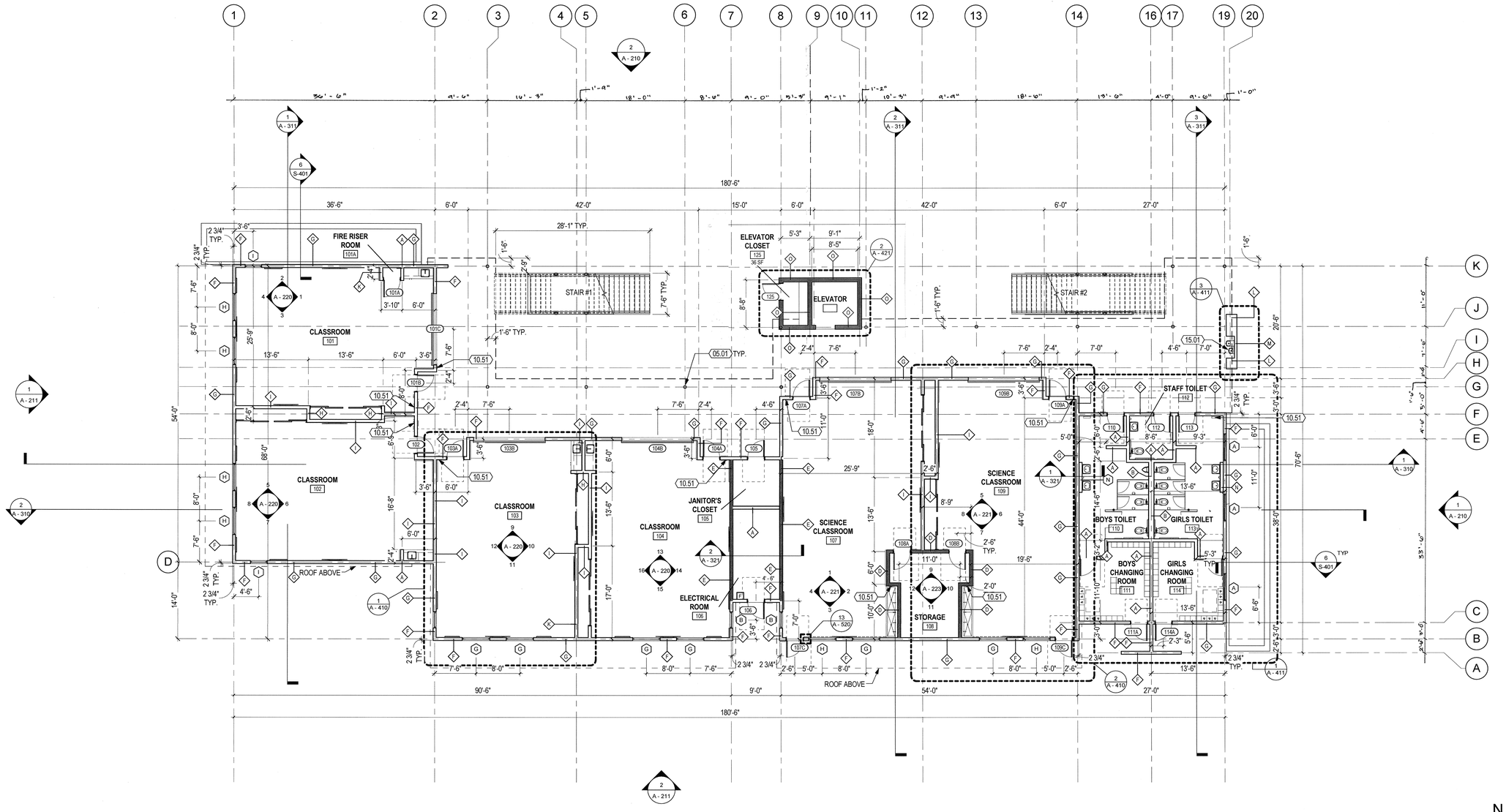
NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/2015
2	100% CD	01/08/2016
3	DSA SUBMITTAL	01/28/2016
7	DSA BACKCHECK	02/03/2017
10	CCD 23 R2	07/31/2018

ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: 1534.01

SHEET TITLE:
FIRST FLOOR PLAN

SHEET NO.:
A - 111
1090



FIRST FLOOR PLAN (1)
1/8" = 1'-0"

N

KEYNOTES

05.01	STRUCTURAL COLUMN, S.S.D. TYPICAL
10.51	FIRE EXTINGUISHER CABINET SEMI-RECESSED, SEE DETAILS 6 & 7/A-530
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- (A) WALL TYPE, SEE SHEET A-620
- (D) WINDOW TYPE, SEE SHEET A-610
- (101) DOOR #, SEE SHEET A-610

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5. SEE ENLARGED PLANS FOR ADDITIONAL DIMS. & INFORMATION.

FOR REFERENCE ONLY

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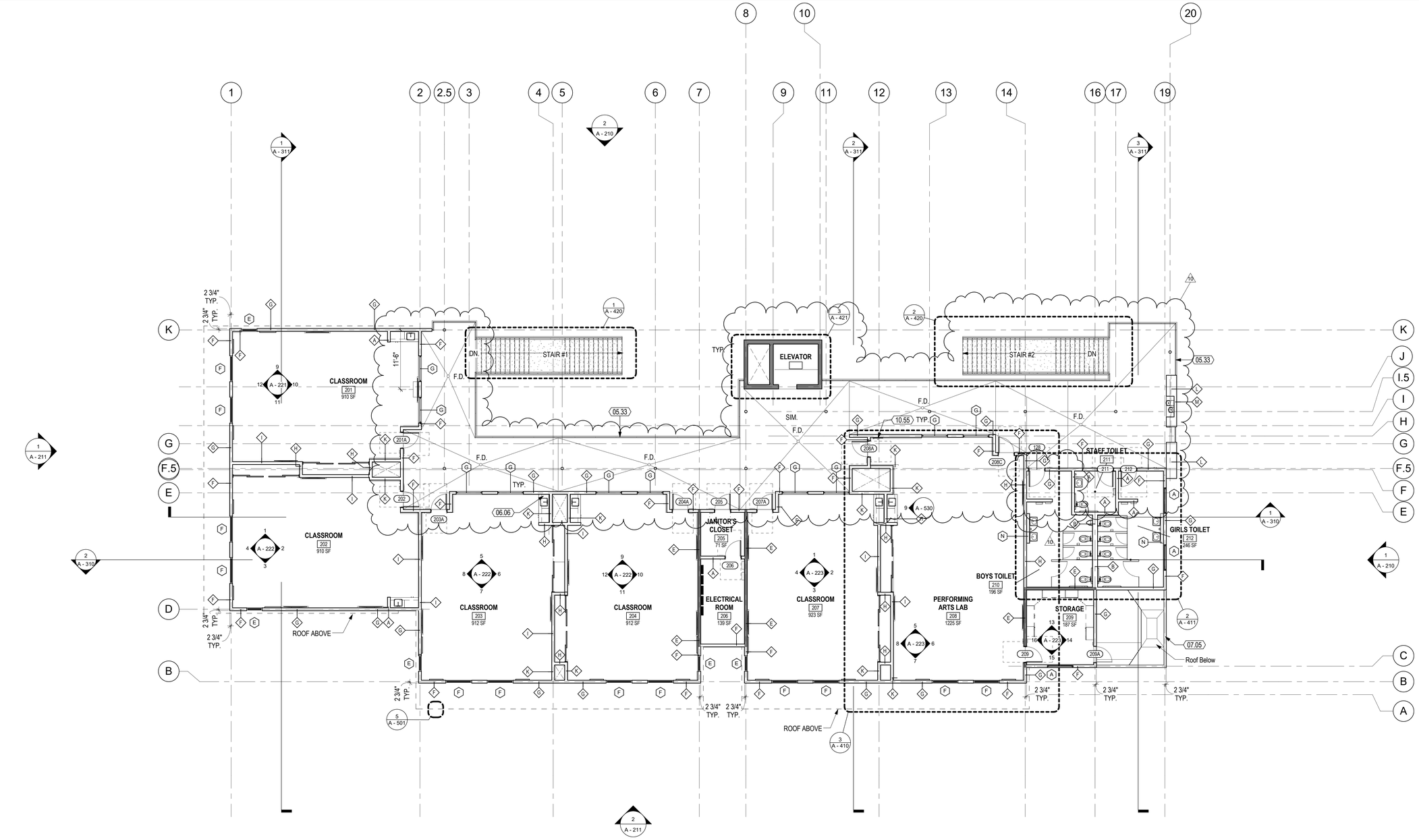
2	100% CD	01/08/16
3	DSA SUBMITTAL	01/28/16
7	DSA BACKCHECK	02/03/17

ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: 1534.01

SHEET TITLE:
FIRST FLOOR PLAN

SHEET NO.:
A - 111



2ND FLOOR PLAN (1)
1/8" = 1'-0"

KEYNOTES

05.33	FOR GUARDRAIL DETAIL, SEE 15/A-560
06.06	COUNTER TOP WITH 4" BACKSPLASH AT SINK, SEE 20/A-570
07.05	PARAPET WALL, SEE 1/S-600C
10.55	FIRE EXTINGUISHER CABINET SEMI-RECESSED, SEE DETAILS 6 & 7/A-530

LEGEND

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7	DSA BACKCHECK	02/03/2017
10	CCD 23 R2	07/31/2018

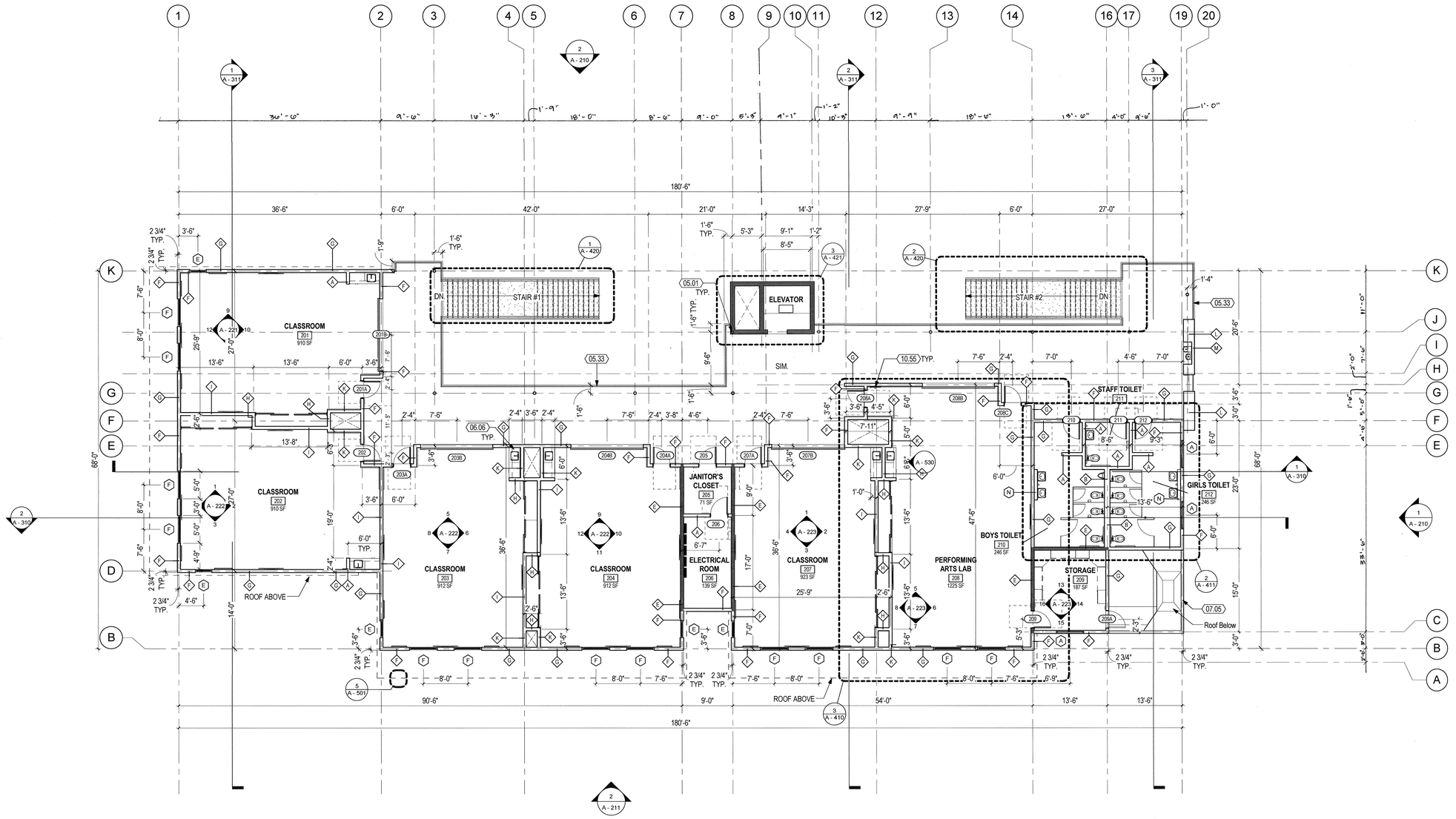
ORIGINAL SCALE: 0" 1" 2"
PROJECT NO.: 1534.01

SHEET TITLE:
SECOND FLOOR PLAN

SHEET NO.:
A - 112

1092

FOR REFERENCE ONLY



2ND FLOOR PLAN (1)
1/8" = 1'-0"

KEYNOTES

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05.33	FOR GUARDRAIL DETAIL, SEE 15/A-560
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07.05	PARAPET WALL, SEE 1/S-600C
10.55	FIRE EXTINGUISHER CABINET SEMI-RECESSED, SEE DETAILS 6 & 7/A-530

LEGEND

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- WOOD STUD WALL - 1 HR. FIRE RATED
- WALL TYPE, SEE SHEET A-620
- WINDOW TYPE, SEE SHEET A-610
- DOOR #, SEE SHEET A-610

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AC MF FLS SS M.K
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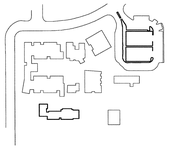
OXNARD, CA 93036

KEY PLAN:



NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	01/08/16
3	DSA SUBMITTAL	01/28/16
7	DSA BACKCHECK	02/03/17

ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: 1534.01

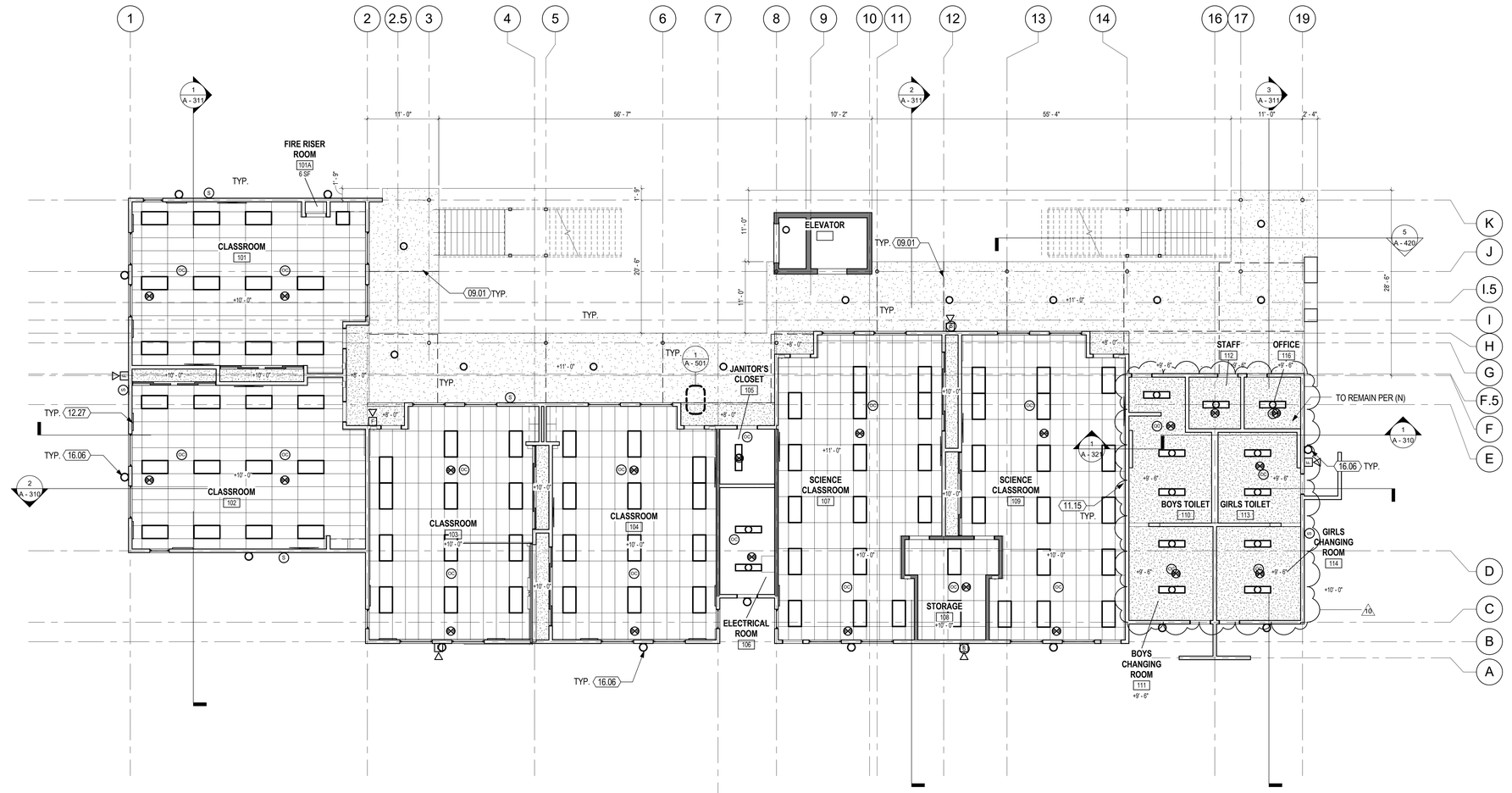
SHEET TITLE:

SECOND FLOOR PLAN

SHEET NO.:

A - 112

1093



1ST FLOOR REFLECTED CEILING PLAN (1)
1/8" = 1'-0"

LEGEND

- ACOUSTICAL CEILING TILE 24" x 48", SEE A-540 FOR DETAILS, SEE FINISH SCHEDULE FOR TYPE
- GYPSUM BOARD - SOFFIT FRAME, SEE 13 & 17/S-700
- PLASTER PER DETAIL 16/A-510
- EXPOSED
- 2x4 FLOURESCENT, S.E.D.
- E — 2x4 EMERGENCY LIGHTING, S.E.D.
- 2x2 FLOURESCENT, S.E.D.
- PENDANT MOUNTED FLUORESCENT LIGHTING FIXTURE, S.E.D.
- SURFACE MOUNTED FLOURESCENT LIGHTING FIXTURE, S.E.D.
- FLOURESCENT STRIP LIGHTING FIXTURE, S.E.D.
- FIRE SPRINKLER HEADS, SEE FIRE SPRINKLER DRAWINGS FOR DIFFERENT TYPES
- SUPPLY AIR DIFFUSER, S.M.D.
- RETURN AIR DIFFUSER, S.M.D.
- SUPPLY AIR DIFFUSER, S.M.D.
- RETURN AIR DIFFUSER, S.M.D.
- EXHAUST FAN, S.M.D.
- CEILING ACCESS PANEL. 15/A-540
- SMOKE DETECTOR, S.E.D.
- CEILING MOUNTED EXIT SIGN, S.E.D.
- RECESSED CAN DOWNLIGHT, S.E.D.
- WALL MOUNTED EXTERIOR LIGHT, S.E.D.
- CEILING MOUNTED EXTERIOR LIGHT, S.E.D.
- DEPICTS ROOF PLANE SLOPING & DIRECTION OF SLOPE, SEE EXTERIOR ELEVATIONS & ROOF PLAN
- +10' - 0 1/2" — CEILING HEIGHTS MEASURED FROM T.O.FINISH FLR

SHEET NOTES

1. CEILING TILES SHALL BE CENTERED WITHIN THE ROOM, U.O.N. NOTIFY ARCHITECT OF ALL AREAS WHERE CEILING TILES ARE SMALLER THAN 1'-0".

2. METAL SUSPENSION SYSTEMS FOR LAY-IN PANEL CEILINGS SHALL COMPLY WITH IR 25-2.13. CBC 2013, SECTION 1616A.1.20 REQUIRES THE DESIGN AND INSTALLATION TO BE IN COMPLIANCE WITH ASTM C635, C636C AND E580, SECTION 5.

3. FOR CEILING AREAS EXCEEDING 2,500 SF, A SEISMIC SEPARATION JOINT SHALL BE PROVIDED TO DIVIDE THE CEILING INTO AREAS NOT EXCEEDING 2,500 SF IN ACCORDANCE WITH ASTM E580, SECTION 5.2.9. PER DETAIL 21/A-540

4. CEILING GRID MEMBERS SHALL BE ATTACHED TO TWO (2) ADJACENT WALLS PER ASTM E580, SECTION 5.2.3. CEILING GRID MEMBERS SHALL BE AT LEAST 3/4 INCH CLEAR OF WALL. PER DETAIL 1/A-540.

5. PROVIDE CEILING ACCESS PANELS IN ALL HARD LID CEILINGS AND SOFFITS, SEE 17/A-540

6. LATERAL BRACING FOR PENDANT LIGHT FIXTURES, SEE 8/E-050.

7. GENERAL CONTRACTOR TO COORDINATE FULL HEIGHT CASEWORK WITH CEILING HEIGHTS.

8. SEE SHEET G-004 FOR WALL RATINGS.

9. PROVIDE STENCILED MARKING AT RATED WALLS PER CBC 703.6. SEE DETAIL 19/A-550

KEYNOTES

09.01	CEILING EXPANSION JOINT, SIM. SEE 15/A-510
11.15	60" FLAT SCREEN TV, SEE 1, 2/A-531
12.27	(2) 2'-8" X 10' SLIDING MARKER BOARDS, SEE 10/A-530
16.06	WALL MOUNTED LIGHT FIXTURE, PER DETAIL

CSDA DESIGN GROUP
4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
310.821.9200
www.csdadesigngroup.com

STAMP:

LICENSED ARCHITECT
MICHAEL R. SCHOEN
No. C-35345
RENEWAL DATE FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

DSA
APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser

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OXNARD SCHOOL DISTRICT
Est. 1873

PROJECT OWNER:
OXNARD SCHOOL DISTRICT
1051 S. A Street
OXNARD, CA 93030
805.487.3918
www.oxnardsd.org

PROJECT NAME:
MARSHALL NEW CLASSROOM BUILDING
2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:

NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/2015
2	100% CD	01/08/2016
3	DSA SUBMITTAL	01/28/2016
7	DSA BACKCHECK	02/03/2017
10	CCD 23 R2	07/31/2018

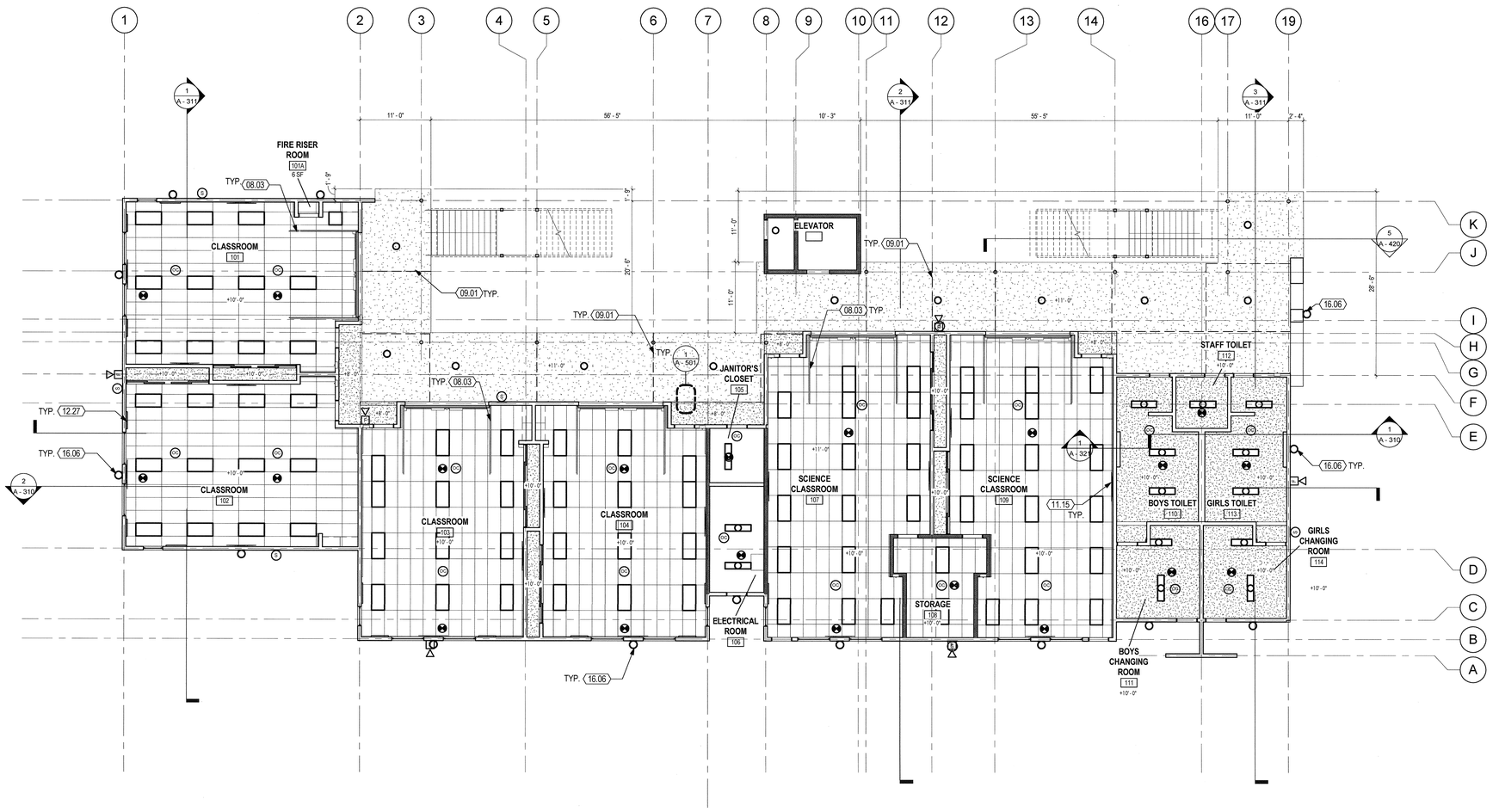
ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: 1534.01

SHEET TITLE:
FIRST FLOOR REFLECTED CEILING PLAN

SHEET NO.:
A - 121

1094



1ST FLOOR REFLECTED CEILING PLAN (1)
1/8" = 1'-0"

FOR REFERENCE ONLY

LEGEND

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8. SEE SHEET G-004 FOR WALL RATINGS.

9. PROVIDE STENCILED MARKING AT RATED WALLS PER CBC 703.6. SEE DETAIL 19/A-550

KEYNOTES

08.03	GARAGE DOOR TRACKS, SEE DOOR SCHEDULE, SEE 17/A-521
09.01	CEILING EXPANSION JOINT, SIM. SEE 15/A-510
11.15	60" FLAT SCREEN TV, SEE 1, 2/A-531
12.27	(2) 2'-8" X 10' SLIDING MARKER BOARDS, SEE 10/A-530
16.06	WALL MOUNTED LIGHT FIXTURE, PER DETAIL

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STAMP:

LICENSED ARCHITECT
MICHAEL R. SCHOEN
No. C-35365
RENEWAL DATE FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
03-116806
AC RLS SS M.V.C.
FEB 17 2017

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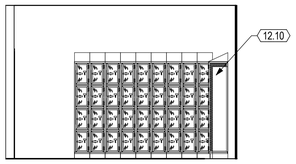
0" 1" 2"

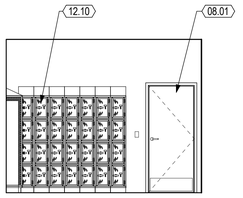
PROJECT NO.: 1534.01

SHEET TITLE:
FIRST FLOOR REFLECTED CEILING PLAN

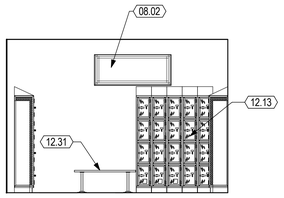
SHEET NO.:
A - 121



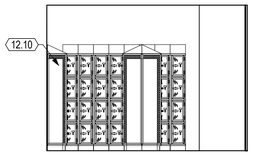
GIRL'S CHANGING ROOM - RM 114 - WEST 20
1/4" = 1'-0"



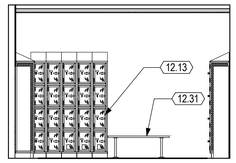
GIRL'S CHANGING ROOM - RM 114 - SOUTH 19
1/4" = 1'-0"



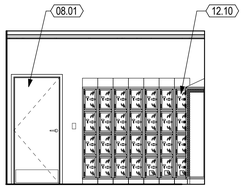
GIRL'S CHANGING ROOM - RM 114 - EAST 18
1/4" = 1'-0"



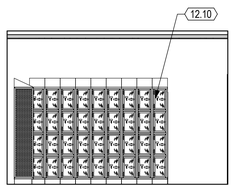
GIRL'S CHANING ROOM - RM 114 - NORTH 17
1/4" = 1'-0"



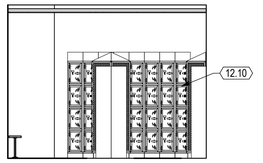
BOY'S CHANGING ROOM - RM 111 - WEST 16
1/4" = 1'-0"



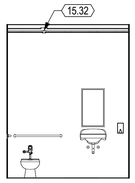
BOY'S CHANGING ROOM - RM 111 - SOUTH 15
1/4" = 1'-0"



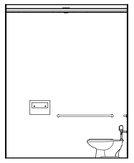
BOY'S CHANGING ROOM - RM 111 - EAST 14
1/4" = 1'-0"



BOY'S CHANGING ROOM - RM 111 - NORTH 13
1/4" = 1'-0"



TYP. FACULTY RESTROOM - WEST 12
1/4" = 1'-0"



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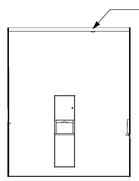
1/4" = 1'-0"



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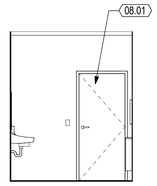
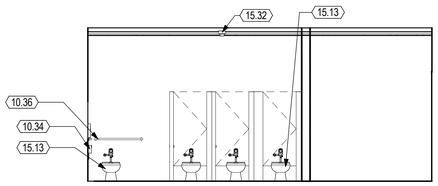
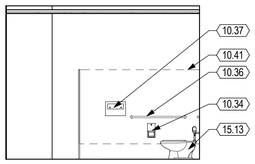
1/4" = 1'-0"



TYP. FACULTY RESTROOM - NORTH 9
1/4" = 1'-0"



TYP. GIRL'S RESTROOM - WEST 8
1/4" = 1'-0"



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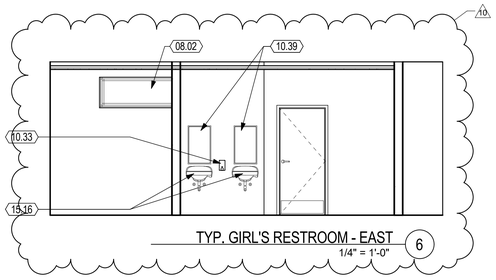
1/4" = 1'-0"



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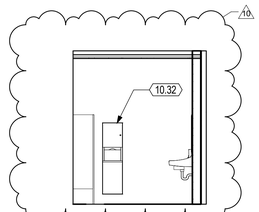
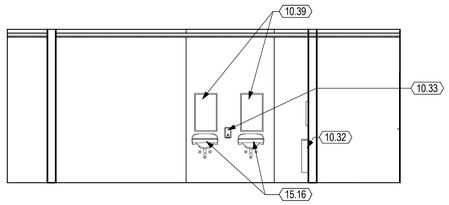
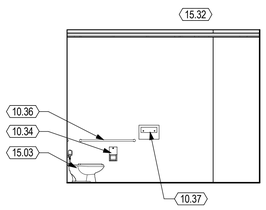


TYP. GIRL'S RESTROOM - NORTH 5
1/4" = 1'-0"



TYP. BOY'S RESTROOM - WEST 4
1/4" = 1'-0"



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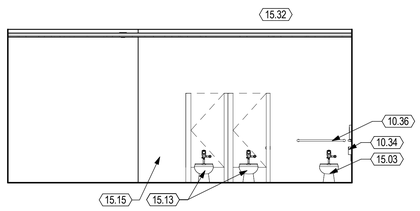
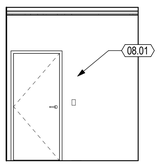
1/4" = 1'-0"



TYP. BOY'S RESTROOM - EAST 2
1/4" = 1'-0"



TYP. BOY'S RESTROOM - NORTH 1
1/4" = 1'-0"

KEYNOTES

08.01	DOOR, SEE DOOR SCHEDULE
08.02	WINDOW, SEE WINDOW SCHEDULE
10.32	PAPER TOWEL DISPENSER & WASTE RECEPTACLE, SEE 1/A-535 FOR MOUNTING HEIGHTS AND SEE SPECS.
10.33	SURFACE MOUNTED SOAP DISPENSER, SEE 1/A-535 AND SEE SPECS.
10.34	MULTI-ROLL TOILET TISSUE DISPENSER, SEMI-RECESSED, SEE 1/A-535 FOR MOUNTING HEIGHTS
10.36	GRAB BAR, SEE 1, 8 & 10/A-535 FOR MOUNTING HEIGHTS
10.37	SEAT COVER DISPENSER, SEE 1/A-535 FOR MOUNTING HEIGHTS
10.39	MIRROR, 18"X30", SEE 1 & 7/A-535 FOR MOUNTING & SPECS.
10.41	ACCESSIBLE SIDE TOILET STALL, SEE 11/A-535 FOR MIN. REQUIREMENTS
12.10	12" X 12" FOUR-TIER STACK LOCKER, SEE 13/A-530
12.13	ACCESSIBLE LOCKER, SEE 13/A-530
12.31	20" X 48" ACCESSIBLE LOCKER BENCH
15.03	WATER CLOSET, ACCESSIBLE, S.P.D. & 1/A-535 FOR MORE INFORMATION
15.13	WATER CLOSET, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 1/A-535 FOR MORE INFORMATION
15.15	URINAL, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 6/A-535
15.16	LAVATORY, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 10/A-570
15.32	SMOKE DETECTOR

SHEET NOTES

1. FOR ANCHORAGE OF CASEWORK, SEE DETAIL 1/A570.

CSDA DESIGN GROUP

4061 Glencoe Ave., Suite B
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310.821.9200

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STAMP:

LICENSED ARCHITECT
MICHAEL R. SCHOEN
No. C-35345
RENEWAL DATE
FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

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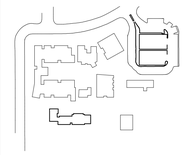

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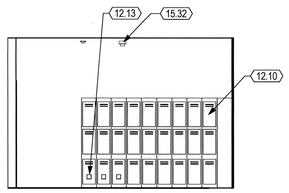
ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: 1534.01

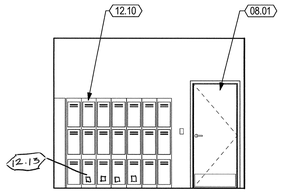
SHEET TITLE:
TOILET INTERIOR ELEVATIONS

SHEET NO.:
A - 224

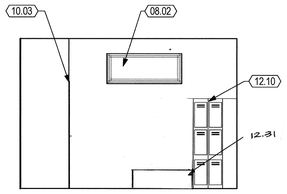
1096



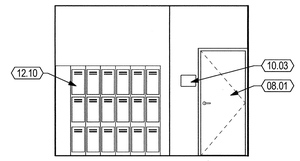
GIRL'S CHANGING ROOM - RM 114 - WEST 20
1/4" = 1'-0"



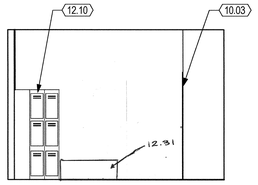
GIRL'S CHANGING ROOM - RM 114 - SOUTH 19
1/4" = 1'-0"



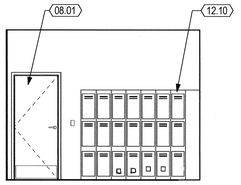
GIRL'S CHANGING ROOM - RM 114 - EAST 18
1/4" = 1'-0"



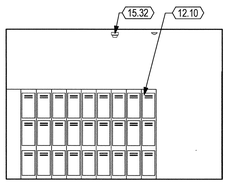
GIRL'S CHANING ROOM - RM 114 - NORTH 17
1/4" = 1'-0"



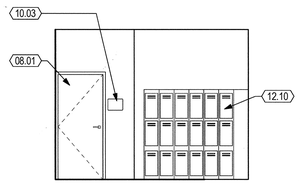
BOY'S CHANGING ROOM - RM 111 - WEST 16
1/4" = 1'-0"



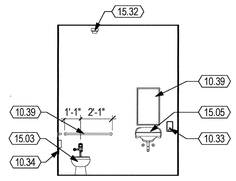
BOY'S CHANGING ROOM - RM 111 - SOUTH 15
1/4" = 1'-0"



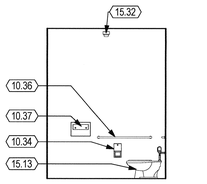
BOY'S CHANGING ROOM - RM 111 - EAST 14
1/4" = 1'-0"



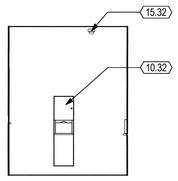
BOY'S CHANGING ROOM - RM 111 - NORTH 13
1/4" = 1'-0"



TYP. FACULTY RESTROOM - WEST 12
1/4" = 1'-0"



TYP. FACULTY RESTROOM - SOUTH 11
1/4" = 1'-0"



TYP. FACULTY RESTROOM - EAST 10
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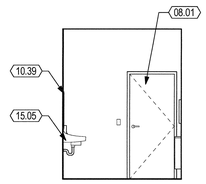
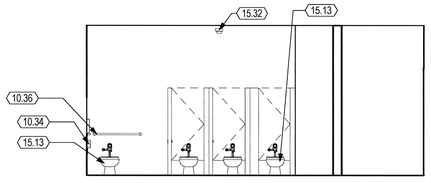
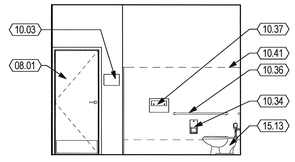


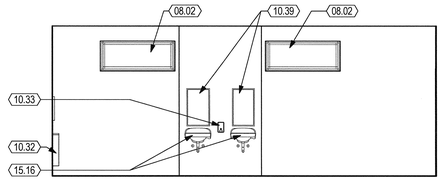
TYP. FACULTY RESTROOM - NORTH 9
1/4" = 1'-0"



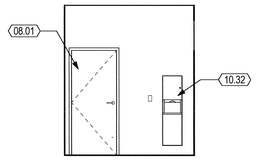
TYP. GIRL'S RESTROOM - WEST 8
1/4" = 1'-0"



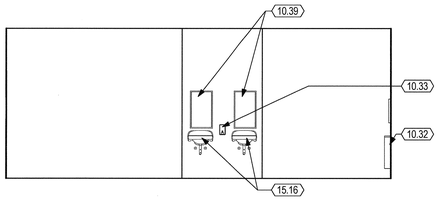
TYP. GIRL'S RESTROOM - SOUTH 7
1/4" = 1'-0"



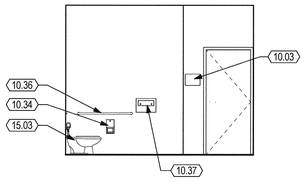
TYP. GIRL'S RESTROOM - EAST 6
1/4" = 1'-0"



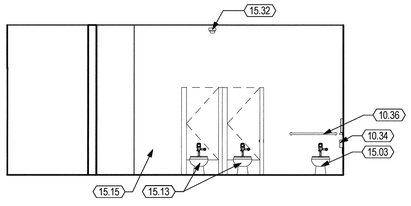
TYP. GIRL'S RESTROOM - NORTH 5
1/4" = 1'-0"



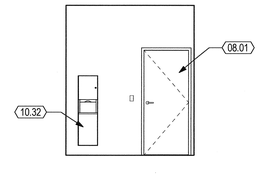
TYP. BOY'S RESTROOM - WEST 4
1/4" = 1'-0"



TYP. BOY'S RESTROOM - SOUTH 3
1/4" = 1'-0"



TYP. BOY'S RESTROOM - EAST 2
1/4" = 1'-0"



TYP. BOY'S RESTROOM - NORTH 1
1/4" = 1'-0"

KEYNOTES

08.01	DOOR, SEE DOOR SCHEDULE
08.02	WINDOW, SEE WINDOW SCHEDULE
10.03	TACTILE ROOM NAME & NUMBER SIGNAGE, SEE 1/A-550
10.32	PAPER TOWEL DISPENSER & WASTE RECEPTACLE, SEE 1/A-535 FOR MOUNTING HEIGHTS AND SEE SPECS.
10.33	SURFACE MOUNTED SOAP DISPENSER, SEE 1/A-535 AND SEE SPECS.
10.34	MULTI-ROLL TOILET TISSUE DISPENSER, SEMI-RECESSED, SEE 1/A-535 FOR MOUNTING HEIGHTS
10.36	GRAB BAR, SEE 1, 8 & 10/A-535 FOR MOUNTING HEIGHTS
10.37	SEAT COVER DISPENSER, SEE 1/A-535 FOR MOUNTING HEIGHTS
10.39	MIRROR, 18"X30", SEE 1 & 7/A-535 FOR MOUNTING & SPECS.
10.41	ACCESSIBLE SIDE TOILET STALL, SEE 11/A-535 FOR MIN. REQUIREMENTS
12.10	12" X 12" TRIPLE STACK LOCKER, SEE 13/A-530
12.13	ACCESSIBLE LOCKER, SEE 13/A-530
15.03	WATER CLOSET, ACCESSIBLE, S.P.D. & 1/A-535 FOR MORE INFORMATION
15.05	ACCESSIBLE LAVATORY, S.P.D. & SEE 1 & 14/A-535
15.13	WATER CLOSET, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 1/A-535 FOR MORE INFORMATION
15.15	URINAL, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 6/A-535
15.16	LAVATORY, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 10/A-570
15.32	SMOKE DETECTOR
12.31	60" x 48" Accessible Locker Room Bench

SHEET NOTES

1. FOR ANCHORAGE OF CASEWORK, SEE DETAIL 1/A570.

FOR REFERENCE ONLY

CSDA DESIGN GROUP

4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
310.821.9200

www.csdadesigngroup.com

STAMP:

LICENSED ARCHITECT
MICHAEL R. SCHDEN
No/C-35365
RENEWAL DATE
FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
03-116806
AC ME FS TC SS MK
FEB 17 2017

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PROJECT OWNER:

OXNARD SCHOOL DISTRICT

1051 S. A Street
OXNARD, CA 93030
805.487.3918

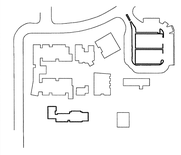
www.oxnardsd.org

PROJECT NAME:

MARSHALL NEW CLASSROOM BUILDING

2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:



NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	01/08/16
3	DSA SUBMITTAL	01/28/16
7	DSA BACKCHECK	02/03/17

ORIGINAL SCALE:
0" 1" 2"

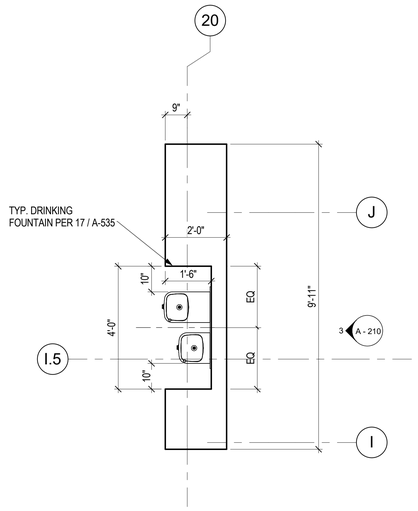
PROJECT NO.: 1534.01

SHEET TITLE:

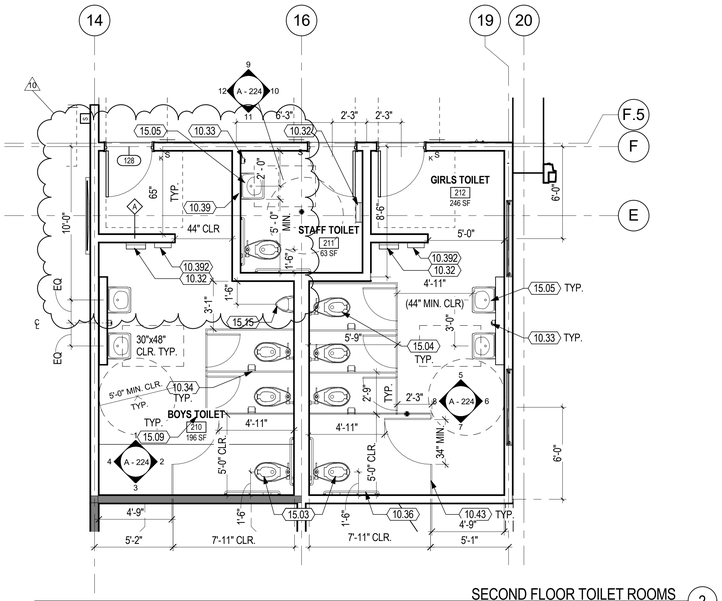
TOILET INTERIOR ELEVATIONS

SHEET NO.:

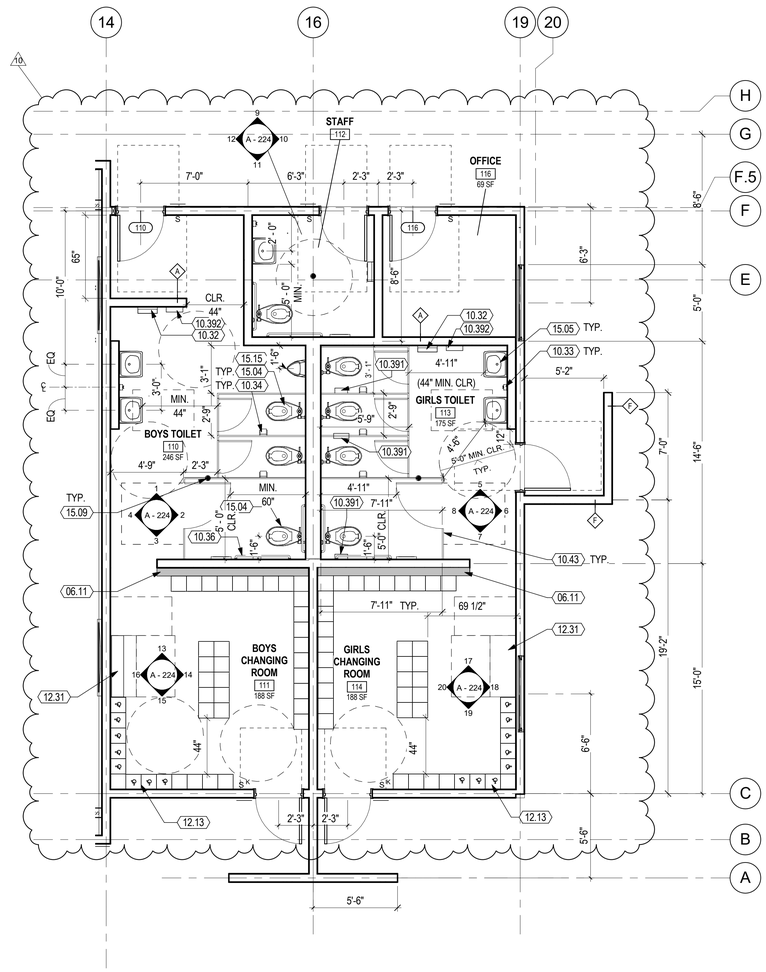
A - 224



TYP. DRINKING FOUNTAIN ALCOVE 3
1/2" = 1'-0"



SECOND FLOOR TOILET ROOMS 2
1/4" = 1'-0"



FIRST FLOOR TOILETS AND CHANGING ROOMS 1
1/4" = 1'-0"

ACCESSIBLE LOCKER CALCULATIONS

STUDENT LOCKER COUNT:

PER LOCKER ROOM
35 (3 TIER) LOCKERS x 3 = 105 LOCKERS

REQ. ACCESS. LOCKERS = 5% = 105 x .05
= 6 ACCESSIBLE LOCKERS

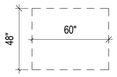
70 TOTAL STUDENT LOCKERS

SHEET NOTES

1. ALL DIMENSIONS ON THE TOILET FLOOR PLANS ARE TO FACE OF FINISH, U.O.N.
2. ALL DIMENSIONS ON THE CLASSROOM FLOOR PLANS ARE TO FACE OF STUD, U.O.N.
3. SEE SHEET A-535 FOR MINIMUM REQUIRED CLEARANCES FOR RESTROOMS.
4. SEE 1/A-535 FOR FIXTURE & ACCESSORY MOUNTING HEIGHTS.
5. WHERE FLOOR DRAINS OCCUR, ALL FINISH FLOORS TO HAVE A 2% MAX. SLOPE TO DRAIN & IN ALL DIRECTIONS.
6. FOR WALL TYPES, WINDOW & DOOR TYPES, AND OVERALL PLAN DIMENSIONS SEE BUILDING FLOOR PLANS ON A-111.
7. S.E.D. FOR FLOOR OUTLETS AT CLASSROOMS.
8. SEE G-006 FOR SIGNAGE.
9. SEE 11/A-535 & 15/A-535 FOR ACCESSIBLE TOILET DIMENSIONS.

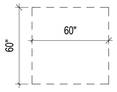
LEGEND

60" MIN. DIA. CLR TURN SPACE



60" X 48" MIN. CLR IN FRONT OF WATER CLOSET

30" X 48" MIN. CLR FRONT APPROACH



60" X 60" MIN. CLR IN FRONT OF WATER CLOSET

KEYNOTES

06.11	6" FURRED WALL
10.32	PAPER TOWEL DISPENSER & WASTE RECEPTACLE, SEE 1/A-535 FOR MOUNTING HEIGHTS AND SEE SPECS.
10.33	SURFACE MOUNTED SOAP DISPENSER, SEE 1/A-535 AND SEE SPECS.
10.34	MULTI-ROLL TOILET TISSUE DISPENSER, SEMI-RECESSED, SEE 1/A-535 FOR MOUNTING HEIGHTS
10.36	GRAB BAR, SEE 1, 8 & 10/A-535 FOR MOUNTING HEIGHTS
10.39	MIRROR, 18"X30", SEE 1 & 7/A-535 FOR MOUNTING & SPECS.
10.43	TOILET PARTITION PILASTER FROM FLOOR TO CEILING, SEE 4/A-535 & 18/A-535 FOR ATTACHMENT
10.391	SANITARY NAPKIN DISPOSAL
10.392	HAND DRYER
12.13	ACCESSIBLE LOCKER, SEE 13/A-530
12.31	20" X 48" ACCESSIBLE LOCKER ROOM BENCH
15.03	WATER CLOSET, ACCESSIBLE, S.P.D. & 1/A-535 FOR MORE INFORMATION
15.04	WATER CLOSET, STANDARD, S.P.D.
15.05	ACCESSIBLE LAVATORY, S.P.D. & SEE 1 & 14/A-535
15.09	FLOOR DRAIN, S.P.D. & SEE 12/A-535
15.15	URINAL, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 6/A-535

CSDA DESIGN GROUP

4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
310.821.9200

www.csdadesigngroup.com

STAMP:

LICENSED ARCHITECT
MICHAEL R. SCHOEN
No. C- 35345
RENEWAL DATE
FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

DSA
APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser Nikbah, DSA

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Est. 1873

PROJECT OWNER:
OXNARD SCHOOL DISTRICT

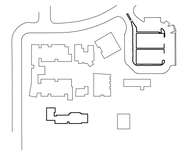
1051 S. A Street
OXNARD, CA 93030
805.487.3918

www.oxnardsd.org

PROJECT NAME:
MARSHALL NEW CLASSROOM BUILDING

2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:



NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/2015
2	100% CD	01/08/2016
3	DSA SUBMITTAL	01/28/2016
7	DSA BACKCHECK	02/03/2017
10	CCD 23 R2	07/31/2018

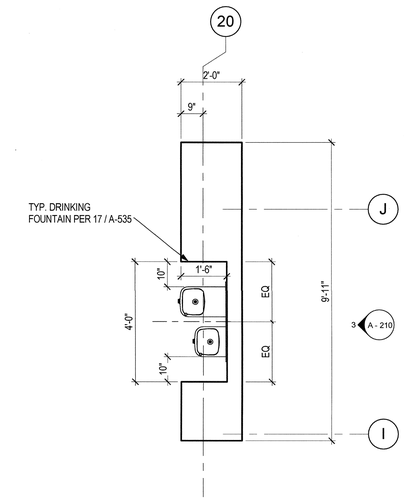
ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: 1534.01

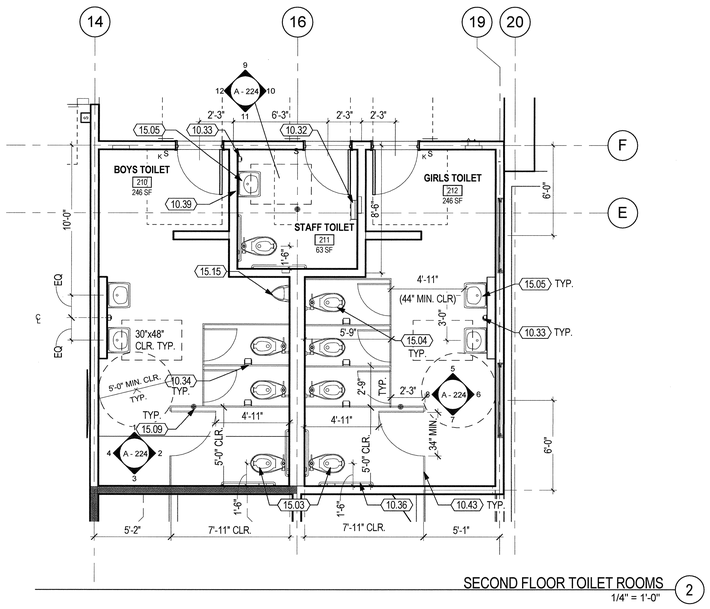
SHEET TITLE:
ENLARGED FLOOR PLANS

SHEET NO.:
A - 411

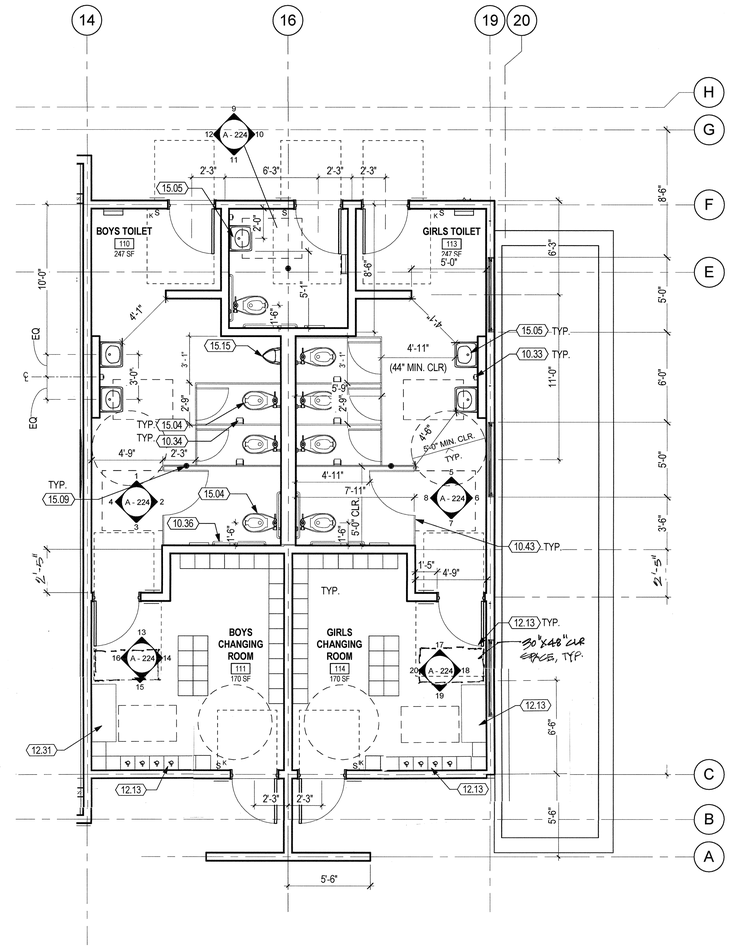
1098



TYP. DRINKING FOUNTAIN ALCOVE 3
1/2" = 1'-0"



SECOND FLOOR TOILET ROOMS 2
1/4" = 1'-0"



FIRST FLOOR TOILETS AND CHANGING ROOMS 1
1/4" = 1'-0"

ACCESSIBLE LOCKER CALCULATIONS

STUDENT LOCKER COUNT:

PER LOCKER ROOM
27(3 TIER) LOCKERS x 3 = 81 LOCKERS

REQ. ACCESS. LOCKERS = 5% = 81 x .05
= 4 ACCESSIBLE LOCKERS

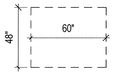
81 TOTAL STUDENT LOCKERS

SHEET NOTES

1. ALL DIMENSIONS ON THE TOILET FLOOR PLANS ARE TO FACE OF FINISH, U.O.N.
2. ALL DIMENSIONS ON THE CLASSROOM FLOOR PLANS ARE TO FACE OF STUD, U.O.N.
3. SEE SHEET A-535 FOR MINIMUM REQUIRED CLEARANCES FOR RESTROOMS.
4. SEE 1/A-535 FOR FIXTURE & ACCESSORY MOUNTING HEIGHTS.
5. WHERE FLOOR DRAINS OCCUR, ALL FINISH FLOORS TO HAVE A 2% MAX. SLOPE TO DRAIN & IN ALL DIRECTIONS.
6. FOR WALL TYPES, WINDOW & DOOR TYPES, AND OVERALL PLAN DIMENSIONS SEE BUILDING FLOOR PLANS ON A-111.
7. S.E.D. FOR FLOOR OUTLETS AT CLASSROOMS.
8. SEE G-006 FOR SIGNAGE.
9. SEE 11/A-535 & 15/A-535 FOR ACCESSIBLE TOILET DIMENSIONS.

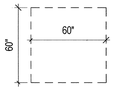
LEGEND

60" MIN. DIA. CLR TURN SPACE



60" X 48" MIN. CLR IN FRONT OF WATER CLOSET

30" X 48" MIN. CLR FRONT APPROACH



60" X 60" MIN. CLR IN FRONT OF WATER CLOSET

KEYNOTES

10.32	PAPER TOWEL DISPENSER & WASTE RECEPTACLE, SEE 1/A-535 FOR MOUNTING HEIGHTS AND SEE SPECS.
10.33	SURFACE MOUNTED SOAP DISPENSER, SEE 1/A-535 AND SEE SPECS.
10.34	MULTI-ROLL TOILET TISSUE DISPENSER, SEMI-RECESSED, SEE 1/A-535 FOR MOUNTING HEIGHTS
10.36	GRAB BAR, SEE 1, 8 & 10/A-535 FOR MOUNTING HEIGHTS
10.39	MIRROR, 18"X30", SEE 1 & 7/A-535 FOR MOUNTING & SPECS.
10.43	TOILET PARTITION PILASTER FROM FLOOR TO CEILING, SEE 4/A-535 & 18/A-535 FOR ATTACHMENT
12.13	ACCESSIBLE LOCKER, SEE 13/A-530
15.03	WATER CLOSET, ACCESSIBLE, S.P.D. & 1/A-535 FOR MORE INFORMATION
15.04	WATER CLOSET, STANDARD, S.P.D.
15.05	ACCESSIBLE LAVATORY, S.P.D. & SEE 1 & 14/A-535
15.09	FLOOR DRAIN, S.P.D. & SEE 12/A-535
15.15	URINAL, ACCESSIBLE, ELEMENTARY HEIGHT, S.P.D. & 6/A-535
12.31	20" X 48" ACCESSIBLE LOCKER ROOM BENCH

FOR REFERENCE ONLY

CSDA | DESIGN GROUP

4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
310.821.9200

www.csdadesigngroup.com

STAMP:

LICENSED ARCHITECT
MICHAEL R. SCHDEN
No. C-35345
RENEWAL DATE
FEB 28 2017
STATE OF CALIFORNIA

CONSULTANT:

AUTHORITY APPROVAL:

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
03-116806
AC MF RS JC SS M.K.
FEB 17 2017

EDUCATE • INSPIRE • EMPOWER
Empowering All Children to Achieve Excellence
OXNARD SCHOOL DISTRICT Est. 1873

PROJECT OWNER:

OXNARD SCHOOL DISTRICT

1051 S. A Street
OXNARD, CA 93030
805.487.3918

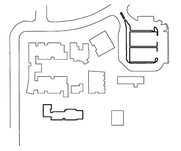
www.oxnardsd.org

PROJECT NAME:

MARSHALL NEW CLASSROOM BUILDING

2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:



NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	01/08/16
3	DSA SUBMITTAL	01/28/16
7	DSA BACKCHECK	02/03/17

ORIGINAL SCALE:
0" 1" 2"

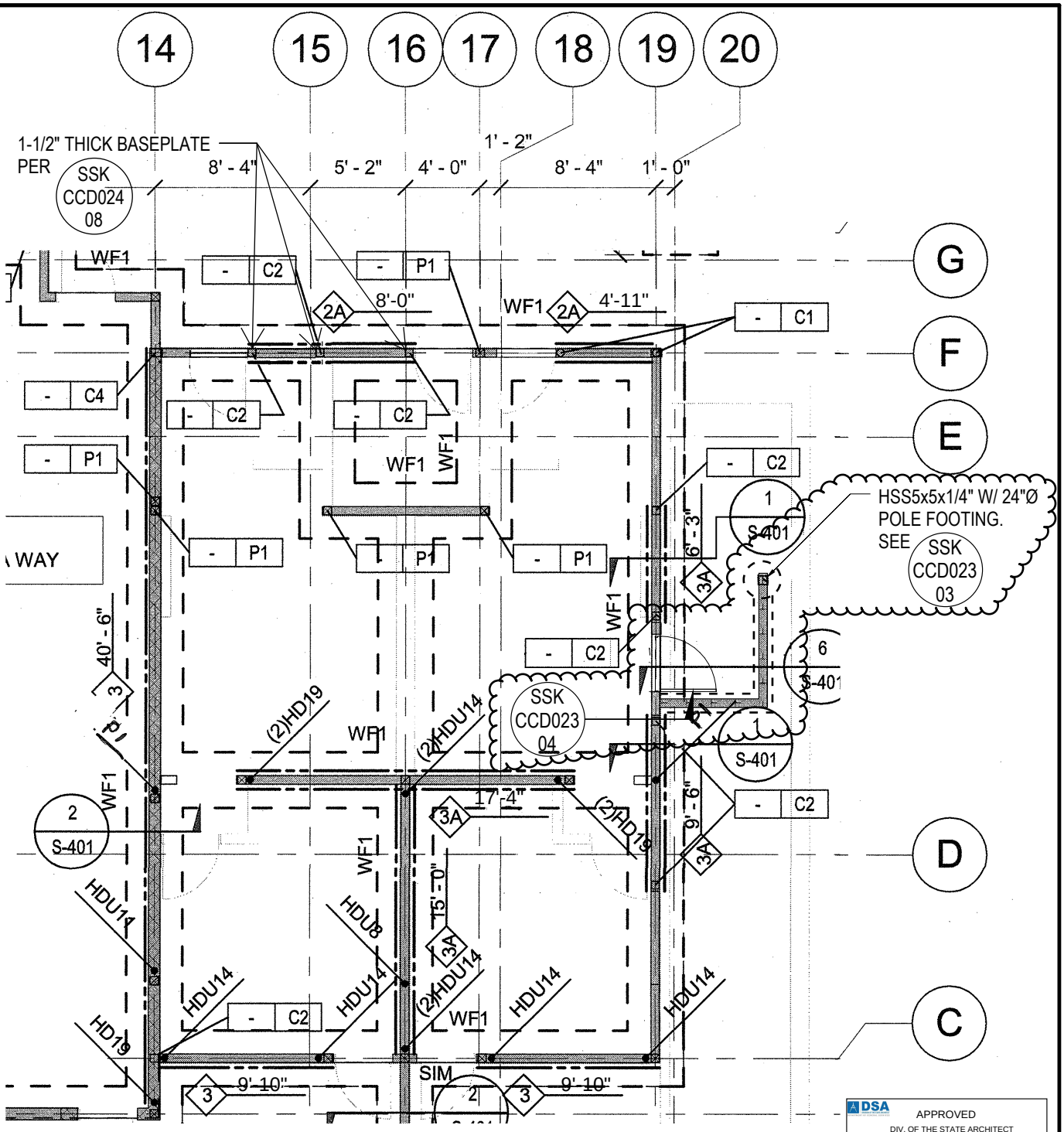
PROJECT NO.: 1534.01

SHEET TITLE:

ENLARGED FLOOR PLANS

SHEET NO.:

A - 411



DSA
APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser

REVISED PARTIAL PLAN

Description of change:

Architectural screen wall added to the exterior of the building. Wall footing and pole footing provided for support of screen wall.

referenced drawings/details: S-211, SSK-CCD023-03

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

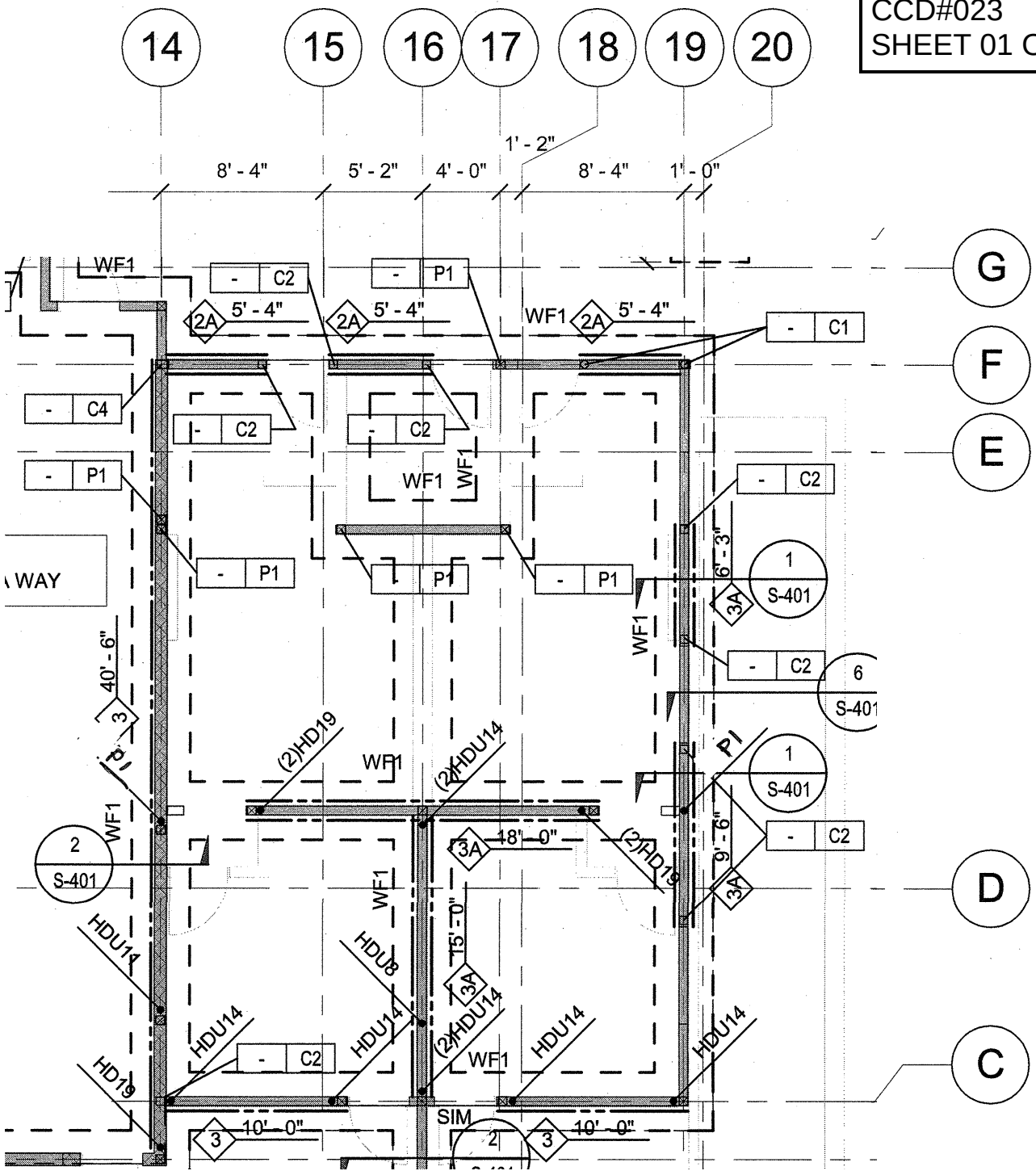
CSDA PROJECT #:	1534.01
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	
SHEET:	01 OF 04
DRAWING REFERENCE:	S-211
SCALE:	1/8"=1'-0"
DATE:	07/31/18

CSDA DESIGN GROUP

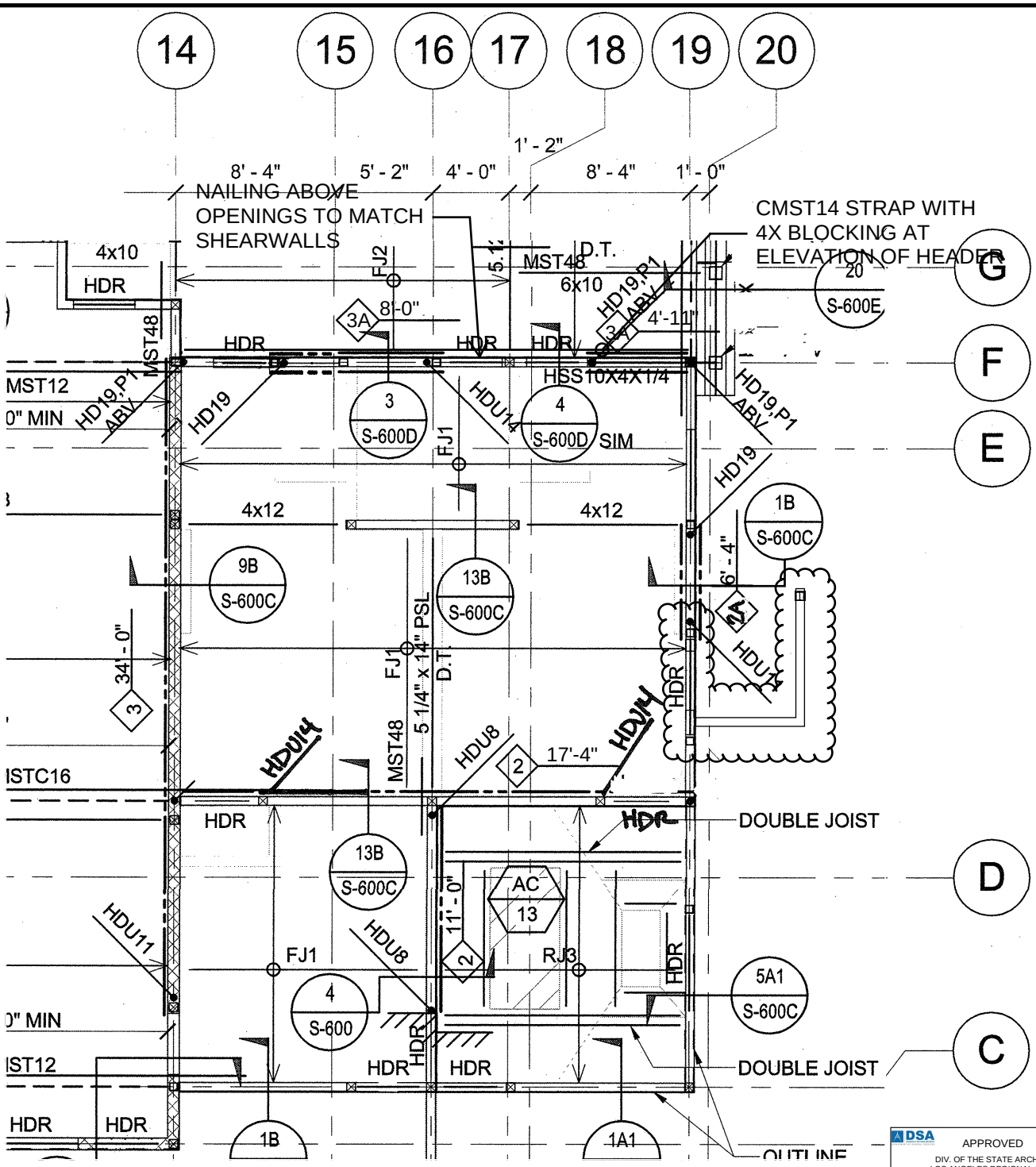
1100

DSA A# 03-116806 | Title of sheet: New Screen Wall at Girl's Bathroom | **CCD #023** | **SSK-CCD023-01**

DSA A# 03-116806
CCD#023
SHEET 01 OF 05



PARTIAL PLAN SHEET S-211
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)



REVISED PARTIAL PLAN

DSA
APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser Niktah, DSA

Description of change:

Architectural screen wall added to exterior of building. Plan denotes location and additional framing for support of wall.

referenced drawings/details: S-212

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

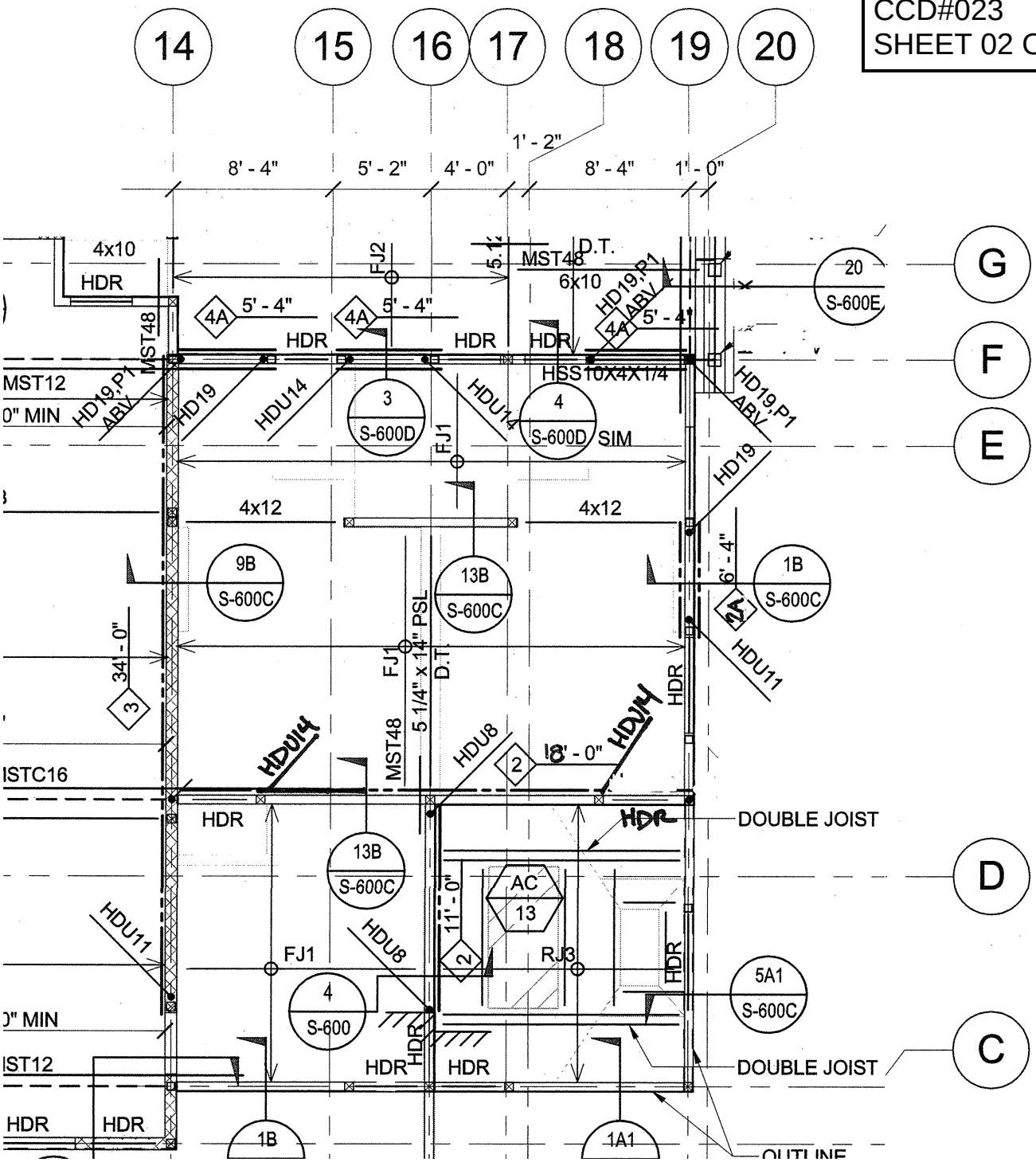
CSDA PROJECT #:	1534.01
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	
SHEET:	02 OF 04
DRAWING REFERENCE:	S-212
SCALE:	1/8"=1'-0"
DATE:	07/31/2018

CSDA DESIGN GROUP

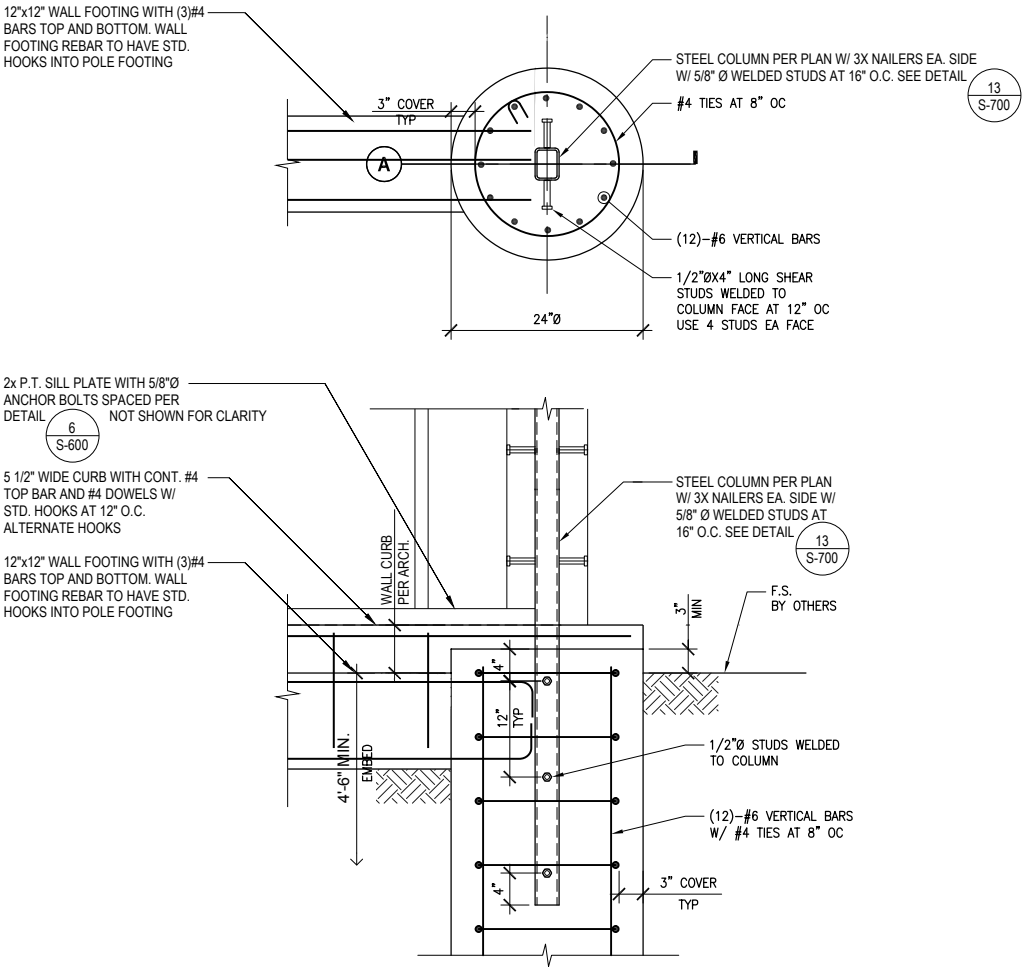
1102

DSA A# 03-116806 | Title of sheet: **Exterior Screen Wall at Girl's Bathroom** | **CCD #023** | **SSK-CCD023-02**

DSA A# 03-116806
CCD#023
SHEET 02 OF 05



PARTIAL PLAN SHEET S-212
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)



A SECTION

DSA APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser Nikteh, DSA

NEW DETAIL

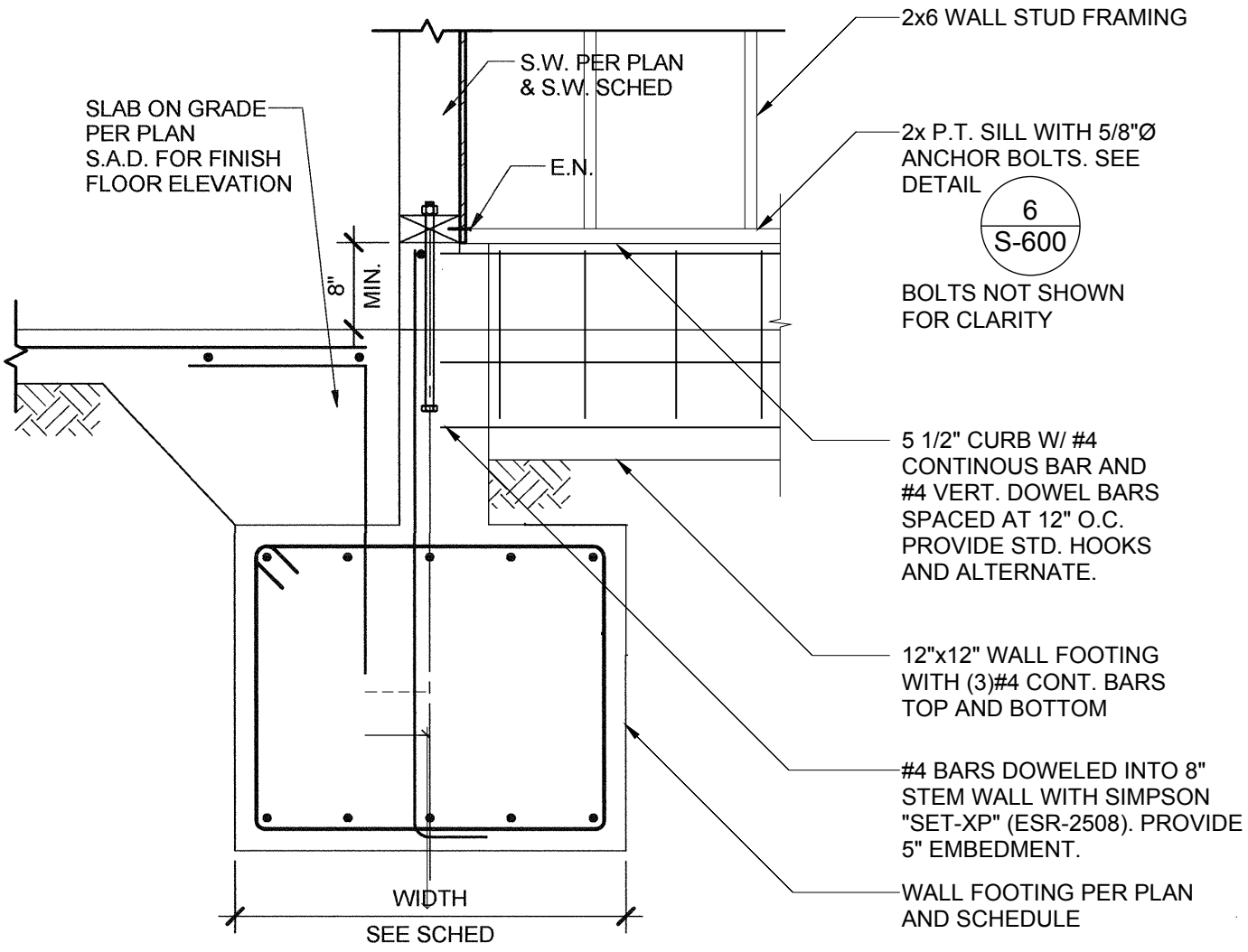
~~Description of change:~~

New wall footing and curb provided for exterior architectural screen wall. New pole footing provided for cantilevered steel column at wall end.

referenced drawings/details: SSK-CCD023-01, 6/S-600, 13/S-700

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
NC PROJECT #: 40340

CSDA PROJECT #: 1534.01	SHEET: 03 OF 04		CSDA DESIGN GROUP
MARSHALL ES - NEW CLASSROOM BUILDING 2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE: SSK-CCD023-01 SCALE: 1/2"=1'-0" DATE: 07/31/2018		
DSA A# 03-116806	Title of sheet **Foundations for Exterior Screen Wall**	**CCD #023**	**SSK-CCD023-03**



EXTERIOR WALL

SCALE : 3/4" = 1'-0"

DSA
APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 09/13/2018
Nasser Niktab, DSA

NEW DETAIL

Description of change:

New wall footing and curb provided for exterior architectural screen wall. Connection of new footing to existing footing and stem wall provided.

referenced drawings/details: SSK-CCD023-01, 6/S-700

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 04
DRAWING REFERENCE:	6/S-401
SCALE:	1/2"=1'-0"
DATE:	07/31/2018

CSDA DESIGN GROUP

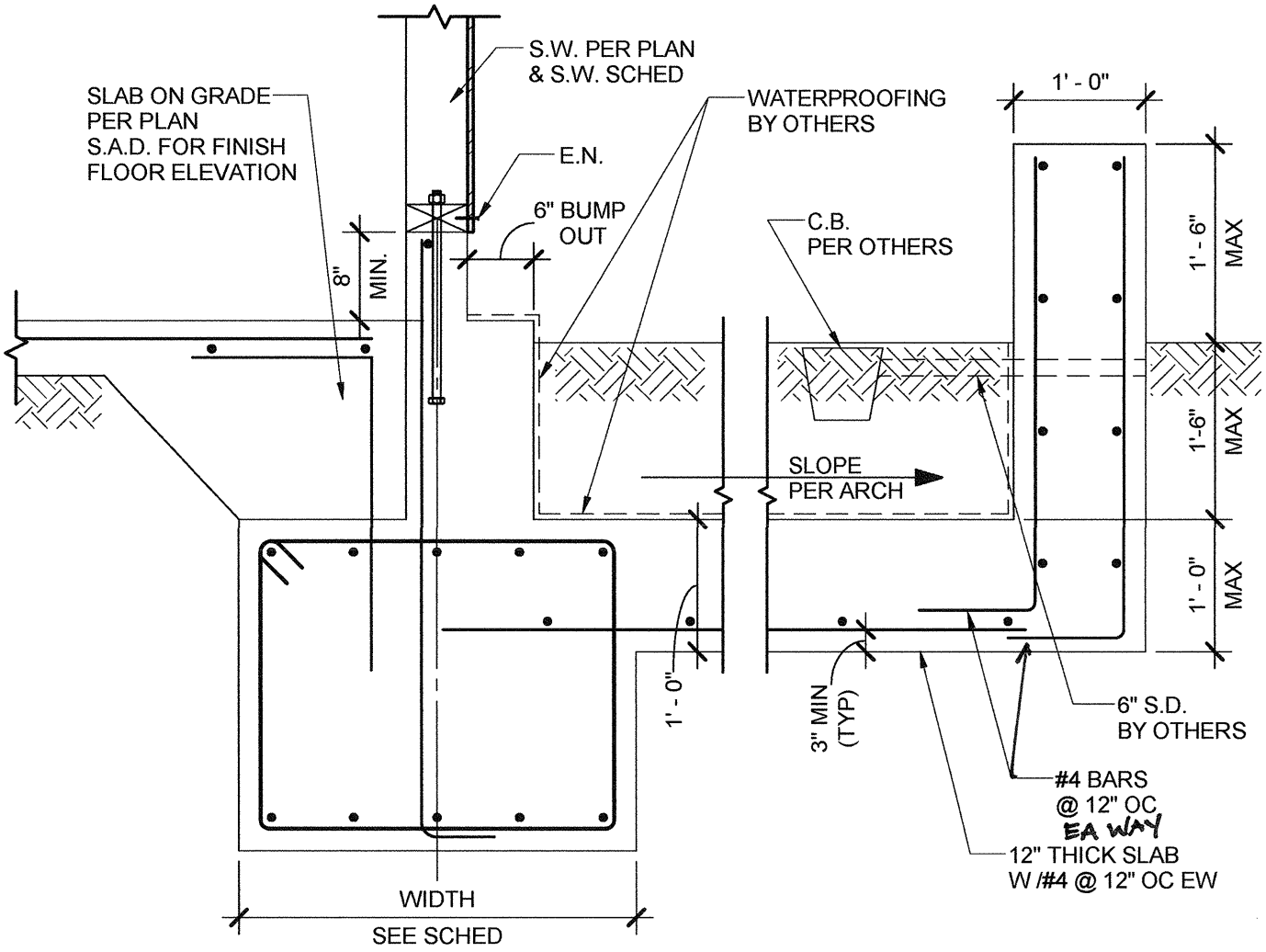
DSA A# 03-116806

Title of sheet
Foundations for Exterior Screen Wall

CCD #023

SSK-CCD023-04

DSA A# 03-116806
CCD#023
SHEET 03 OF 05

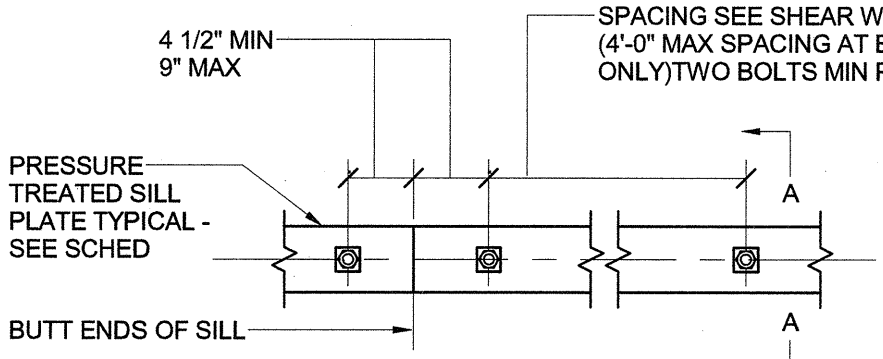


EXTERIOR WALL @ PLANTER LOCATIONS

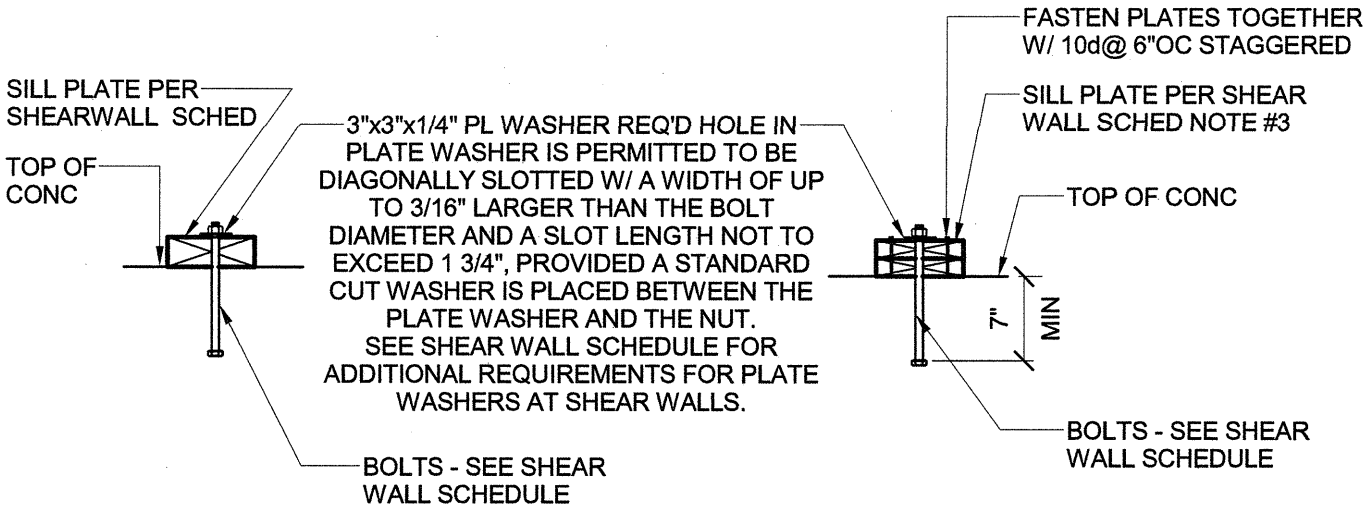
6

SCALE : 3/4" = 1'-0"

DETAIL 6/S-401
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)



PLAN - SILL PLATE



SINGLE SILL PLATE DETAIL

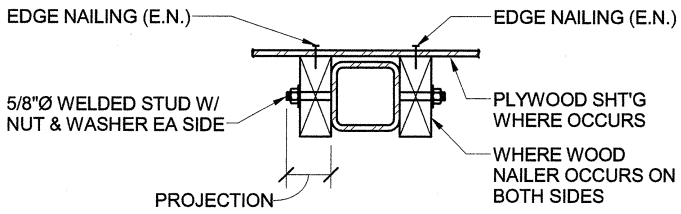
DOUBLE SILL PLATE DETAIL

SECTION A-A

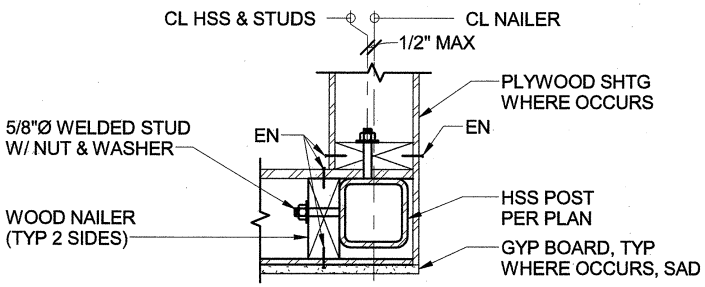
6 TOP AND BOTTOM PLATES OF STUD WALL

PARTIAL DETAIL 6/S-600
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

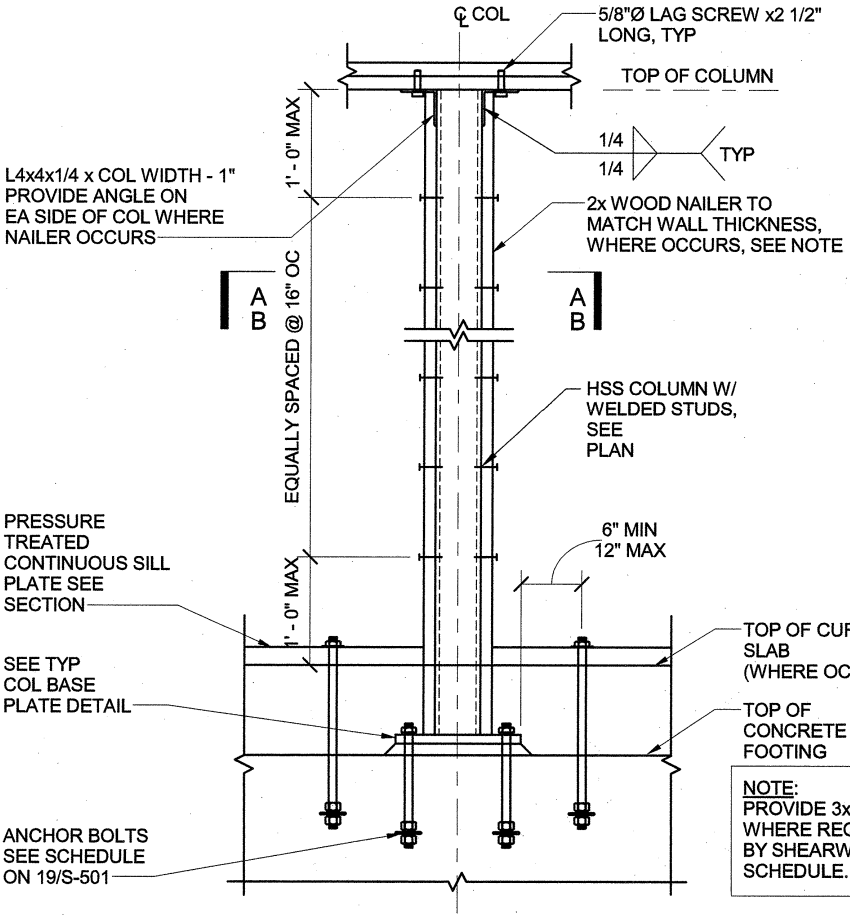
DSA A# 03-116806
CCD#023
SHEET 05 OF 05



A PLAN SECTION A - NAILER EA SIDE



B PLAN SECTION B - NAILER 2 SIDES



13 HSS COLUMN IN STUD WALL

SCALE : 3/4" = 1'-0"

1108

DETAIL 13/S-700
FROM DSA APPROVED PLANS
(FOR REFERENCE ONLY)

CCD023
CALCULATIONS

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 4e3410
SHEET NO. 1 OF
CALCULATED BY DATE 07.30.18
CHECKED BY DATE
SCALE

CCD023 CALCULATIONS

WIND DESIGN

PER ASCE 7-10 § 29.4.1

$F = q_h G C_f A_s$

q_h = VELOCITY PRESSURE AS DETERMINED AT HEIGHT, h.

$h = 9.0'$

$V = 115$ MPH (RISK CATEGORY II)

$q_h = 0.00256 K_z K_{zt} K_d V^2$

$K_{zt} = 1.0$

$K_z = 0.85$ (EXP. C, $h = 9.0'$) PER T. 29.3-1 OF ASCE 7-10

$K_d = 0.85$ PER T 26.6-1, ASCE 7-10

$q_h = 24.46$ PSF (W) [LRFD]

SEISMIC DESIGN

$$F_p = \frac{0.4\, a_p\, S_{DS}\, W_p}{R_p/I_p}\left(1 + 2\frac{z}{h}\right) \Rightarrow F_p = \frac{0.4(2.5)(1.696)}{(2.5/1.0)}$$

$a_p = 2.5$
$R_p = 2.5$
EXT. NON-STRUCT WALL ELEMENT PER T. 13.5-1.

$S_{DS} = 1.696\,g$

$I_p = 1.0$

$F_p = 0.4 S_{DS} W_p \geq F_{p\,MIN}$ ✓

$F_p = 0.678\, W_p$

$f_p = 0.678\,(20.0\ PSF) = 13.6\ PSF$

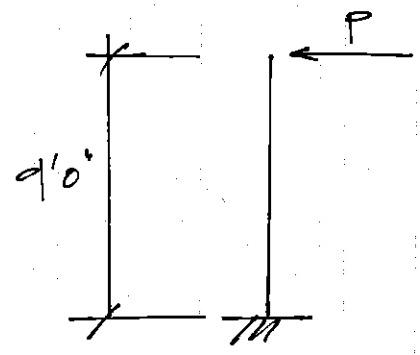
∴ WIND GOVERNS DESIGN

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 40340
SHEET NO. 2 OF
CALCULATED BY DATE 07.30.18
CHECKED BY DATE
SCALE

CED023 CALCULATIONS

POST DESIGN



$F = 24.5\ PSF\ (W)[LRFD] \times 0.5 \times 9.0' \times 0.5 \times 7.0'$

$P = 336^{lb}\ (W)[LRFD]$

$M_U = 336^{lb} \times 9.0' = 3474^{lb-ft} = 41688^{lb-in}$

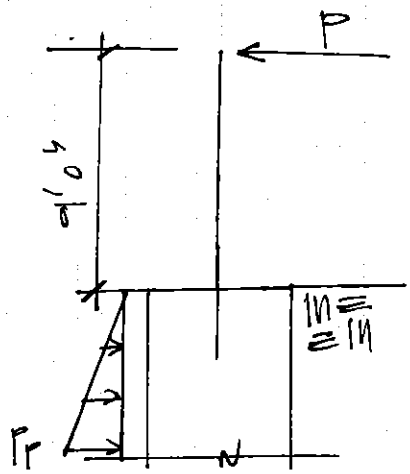
$Z_{REQ} = \frac{41688^{lb-in}}{0.9 \times 46\ KSI} = 1.01\ IN^3$

USE HSS 5x5x1/4

$Z_{xx} = 7.61\ IN^3$

POLE FOOTING DESIGN

PER APPROVED SOILS REPORT:
P_p = 150 PCF TO 1500 PSF (MAX.)



FOOTING: USE 24"ϕ FOOTING

EMBED: EMBED 4'-6" INTO COMPACTED FILL

Pole Footing Embedded in Soil

File = V:\40340 - Oxnard USD - Marshall ES\Const Admin\Calculations\40340 - Oxnard - CCD Calculations.ec6

Lic. # : KW-06009120 **Licensee : NISHKIAN CHAMBERLAIN**

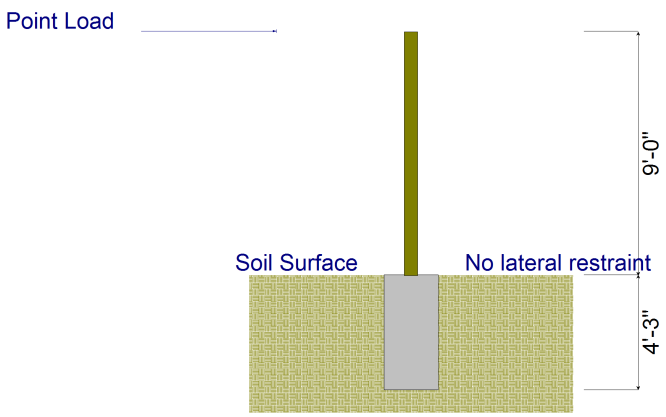
Description : Pole Footing

Code References

Calculations per IBC 2015 1807.3, CBC 2016, ASCE 7-10
Load Combinations Used : IBC 2015

General Information

Pole Footing Shape	Circular
Pole Footing Diameter	24.0 in
Calculate Min. Depth for Allowable Pressures	
No Lateral Restraint at Ground Surface	
Allow Passive	150.0 pcf
Max Passive	1,500.0 psf



Controlling Values

Governing Load Combination : +D+0.60W+H

Lateral Load	0.2316 k
Moment	2.084 k-ft
NO Ground Surface Restraint	
Pressures at 1/3 Depth	
Actual	211.650 psf
Allowable	212.072 psf
Minimum Required Depth	**4.250 ft**
Footing Base Area	3.142 ft^2
Maximum Soil Pressure	0.0 ksf

Applied Loads

	Lateral Concentrated Load (k)	Lateral Distributed Loads (klf)	Vertical Load (k)
D : Dead Load	k	k/ft	k
Lr : Roof Live	k	k/ft	k
L : Live	k	k/ft	k
S : Snow	k	k/ft	k
W : Wind	0.3860 k	k/ft	k
E : Earthquake	k	k/ft	k
H : Lateral Earth	k	k/ft	k
Load distance above ground surface	9.0 ft	TOP of Load above ground surface: ft	
		BOTTOM of Load above ground surface: ft	

Load Combination Results

Load Combination	Forces @ Ground Surface: Loads - (k)	Forces @ Ground Surface: Moments - (ft-k)	Required Depth - (ft)	Pressure at 1/3 Depth: Actual - (psf)	Pressure at 1/3 Depth: Allow - (psf)	Soil Increase Factor
+D+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+L+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+Lr+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+S+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.750Lr+0.750L+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.750L+0.750S+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.60W+H	0.232	2.084	4.25	211.6	212.1	1.000
+D+0.70E+H	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.750Lr+0.750L+0.450W+H	0.174	1.563	3.88	190.2	190.8	1.000

Pole Footing Embedded in Soil

File = V:\40340 - Oxnard USD - Marshall ES\Const Admin\Calculations\40340 - Oxnard - CCD Calculations.ec6

Lic. # : KW-06009120 **Licensee : NISHKIAN CHAMBERLAIN**

Description : Pole Footing

+D+0.750L+0.750S+0.450W+H	0.174	1.563	3.88	190.2	190.8	1.000
+D+0.750L+0.750S+0.5250E+H	0.000	0.000	0.13	0.0	0.0	1.000
+0.60D+0.60W+0.60H	0.232	2.084	4.25	211.6	212.1	1.000
+0.60D+0.70E+0.60H	0.000	0.000	0.13	0.0	0.0	1.000

NISHKIAN CHAMBERLAIN
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Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

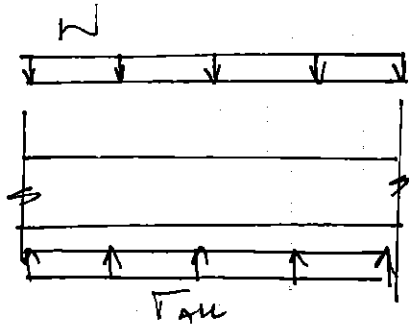
JOB OXNARD MARSHALL NO 40340
SHEET NO. 3 OF
CALCULATED BY DATE 07.30.18
CHECKED BY DATE
SCALE

CCD 223 CALCULATIONS

WALL FOOTING

$W = 9.0' \times [20.0\ psf\ (D)]$

$W = 180\ lb/'$



FOOTING PRESSURE:

$$\frac{180\ lb/'}{1.0'} = 18.0\ psf$$

1.0' ← FOOTING WIDTH

$T_{ALL} = 2000\ psf$ (PER APPROVED SOILS REPORT

USE 12" WIDE FOOTING W/
(2) #5 BARS TOP AND BOTTOM

MECHANICAL SHEET INDEX

Sheet Number	Sheet Name
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

MEP COMPONENT ANCHORAGE NOTE:

ALL MECHANICAL, PLUMBING, AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE DSA APPROVED CONSTRUCTION DOCUMENTS. WHERE NO DETAIL IS INDICATED, THE FOLLOWING COMPONENTS SHALL BE ANCHORED OR BRACED TO MEET THE FORCE AND DISPLACEMENT REQUIREMENTS PRESCRIBED IN THE 2013 CBC, SECTIONS 1616A.1.18 THROUGH 1616A.1.26 AND ASCE 7-10 CHAPTER 13, 26, 29 AND 30.

1. ALL PERMANENT EQUIPMENT AND COMPONENTS.
2. TEMPORARY OR MOVABLE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G HARD WIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS, OR WATER.
3. MOVABLE EQUIPMENT WHICH IS STATIONED IN ONE PLACE FOR MORE THAN 8 HOURS AND HEAVIER THAN 400 POUNDS ARE REQUIRED TO BE ANCHORED WITH TEMPORARY ATTACHMENTS.

THE ATTACHMENT OF THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE, BUT NEED NOT BE DETAILED ON THE PLANS. THESE COMPONENTS SHALL HAVE FLEXIBLE CONNECTIONS PROVIDED BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, PIPING, AND CONDUIT.

A. COMPONENTS WEIGHTING LESS THAN 400 POUNDS AND HAVE A CENTER OF MASS LOCATED 4 FEET OR LESS ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT.
B. COMPONENTS WEIGHTING LESS THAN 20 POUNDS, OR IN THE CASE OF DISTRIBUTED SYSTEMS LESS THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL.

FOR THOSE ELEMENTS THAT DO NOT REQUIRE DETAILS ON THE APPROVED DRAWINGS, THE INSTALLATION SHALL BE SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER OF RECORD AND THE DSA DISTRICT STRUCTURAL ENGINEER. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH ABOVE REQUIREMENTS.

PROVIDE SEISMIC BRACING DETAILS OF MEP COMPONENTS CONTAINING HAZARDOUS CONTECTS (WITH LP = 1.5), SUCH AS FLUE, FUME HOOD OR GAS PIPES, WHICH ARE NOT EXEMPTED PER ASCE 7 SEC. 13.1.3 & 13.6.7.

PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEM BRACING NOTE

PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCES AND DISPLACEMENTS PRESCRIBED IN ASCE 7-10 SECTION 13.3 AS DEFINED IN ASCE 7- 10 SECTION 13.6.8, 13.6.7, 13.6.5.6, AND 2013 CBC, SECTIONS 1616A.1.23, 1616A.1.24, 1616A.1.25, AND 1616A.1.26.

THE BRACING AND ATTACHMENTS TO THE STRUCTURE SHALL BE DETAILED ON THE APPROVED DRAWINGS OR THEY SHALL COMPLY WITH ONE OF THE OSHPD PRE-APPROVALS AS MODIFIED TO SATISFY ANCHORAGE REQUIREMENTS OF ACI 318, APPENDIX D.

COPIES OF THE SEISMIC RESTRAINT INSTALLATION BRACING SYSTEM INSTALLATION GUIDE OR MANUAL SHALL BE AVAILABLE ON THE JOBSITE PRIOR TO THE START OF HANGING AND BRACING OF THE PIPE, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEMS.

THE STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THE ADEQUACY OF THE STRUCTURE TO SUPPORT THE HANGER AND BRACE LOADS.

DO NO MIX SEISMIC BRACING DETAILS FROM DIFFERENT OPM'S UNLESS SPECIFICALLY SHOWN ON DRAWINGS AND APPROVED BY DSA.

MECHANICAL LEGENDS & ABBREVIATIONS

- (S) ON-OFF SWITCH
- (T) THERMOSTAT
- SECTION THRU RECTANGULAR SUPPLY DUCT
- SECTION THRU RECTANGULAR RETURN DUCT
- SECTION THRU RECTANGULAR EXHAUST DUCT
- FLEXIBLE CONNECTION
- DUCT RISE IN DIRECTION OF FLOW
- DUCT DROP IN DIRECTION OF FLOW
- MANUAL VOLUME DAMPER (MVD)
- AUTOMACTIC FIRE DAMPER (AFD)
- MODULATING DAMPER (MOD)
- BACKDRAFT DAMPER (BDD)
- STATIC PRESSURE DAMPER
- CFSD COMBINATION FIRE/SMOKE DAMPER
- SD SMOKE DETECTOR
- BD BYPASS DAMPER
- SOUND TRAP
- SOUND LINED (SL) DUCT W/ INTERNAL INSULATION. DUCT SIZES SHOWN ARE NET INSIDE DIMENSION
- FLEXIBLE DUCT TO CEILING DIFFUSER OR REGISTER
- SINGLE LINE RIGID SHEET METAL DUCTWORK
- (M) FURNISHED & INSTALLED BY MECHANICAL CONTRACTOR
- (E) FURNISHED & INSTALLED BY ELECTRICAL CONTRACTOR
- (ME) FURNISHED & INSTALLED BY MECHANICAL CONTRACTOR, WIRED BY ELECTRICAL CONTRACTOR
- (EM) FURNISHED BY ELECTRICAL CONTRACTOR, INSTALLED BY MECHANICAL CONTRACTOR, WIRED BY ELECTRICAL CONTRACTOR
- (CC) CLOSING COIL IN MAGNETIC STARTER
- (SW) SWITCH

ABV	ABOVE
BEL	BELOW
BTU	BRITISH THERMAL UNIT
CAP	CAPACITY
CD	CEILING DIFFUSER
CFM	CUBIC FEET PER MINUTE
CG	CEILING GRILLE
CONC	CONCRETE
COND	CONDENSATE
CONN	CONNECTION
CONT	CONTINUATION
CR	CEILING REGISTER
D	DRAIN
DB	DRY BULB
DL	DOOR LOUVER
DN	DOWN
DTR	DOWN TRHU ROOF
EA	EXHAUST AIR
(E)	EXISTING
ENT	ENTERING
F.A.	FACE AREA
F	FARENHEIT
FLA	FULL LOAD AMPS
FPI	FINS PER INCH
FPM	FEET PER MINUTE
FLEX	FLEXIBLE
GALV	GALVANIZED
GA	GAUGE
HP	HORSEPOWER
IN	INCH
ISOL	ISOLATOR
LBS	POUNDS
LVG	LEAVING
EMS	ENERGY MANAGEMENT SYSTEM
M.A.	MIXED AIR
MAX	MAXIMUM
MBH	1000 BTU'S PER HOUR
(N)	NEW
MIN	MINIMUM
MODMODULATING DAMPER	
MVD	MANUAL VOLUME DAMPER
NTS	NOT TO SCALE
OPER. WT.	OPERATING WEIGHT
OPG	OPENING
OSA	OUTSIDE AIR
PD	PRESSURE DROP
PH	PHASE
PRESS	PRESSURE
POC	POINT OF CONNECTION
PSI	POUNDS PER SQUARE INCH
RA	RETURN AIR
RAR	RETURN AIR REGISTER
REQ'D	REQUIRED
RLA	RATED LOAD AMPS
RPM	REVOLUTIONS PER MINUTE
Ø	ROUND DUCT
SA	SUPPLY AIR
SP	STATIC PRESSURE
SF	SQUARE FEET
SWRSIDEWALL REGISTER	
SL	SOUND LINED
TEMP	TEMPERATURE
TSTAT	THERMOSTAT
TYP	TYPICAL
UTR	UP THRU ROOF
V	VOLT
VTR	VENT THRU ROOF
W	WITH
WB	WET BULB
W.G.	WATER GAUGE

EXHAUST FAN SCHEDULE

UNIT	SERVICE	MANUFACTURER AND MODEL	TYPE	CFM	ESP IN (WG)	SONES	FAN RPM	HP (WATTS)	MOTOR POWER	WEIGHT (LBS)	ANCHOR DETAIL	FAN WHEEL DIAM. (INCH)	REMARKS
EF 1	JANITOR'S CLOSET #105, & #205	LOREN COOK 70C28	ROOF MOUNTED VENTILATOR	200	0.5	8.9	1,500	1/6 HP	120V - 1PH - 60HZ	50	7 M-510	10"	PROVIDE WITH MANUFACTURER'S ROOF CURB, BACKDRAFT DAMPER, AND TIME CLOCK, COORDINATE WITH ELECTRICAL
EF 2	BOY'S AND GIRL'S TOILETS	LOREN COOK 150 C5B	ROOF MOUNTED VENTILATOR	2,300	0.5	14.6	1,300	1/2 HP	208V - 1PH - 60HZ	155	7 M-510	15"	PROVIDE WITH MANUFACTURER'S ROOF CURB, BACKDRAFT DAMPER, INTERLOCK WITH AC-13

COOLING ONLY MINI SPLIT SYSTEM SCHEDULE

INDOOR UNIT														OUTDOOR UNIT							
UNIT	MANUFACTURER AND MODEL	SERVICE	CFM	COOLING CAP (MBH)	HEATING CAP (MBH)	SEER	FAN (FLA)	MCA	MOCP	POWER	OPER. WEIGHT	ANCHOR DETAIL	REMARKS	UNIT	MANUFACTURER AND MODEL	MCA	MOCP	POWER	OPER. WEIGHT	ANCHOR DETAIL	REMARKS
FC 1 AND FC 2	MITSUBISHI PKA-A24KA6	ELECTRICAL ROOM	635-775	24	-	17	0.36	1	15	208V - 1PH - 60HZ	46	3 M-510	1	CU 1 AND CU 2	MITSUBISHI PUY-A24NHA6	18	30	208V - 1PH - 60HZ	163	2 M-521	

NOTES:
1. PROVIDE WITH CONDENSER DRAIN PUMP

PACKAGED AIR CONDITIONING UNIT SCHEDULE

UNIT IDEN.	MANUFACTURER & MODEL NUMBER	DESCRIPTION	SERVICE AREA	CFM	ESP IN (WG)	COOLING CAP (MBH) TOTAL	COOLING CAP (MBH) SENSIBLE	EWB TEMP. (°F)	ENT COND TEMP (°F)	SEER	EER	HEATING CAP (MBH) INPUT	HEATING CAP (MBH) OUTPUT	EVAPORATOR COIL ROWS	EVAPORATOR COIL FPI	EVAPORATOR COIL FACE AREA	CONDENSER COIL (EACH) ROWS	CONDENSER COIL (EACH) FPI	CONDENSER COIL (EACH) FACE AREA	INDOOR FAN QUANT.	INDOOR FAN SIZE	INDOOR FAN RPM	INDOOR FAN BHP	OUTDOOR FAN NO.	OUTDOOR FAN SIZE	OUTDOOR FAN RPM	OUTDOOR FAN BHP	ELECTRICAL COMP1 RLA	ELECTRICAL COMP2 RLA	ELECTRICAL OFM (FLA)	ELECTRICAL IFM (FLA)	ELECTRICAL POWER	ELECTRICAL MCA	ELECTRICAL MOCP	FILTERS (INCHES)	OPER. WT. W/CURB(LBS.)	INTEGRATED ACCESSORIES	REMARKS	OSA (CFM)	ANCHORAGE DETAIL
AC 1 THRU AC 12	CARRIER 48LCSA05A2S6	PACKAGED GAS/ELECTRIC ROOFTOP UNIT	CLASSROOMS	1,600	1.6	49.1	44.4	67°	95°	16.4	12.6	60	47	3	15	7.3	2	20	21.4	1	10x10	1,208-1,639	2.9	1	22"DIAM.	1,082	1/3	7.6	-	1.4	3.8	460V - 3PH - 60HZ	14	15	RA(4)16X16X2 OA(1)20X24X1	915	1	1 2 3 4 5 6	1,080	1 M-521

FACTORY INSTALLED ACCESSORIES NOTES:
1. TIME GUARD II CONTROL CIRCUIT

GENERAL NOTE:
1. THE AIR MOVING EQUIPMENT IS SERVED BY A TOTAL COVERAGE SMOKE-DETECTION SYSTEM PER CMC SECTION 609.0 EXCEPTION 1. SEE ELECTRICAL DRAWING

REMARK NOTES:
1. 100% DRY BULB TYPE ECONOMIZER
2. 100% BAROMETRIC RELIEF
3. MODULATING POWER EXHAUST
4. CO2 SENSOR
5. POWERED CONVINIENT OUTLET
6. HIGH STATIC BELT DRIVE MOTOR

HEATING VENTILATOR AIR UNIT SCHEDULE

UNIT	MANUFACTURER AND MODEL NUMBER	HEATING CAP (MBH) OUTPUT	CFM	ESP.	RPM	POWER		OPER. WEIGHT INCLUD. CURB (LBS.)	ANCHOR DETAIL	REMARKS
HV 1	REZNOR RDH 125	101.25	2160	1.0	1175	460V- 3PH - 60Hz	460	905	3 M-521	1 THRU 8

ACCESSORIES NOTES:
1. 2 STAGE (33% LOWFIRE) WITH DUCTSTAT
2. 12" RIGID GLASS FIBER MEDIA -UL
3. DOUBLE WALL INSULATED CABINET
4. DAMPER RELAY FOR 100% O/A POSITION
5. 16" CURB BASE UNIT
6. RUBBER-IN-SHEAR VIBRATION ISOLATION
7. PANEL WITH LIGHTS, ON/OFF, HEAT/VENT/COOL
8. HEATING SHALL BE CONTROLLED BY APPROVED T-24 THERMOSTAT AND FAN SHOULD BE ON BY TIME CLOCK AND INTERLOCK WITH EF-2

MINI SPLIT SYSTEM HEAT PUMP SCHEDULE

INDOOR UNIT													OUTDOOR UNIT						
UNIT	MANUFACTURER AND MODEL	SERVICE	CFM	COOLING CAP (MBH)	HEATING CAP (MBH)	SEER	FAN (FLA)	MCA	MOCP	POWER	OPER. WEIGHT	REMARKS	UNIT	MANUFACTURER AND MODEL	MCA	MOCP	POWER	OPER. WEIGHT	REMARKS
FC 3	MITSUBISHI SC2-KA09NA	OFFICE	280	8.4	10.9	15	0.23	1	15	208V - 1PH - 60HZ	36	1	HP 1	MITSUBISHI SUZ-KA09NA	12	15	208V - 1PH - 60HZ	66	

NOTES:
1. PROVIDE WITH CONDENSER DRAIN PUMP

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OXNARD SCHOOL DISTRICT Est. 1873

PROJECT OWNER:
OXNARD SCHOOL DISTRICT
1051 S. A Street
OXNARD, CA 93030
805.487.3918

PROJECT NAME:
MARSHALL NEW CLASSROOM BUILDING
2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:

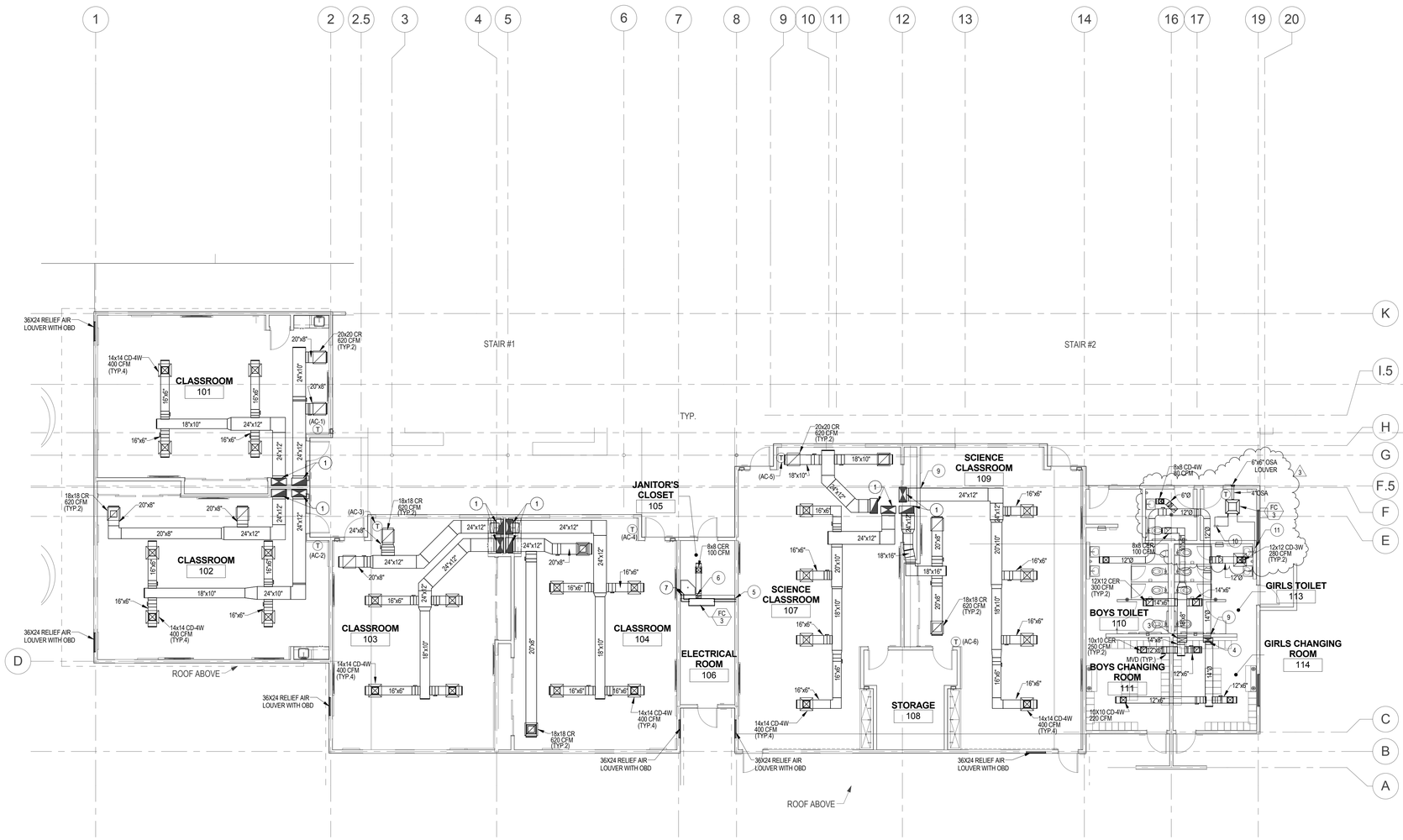
NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	01/27/16
3	CCD 23	11/01/18

ORIGINAL SCALE: 0" 1" 2"

PROJECT NO.: Project Number

SHEET TITLE:
LEGENDS, NOTES, AND SCHEDULES

SHEET NO.:
M-001



1ST FLOOR MECHANICAL PLAN (1)
1/8" = 1'-0"

KEY NOTES:

1. 24"x12" SA(SL) & RA(SL) DUCT UTR.
2. 8"Ø EXHAUST DUCT UP TO SECOND FLOOR
3. 18"X10" EXHAUST DUCT UP TO 2ND FLOOR
4. 18"X10" SA(SL) DUCT UP TO 2ND FLOOR
5. 3/8" RL & 5/8" RS (BOTH INSULATED) UP TO SECOND FLOOR, UTR TO CU-1
6. 10x4 EXHAUST DUCT UP
7. 3/4" PRIMARY & SECONDARY CONDENSATE DRAIN. TERMINATE PRIMARY DRAIN 6" ABOVE SS, TERMINATE SECONDARY DRAIN 1" BELOW CEILING COVERED WITH CHROME PLATED ESCUTCHEON.
8. NO PENETRATION THROUGH TGI IS PERMITTED WITHOUT PRIOR APPROVAL BY SEOR AND DSA.
9. FOR PENETRATION THROUGH SHEAR WALL SEE STRUCTURAL DETAIL 5/S600.
10. 3/8" RL & 7/8" RS (BOTH INSULATED) UP TO SECOND FLOOR.
11. 3/4" COND. DRAIN DN. IN WALL CONNECT TO TAILPIECE ADAPTOR.

LEGENDS

- (S) ON-OFF SWITCH
- (T) THERMOSTAT
- SECTION THRU RECTANGULAR SUPPLY DUCT
- SECTION THRU RECTANGULAR RETURN DUCT
- SECTION THRU RECTANGULAR EXHAUST DUCT
- FLEXIBLE CONNECTION
- DUCT RISE IN DIRECTION OF FLOW
- DUCT DROP IN DIRECTION OF FLOW
- MANUAL VOLUME DAMPER (MVD)
- AUTOMACTIC FIRE DAMPER (AFD)
- MODULATING DAMPER (MOD)
- BACKDRAFT DAMPER (BDD)
- STATIC PRESSURE DAMPER
- CFSD COMBINATION FIRE/SMOKE DAMPER
- SD SMOKE DETECTOR
- BD BYPASS DAMPER
- SOUND TRAP
- SOUND LINED (SL) DUCT W/ INTERNAL INSULATION. DUCT SIZES SHOWN ARE NET INSIDE DIMENSION
- FLEXIBLE DUCT TO CEILING DIFFUSER OR REGISTER
- SINGLE LINE RIGID SHEET METAL DUCTWORK
- (M) FURNISHED & INSTALLED BY MECHANICAL CONTRACTOR
- (E) FURNISHED & INSTALLED BY ELECTRICAL CONTRACTOR
- (ME) FURNISHED & INSTALLED BY MECHANICAL CONTRACTOR, WIRED BY ELECTRICAL CONTRACTOR
- (EM) FURNISHED BY ELECTRICAL CONTRACTOR, INSTALLED BY MECHANICAL CONTRACTOR, WIRED BY ELECTRICAL CONTRACTOR
- (CC) CLOSING COIL IN MAGNETIC STARTER
- (SW) SWITCH

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PROJECT NAME:
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2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:

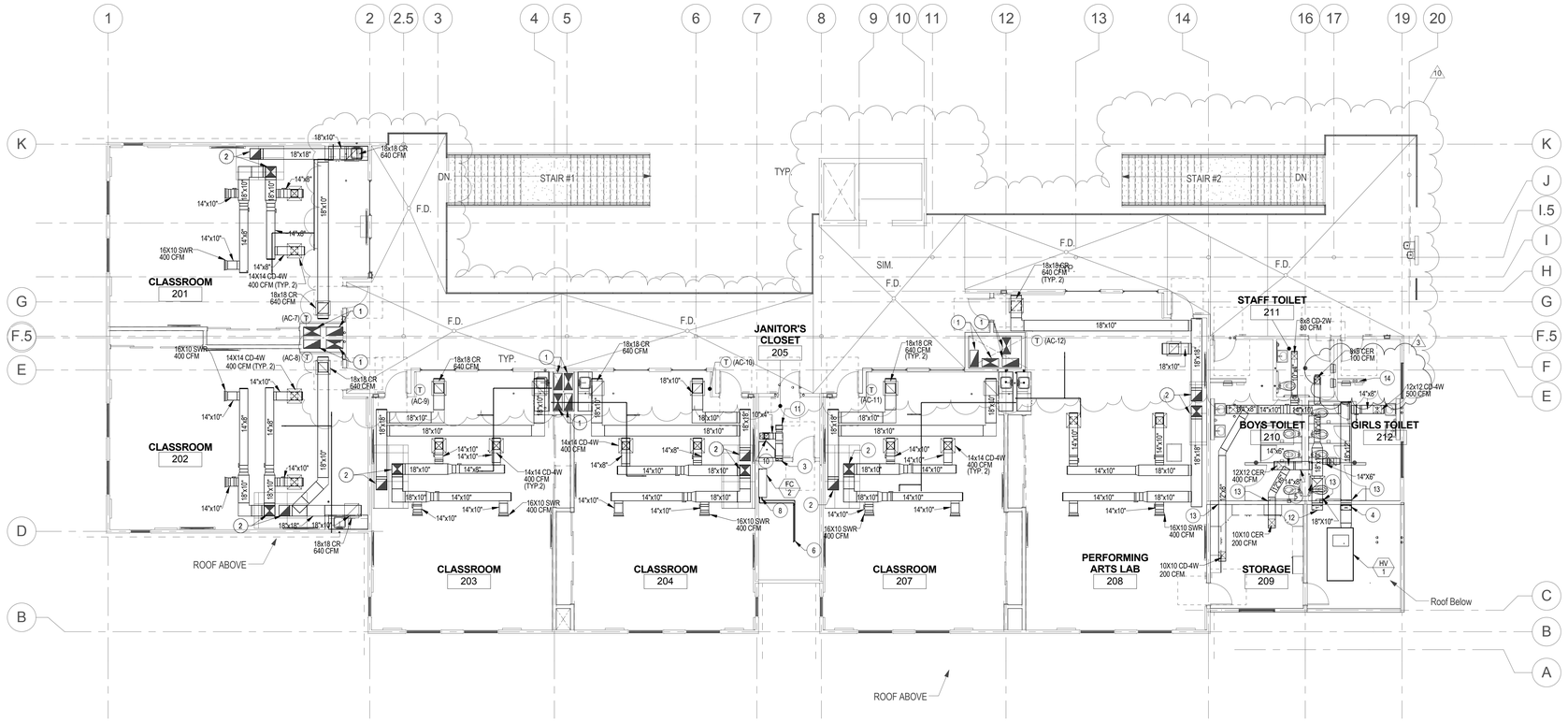
NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	01/27/16
3	CCD 23	11/01/18

ORIGINAL SCALE: 0" 1" 2"

PROJECT NO.: Project Number

SHEET TITLE:
FIRST FLOOR PLAN

SHEET NO.:
M-111



2ND FLOOR MECHANICAL PLAN (1)
1/8" = 1'-0"

KEY NOTES:

1. 24X12 SA(SL) & RA(SL) DUCT UTR AND DOWN TO 1ST FLOOR
2. 18X18 SA(SL) & RA(SL) DUCT UP
3. 10"X4" EXHAUST DUCT DOWN TO FIRST FLOOR
4. 18X10 SA(SL) DN TO FIRST FLOOR 18X18 SA UTR.
5. 18X18, EXHAUST DUCT UTR TO EXHAUST FAN. PROVIDE TRANSITION AS REQUIRED.
6. 3/8" RL & 7/8" RS (BOTH INSULATED) UTR TO CU-1
7. 3/8" RL & 7/8" RS (BOTH INSULATED) DOWN IN WALL TO FC-1 AND UP TO CU-1.
8. 3/8" RL & 7/8" RS (BOTH INSULATED) CONNECT TO FC UNIT
9. NO PENETRATION THROUGH TGI IS PERMITTED WITHOUT PRIOR APPROVAL BY SEOR AND DSA.
10. 8X8 CER, 100 CFM.
11. 10X6 EXHAUST DUCT UTR TO EF. PROVIDE TRANSITION AS REQUIRED.
12. 18X10 EXHAUST DUCT DN TO FIRST FLOOR.
13. FOR PENETRATION THROUGH SHEAR WALL SEE STRUCTURAL DETAIL 5/S600.
14. 3/8"RL & 7/8"SL (BOTH INSULATED) DN. TO FIRST FLOOR & UTR TO HP UNIT.

LEGENDS

- (S) ON-OFF SWITCH
- (T) THERMOSTAT
- SECTION THRU RECTANGULAR SUPPLY DUCT
- SECTION THRU RECTANGULAR RETURN DUCT
- SECTION THRU RECTANGULAR EXHAUST DUCT
- FLEXIBLE CONNECTION
- DUCT RISE IN DIRECTION OF FLOW
- DUCT DROP IN DIRECTION OF FLOW
- MANUAL VOLUME DAMPER (MVD)
- AUTOMACTIC FIRE DAMPER (AFD)
- MODULATING DAMPER (MOD)
- BACKDRAFT DAMPER (BDD)
- STATIC PRESSURE DAMPER
- CFSD COMBINATION FIRE/SMOKE DAMPER
- SD SMOKE DETECTOR
- BD BYPASS DAMPER
- SOUND TRAP
- SOUND LINED (SL) DUCT W/ INTERNAL INSULATION. DUCT SIZES SHOWN ARE NET INSIDE DIMENSION
- FLEXIBLE DUCT TO CEILING DIFFUSER OR REGISTER
- SINGLE LINE RIGID SHEET METAL DUCTWORK
- (M) FURNISHED & INSTALLED BY MECHANICAL CONTRACTOR
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- (EM) FURNISHED BY ELECTRICAL CONTRACTOR, INSTALLED BY MECHANICAL CONTRACTOR, WIRED BY ELECTRICAL CONTRACTOR
- (CC) CLOSING COIL IN MAGNETIC STARTER
- (SW) SWITCH

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2	100% CD	01/27/16
3	CCD 23	11/01/18

ORIGINAL SCALE: 0" 1" 2"

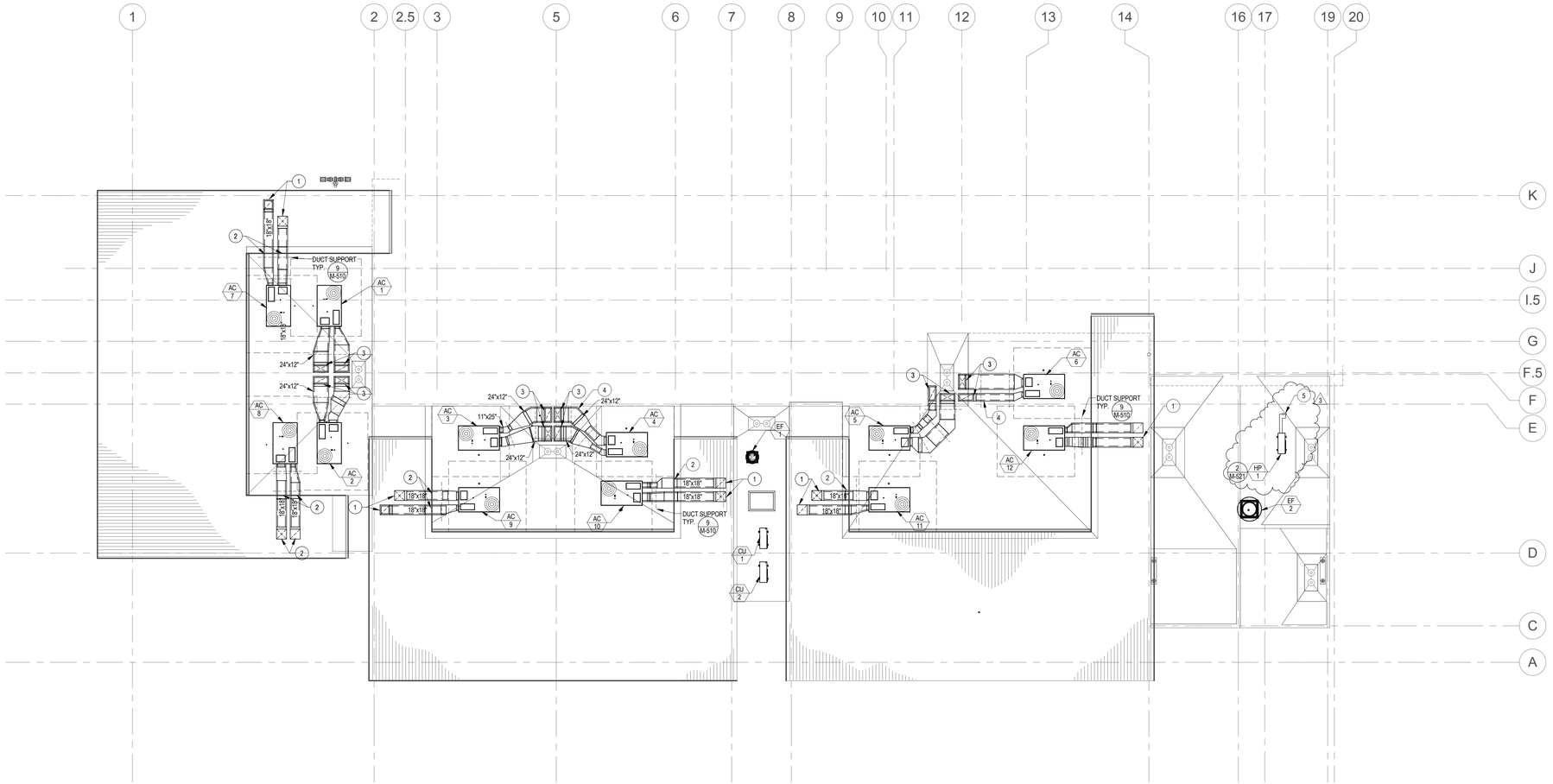
PROJECT NO.: Project Number

SHEET TITLE:

SECOND FLOOR PLAN

SHEET NO.:

M-112



MECHANICAL ROOF PLAN (1)
1/8" = 1'-0"

KEY NOTES:

1. 18X18 SA(SL) & RA(SL) DN.
2. 18X18 SA(SL) & RA(SL) DUCTWORK THRU WALL INTO CEILING SPACE, PROVIDE RAIN HOOD (1/M-510)
3. 24X12 SA(SL) & RA(SL) DTR
4. SEE DETAIL 9/M510 FOR DUCT SUPPORT ON ROOF.
5. 3/8"RL & 7/8"SL (BOTH INSULATED) DTR.

LEGENDS

- (S) ON-OFF SWITCH
- (T) THERMOSTAT
- SECTION THRU RECTANGULAR SUPPLY DUCT
- SECTION THRU RECTANGULAR RETURN DUCT
- SECTION THRU RECTANGULAR EXHAUST DUCT
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- MODULATING DAMPER (MOD)
- BACKDRAFT DAMPER (BDD)
- STATIC PRESSURE DAMPER
- CFSD COMBINATION FIRE/SMOKE DAMPER
- SD SMOKE DETECTOR
- BD BYPASS DAMPER
- SOUND TRAP
- SOUND LINED (SL) DUCT W/ INTERNAL INSULATION. DUCT SIZES SHOWN ARE NET INSIDE DIMENSION
- FLEXIBLE DUCT TO CEILING DIFFUSER OR REGISTER
- SINGLE LINE RIGID SHEET METAL DUCTWORK
- (M) FURNISHED & INSTALLED BY MECHANICAL CONTRACTOR
- (E) FURNISHED & INSTALLED BY ELECTRICAL CONTRACTOR
- (ME) FURNISHED & INSTALLED BY MECHANICAL CONTRACTOR, WIRED BY ELECTRICAL CONTRACTOR
- (EM) FURNISHED BY ELECTRICAL CONTRACTOR, INSTALLED BY MECHANICAL CONTRACTOR, WIRED BY ELECTRICAL CONTRACTOR
- (CC) CLOSING COIL IN MAGNETIC STARTER
- (SW) SWITCH

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3	CCD 23	11/01/18

ORIGINAL SCALE: 0" 1" 2"

PROJECT NO.: Project Number

SHEET TITLE:

ROOF PLAN

SHEET NO.:

M-131

NEW MAIN FIRE ALARM CONTROL PANEL BATTERY CALCULATIONS

DEVICE	QUANTITY	AMPS PER UNIT		TOTAL AMPS	
		STANDBY	ALARM	STANDBY	ALARM
FACP	-	0.447	0.447	0.447	0.447
	43	0.00055	0.00055	0.02365	0.02365
H	2	0.00055	0.00055	0.0011	0.0011
CM	15	0.0003	0.0003	0.0045	0.0045
F	1	0.0002	0.0002	0.0002	0.0002
F	33	0	0.0208	0	0.6864
15 F	13	0	0.065	0	0.845
30 F	5	0	0.105	0	0.525
95 F	12	0	0.249	0	2.988
MM	4	0.0003	0.0012	0.0011	0.0044
			TOTAL =	0.4776	5.5255
STANDBY LOAD =	0.4776		ALARM LOAD =	5.5255	
X STANDBY TIME =	X 24		ALARM TIME =	0.0833	
STANDBY AMP-HOURS =	11.624		ALARM AMP-HOURS =	0.4603	
TOTAL AMP-HOURS =	STANDBY AMP-HOURS + ALARM AMP-HOURS				
	11.227	AMP-HOURS			
@ 1.25 DERATING FACTOR =	14.904	AMP-HOURS			
INSTALL NEW BATTERIES. NEW BATTERIES SHALL BE 18 AH (INCLUDE DATE OF INSTALLATION)					

WORST CASE VOLTAGE DROP CALCULATION

POWER SUPPLY #	LOCATION	CIRCUIT	SPEAKER	STROBE			SUPPLY VOLTAGE	TOTAL ALARM CURRENT	WIRE SIZE	DC RESISTANCE Rdc	TOTAL LOOP RUN	VOLTAGE DROP
				15cd	30cd	110cd						
			0.0208	0.0650	0.105	0.249	VOLTS	AMPS	AWG	OHMS/1000FT	FEET	%
FATC-1	ELECTRIC ROOM	H1-A	15	-	-	-	24	0.312	12	2.01	360	1.59
		H1-V	-	7	2	3	24	1.412	12	2.01	315	6.3
		H2-A	6	-	-	-	24	0.1248	12	2.01	235	0.4
		H2-V	-	-	-	3	24	0.747	12	2.01	170	1.7
		H3-A	7	-	-	-	24	0.1456	12	2.01	250	0.5
		H3-V	-	4	3	2	24	1.073	12	2.01	250	3.7
		H4-A	6	-	-	-	24	0.1248	12	2.01	275	0.47
		H4-V	-	2	-	4	24	1.126	12	2.01	280	4.34

REFERENCE TO CCD 23
11-01-18

CSDA DESIGN GROUP

4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
323.821.9200

www.csdadesigngroup.com

STAMP:

REGISTERED PROFESSIONAL ENGINEER
ANA VARTANIAN
013986
Exp. 6-30-19
ELECTRICAL
STATE OF CALIFORNIA

CONSULTANT:

TURPIN & RATTAN
ENGINEERING, INC.
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2441 HONOLULU AVE
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PROJECT #15444.00

AUTHORITY APPROVAL:

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
03-116806
AC _____ FLS _____ SS_____

EDUCATE • INSPIRE • EMPOWER
Empowering All Children to Achieve Excellence
OXNARD SCHOOL DISTRICT Est. 1873

PROJECT OWNER:

OXNARD SCHOOL DISTRICT

1051 S. A Street
OXNARD, CA 93030
805.487.3918

www.oxnardsd.org

PROJECT NAME:

MARSHALL NEW CLASSROOM BUILDING

2900 Thurgood Marshall Dr.
Oxnard, CA 93036

KEY PLAN:

NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD SUBMITTAL	12/08/15
3	DSA SUBMITTAL	01/28/16
4	CCD #23	04/09/18

ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: TREI #15444

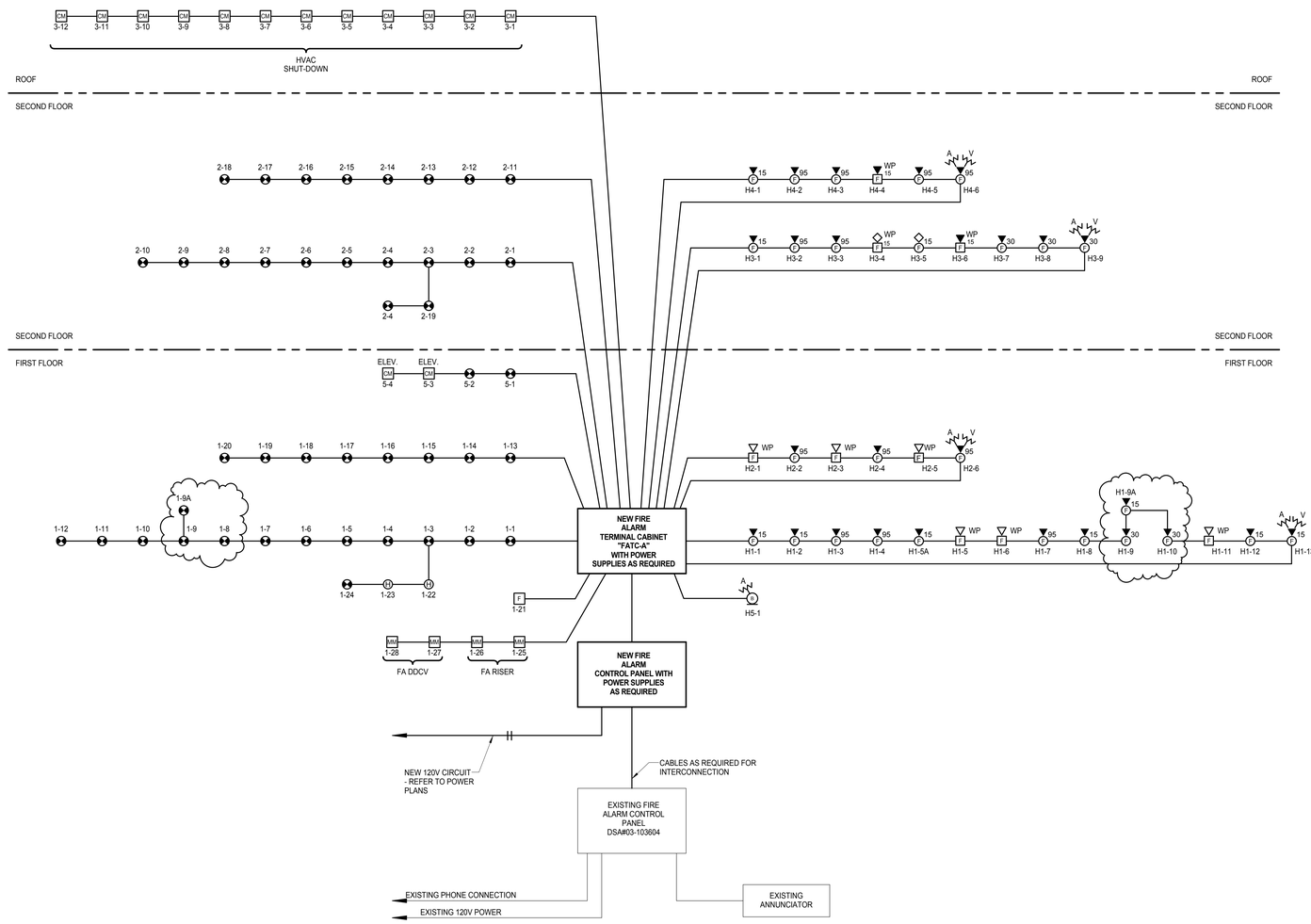
SHEET TITLE:

FIRE ALARM CALCULATIONS

SHEET NO.:

E-021

1119



1 FIRE ALARM RISER DIAGRAM
SCALE: NONE

REFERENCE TO CCD 23
11-01-18

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2	100% CD SUBMITTAL	12/08/15
3	DSA SUBMITTAL	01/28/16
4	CCD #23	04/09/18

ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: TREI #15444

SHEET TITLE:

FIRE ALARM RISER DIAGRAM

SHEET NO.:

E-022

1120

NEW PANEL "1LA"

(RECEPTACLES)

MOUNTING: SURFACE
ENTER CABINET AT: VERIFY
VOLTAGE: 120/208V, 3-PH, 4W

MAIN: 150A
BUSSING: 200A

LOCATION	VOLT-AMPERES □A	□B	□C	LTG	REC	MIS	BKR. AMP	POLE	ABC	BKR. AMP	POLE	MIS	REC	LTG	VOLT-AMPERES □A	□B	□C	LOCATION
EXT. 112, 115	900			-	5	-	20	1	1 2	20	1	-	1	-	300			A/V CABINET ROOM 109
EXT. 111, 113, 114		900		-	5	-			3 4			-	6	-		1080		ROOM 109
EXT. 106			1080	-	6	-			5 6			-	6	-			1080	ROOM 109
ROOM 108	1080			-	6	-			7 8			-	6	-	1080			ROOM 109, STORAGE
ROOM 107, 108		1080		-	6	-			9 10			-	4	-		720		EXT. 104, 105
ROOM 108			1080	-	6	-			11 12			-	1	-			300	A/V CABINET ROOM 108
ROOM 105	1080			-	6	-			13 14			-	1	-	300			A/V CABINET ROOM 105
ROOM 104, 105		1080		-	6	-			15 16			-	1	-		300		A/V CABINET ROOM 104
ROOM 104			1080	-	6	-			17 18			-	1	-			300	A/V CABINET ROOM 102
ROM 102, 104	1080			-	6	-			19 20			-	1	-	300			A/V CABINET ROOM 101
EXT. 101, 102, RISER ROOM		1260		-	7	-			21 22			-	6	-		1080		ROOM 102
MONITORS - ROOM 101			1080	-	6	-			23 24			-	6	-			1080	ROOM 102
MONITORS - ROOM 102	1080			-	6	-			25 26			-	6	-	1080			ROOM 101
MONITORS - ROOM 104		1080		-	6	-			27 28			-	6	-		1080		ROOM 101
MONITORS - ROOM 105			1080	-	6	-			29 30			-	6	-			1080	MONITORS - ROOM 108
OFFICES - 126, 127	540			-	3				31 32			-	6	-	1080			MONITORS - ROOM 109
OFFICES - 126, 127		540		-	3				33 34			-	-	-		-		SPARE
SPARE			-	-	-				35 36			-	-	-			-	
	-			-	-				37 38			-	-	-	-			
		-		-	-				39 40			-	-	-		-		
			-	-	-				41 42			-	-	-			-	
SUBTOTAL	5760	5980	5400												4140	4260	3840	SUBTOTAL

TOTAL VOLT-AMPERES/PHASE □A= 9,900 VA □B= 10,200 VA □C= 9,240 VA

TOTAL PANEL VOLT-AMPERES: 29,340 VA + LCL 0 VA = 29,340 VA AMPS= 81.5 A @120/208V, 3-PH

NEW PANEL "1HA"

(HVAC)

MOUNTING: SURFACE
ENTER CABINET AT: VERIFY
VOLTAGE: 277/480V, 3-PH, 4W

MAIN: 100A
BUSSING: 150A

LOCATION	VOLT-AMPERES □A	□B	□C	LTG	REC	MIS	BKR. AMP	POLE	ABC	BKR. AMP	POLE	MIS	REC	LTG	VOLT-AMPERES □A	□B	□C	LOCATION
-	-			-	-	-	-	-	1 2	-	-	-	-	-	-			-
-		-		-	-	-			3 4			-	-	-		-		-
-			-	-	-	-			5 6			-	-	-			-	-
-	-			-	-	-			7 8			-	-	-	-			-
-		-		-	-	-			9 10			-	-	-		-		-
-			-	-	-	-			11 12			-	-	-			-	-
-	-			-	-	-			13 14			-	-	-	-			-
-		-		-	-	-			15 16			-	-	-		-		-
-			-	-	-	-			17 18			-	-	-			-	-
-	-			-	-	-			19 20			-	-	-	-			-
-		-		-	-	-			21 22			-	-	-		-		-
-			-	-	-	-			23 24			-	-	-			-	-
-	-			-	-	-			25 26			-	-	-	-			-
-		-		-	-	-			27 28			-	-	-		-		-
-			-	-	-	-			29 30			-	-	-			-	-
-	-			-	-	-			31 32			-	-	-	-			-
-		-		-	-	-			33 34			-	-	-		-		-
-			-	-	-	-			35 36			-	-	-			-	-
-	-			-	-	-			37 38			-	-	-	-			-
-		-		-	-	-			39 40			-	-	-		-		-
-			-	-	-	-			41 42			-	-	-			-	-
SUBTOTAL	-	-	-												-	-	-	SUBTOTAL

TOTAL VOLT-AMPERES/PHASE □A= - VA □B= - VA □C= - VA

TOTAL PANEL VOLT-AMPERES: - VA + LCL - VA = - VA AMPS= -

NEW PANEL "1LB"••

(GENERAL POWER)

MOUNTING: SURFACE
ENTER CABINET AT: VERIFY
VOLTAGE: 120/208V, 3-PH, 4W

MAIN: 100A
BUSSING: 150A

LOCATION	VOLT-AMPERES □A	□B	□C	LTG	REC	MIS	BKR. AMP	POLE	ABC	BKR. AMP	POLE	MIS	REC	LTG	VOLT-AMPERES □A	□B	□C	LOCATION
FC-1	180			-	-	1	15	1	1 2	15	1	1	-	-	10			EF-1
CP-1		300		-	-	1	15	1	3 4	20	1	-	1	-		180		ELEVATOR CLOSET
ELEVATOR LIGHTS			500	-	-	1	20	1	5 6	15	1	-	-	1			50	ELEVATOR CLOSET
ELEVATOR PIT	180			-	1	-			7 8	20	1	-	1	-	500			IDF-A
ELEVATOR PIT		50		1	-	-			9 10	20	1	-	1	-		500		IDF-A
WATER HEATER			500	-	-	1			11 12	30	1	-	1	-			500	IDF-A
HAND DRYER	1800			1	-	-			13 14	20	1	-	1	-	1800			HAND DRYER
HAND DRYER		1800		-	-	-			15 16	20	1	-	-	-		1800		HAND DRYER
SPARE			-	-	-	-	20	1	17 18	15		-	-	-			1248	FC-4
	-			-	-	-			19 20	2		-	-	-	1248			
		-		-	-	-			21 22	20	1	-	-	-		-		SPARE
			-	-	-	-			23 24			-	-	-			-	
	-			-	-	-			25 26			-	-	-	-			
		-		-	-	-			27 28			-	-	-		-		
SPACE			-	-	-	-			29 30			-	-	-			-	SPACE
	-			-	-	-			31 32			-	-	-	-			
		-		-	-	-			33 34			-	-	-		-		
			-	-	-	-			35 36			-	-	-			-	
	-			-	-	-			37 38			-	-	-	-			
		-		-	-	-			39 40			-	-	-		-		
			-	-	-	-			41 42			-	-	-			-	
SUBTOTAL	2160	2150	1000												3408	2480	1748	SUBTOTAL

TOTAL VOLT-AMPERES/PHASE □A= 5,560 VA □B= 4,630 VA □C= 2,748 VA

TOTAL PANEL VOLT-AMPERES: 12,946 VA + LCL 722 VA = 13,668 VA AMPS= 37.9A @ 120/208V, 3-PH

NEW PANEL "1HB"

(LIGHTING)

MOUNTING: SURFACE
ENTER CABINET AT: VERIFY
VOLTAGE: 277/480V, 3-PH, 4W

MAIN: 100A
BUSSING: 150A

LOCATION	VOLT-AMPERES □A	□B	□C	LTG	REC	MIS	BKR. AMP	POLE	ABC	BKR. AMP	POLE	MIS	REC	LTG	VOLT-AMPERES □A	□B	□C	LOCATION
RMS - 108,109,110,111,112,114,115	2487			36	-	-	20	1	1 2	20	1	-	-	26	1872			ROOMS 104,105,106,107
ROOMS 101, 102		1800		24	-	-			3 4			-	-	15		300		FIRST FLOOR - EXTERIOR
SPARE			-	-	-	-			5 6			-	-	-			-	SPARE
	-			-	-	-			7 8			-	-	-	-			
		-		-	-	-			9 10			-	-	-		-		
			-	-	-	-			11 12			-	-	-			-	
SPACE	-			-	-	-			13 14			-	-	-	-			SPACE
		-		-	-	-			15 16			-	-	-		-		
			-	-	-	-			17 18			-	-	-			-	
SUBTOTAL	2477	1800	-												1872	300	-	SUBTOTAL

TOTAL VOLT-AMPERES/PHASE □A= 2,599 VA □B= 2,100 VA □C= 0 VA

TOTAL PANEL VOLT-AMPERES: 4,699 VA + LCL 1,175 V = 5,874 VA AMPS= 7.1 A @277/480V, 3-PH

PANEL "INV-A"

MOUNTING: SURFACE
ENTER CABINET AT: SIDE
VOLTAGE: 277V, 1-PHASE INPUT /277V, 1-PHASE OUTPUT

LOCATION	VA □A	NORMALLY ON	NORMALLY OFF	LTG	REC	MIS	BKR. AMP	BKR. POLE	□A
FIRST FLOOR EXTERIOR LIGHTING	200	ON		10	-	-	20	1	1
SECOND FLOOR INTERIOR LIGHTING	1125	ON		15	-	-			2
SECOND FLOOR EXTERIOR LIGHTING	160	ON		8	-	-			3
SECOND FLOOR EXTERIOR LIGHTING	825	ON		11	-	-			4
LIGHTING CONTROL INTERFACE	-	ON		-	-	1			5
SPARE	-			-	-	-			6
SPARE	-			-	-	-			7
SPARE	-			-	-	-			8
SPARE	-			-	-	-			9
SPARE	-			-	-	-			10
SPARE	-			-	-	-			11
SPARE	-			-	-	-			12
SUBTOTAL	2310								

TOTAL VOLT-AMPERES/PHASE □A= 2310 VA

TOTAL PANEL VOLT-AMPERES: 2310 VA + LCL 578 VA= 2,880 VA
AMPS= 10.4A @ 277V, 1-PHASE

PANEL SCHEDULE NOTES

● CIRCUIT CONTROLLED BY TIME CLOCK
- REFER TO SPECIFICATIONS

●● PANEL SHALL BE COMPLETE WITH A TIME SWITCH MOUNTED IN A SEPARATE COMPARTMENT WITH A SEPARATE LOCKING DOOR
- REFER TO SPECIFICATIONS

●●● - INDICATES DEDICATED FIRE ALARM CIRCUIT
- PROVIDE LOCK-OUT DEVICE
- RED MARKING
- PROVIDE NAMEPLATE "FIRE ALARM CIRCUIT"

REFERENCE TO CCD 23
11-01-18

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KEY PLAN:

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1	DESIGN DEV.	10/23/15
2	100% CD SUBMITTAL	12/08/15
3	DSA SUBMITTAL	01/28/16
4	CCD #23	04/09/18

ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: TREI #15444

SHEET TITLE:
PANEL SCHEDULES

SHEET NO.:
E-040

1121

MOUNTING: SURFACE
ENTER CABINET AT: VERIFY
VOLTAGE: 120/208V, 3-PHASE, 4W

NEW PANEL "2LA"
(RECEPTACLES)

MAIN: 150A
BUSSING: 200A

LOCATION	VOLT-AMPERES □A	□B	□C	LTG	REC	MIS	BKR. AMP	POLE	ABC	BKR. AMP	POLE	MIS	REC	LTG	VOLT-AMPERES □A	□B	□C	LOCATION
ROOM 209	1080			-	6	-	20	1	1 2	20	1	-	5	-	900			EXT. 211, 212, 213
ROOM 209, STORAGE		1080		-	6	-			3 4			-	4	-		720		EXT. 208, 209
ROOM 209			1080	-	6	-			5 6			-	6	-			1080	MONITORS - ROOM 209
A/V CABINET ROOM 209	300			-	1	-			7 8			-	6	-	1080			MONITORS - ROOM 208
ROOM 208		1080		-	6	-			9 10			-	5	-		900		EXT. 204, 205, 206
ROOM 208			1080	-	6	-			11 12			-	2	-			360	ROOM 207
A/V CABINET ROOM 208	300			-	1	-			13 14			-	6	-	1080			MONITORS - ROOM 204
MONITORS - ROOM 205		1080		-	6	-			15 16			-	6	-		1080		ROOM 204
ROOM 205			1080	-	6	-			17 18			-	6	-			1080	ROOM 204
ROOM 205	1080			-	6	-			19 20			-	1	-	300			A/V CABINET ROOM 205
MONITORS - ROOM 202		1080		-	6	-			21 22			-	1	-		300		A/V CABINET ROOM 204
ROOM 202			1080	-	6	-			23 24			-	1	-			300	A/V CABINET ROOM 202
ROOM 202	1080			-	6	-			25 26			-	1	-	300			A/V CABINET ROOM 201
MONITORS - ROOM 201		1080		-	6	-			27 28			-	3	-		540		EXT. 201, 202
ROOM 201			1080	-	6	-			29 30			-	-	-			-	SPARE
ROOM 201	1080			-	6	-			31 32			-	-	-	-			
SPARE		-		-	-	-			33 34			-	-	-		-		
			-	-	-	-			35 36			-	-	-			-	
	-			-	-	-			37 38			-	-	-	-			
		-		-	-	-			39 40			-	-	-		-		
			-	-	-	-			41 42			-	-	-			-	
SUBTOTAL	3940	5400	5400												3660	3540	2820	SUBTOTAL

TOTAL VOLT-AMPERES/PHASE □A= 7,600 VA □B= 8,940 VA □C= 8,220 VA

TOTAL PANEL VOLT-AMPERES: 24,760 VA + LCL 0 VA= 24,760 VA AMPS= 68.8 A @120/208V, 3-PHASE

MOUNTING: SURFACE
ENTER CABINET AT: VERIFY
VOLTAGE: 277/480V, 3-PH, 4W

NEW PANEL "2HA"
(HVAC)

MAIN: 200A
BUSSING: 250A

LOCATION	VOLT-AMPERES □A	□B	□C	LTG	REC	MIS	BKR. AMP	POLE	ABC	BKR. AMP	POLE	MIS	REC	LTG	VOLT-AMPERES □A	□B	□C	LOCATION
AC-1	4432			-	-	1	30		1 2	30		1	-	-	4432			AC-2
		4432		-	-	-			3 4			-	-	-		4432		
			4432	-	-	-		3	5 6		3	-	-	-			4432	
AC-3	4432			-	-	1	30		7 8	30		1	-	-	4432			AC-4
		4432		-	-	-			9 10			-	-	-		4432		
			4432	-	-	-		3	11 12		3	-	-	-			4432	
AC-5	4432			-	-	1	30		13 14	30		1	-	-	4432			AC-6
		4432		-	-	-			15 16			-	-	-		4432		
			4432	-	-	-		3	17 18		3	-	-	-			4432	
AC-13	4432			-	-	1	30		19 20			-	-	-	-			SPACE
		4432		-	-	-			21 22			-	-	-		-		
			4432	-	-	-		3	23 24			-	-	-			-	
SPACE	-			-	-	-	-	-	25 26			-	-	-	-			
		-		-	-	-	-	-	27 28			-	-	-		-		
	-			-	-	-	-	-	29 30			-	-	-			-	
		-		-	-	-	-	-	31 32			-	-	-	-			
			-	-	-	-	-	-	33 34			-	-	-		-		
	-			-	-	-	-	-	35 36			-	-	-			-	
		-		-	-	-	-	-	37 38			-	-	-	-			
			-	-	-	-	-	-	39 40			-	-	-		-		
SUBTOTAL	17728	17728	17728						41 42			-	-	-			-	
															13296	13296	13296	SUBTOTAL

TOTAL VOLT-AMPERES/PHASE □A= 31,024 VA □B= 31,024 VA □C= 31,024 VA

TOTAL PANEL VOLT-AMPERES: 93,072 VA + LCL 0 VA = 93,072 VA AMPS= 112.2 A @ 277/480V, 3-PH

MOUNTING: SURFACE
ENTER CABINET AT: VERIFY
VOLTAGE: 120/208V, 3-PH, 4W

NEW PANEL "2LB" ••
(GENERAL POWER)

MAIN: 150A
BUSSING: 200A

LOCATION	VOLT-AMPERES □A	□B	□C	LTG	REC	MIS	BKR. AMP	POLE	ABC	BKR. AMP	POLE	MIS	REC	LTG	VOLT-AMPERES □A	□B	□C	LOCATION
• EF-2	333			-	-	1	15		1 2	20	1	-	-	-	-			SPARE
		333		-	-	-		2	3 4	20	1	-	5	-		900		ROOF RECEPTACLES
ROOF RECEPTACLES			180	-	1	-	20	1	5 6	20	1	-	3	-			540	ROOF RECEPTACLES
FC-2	120			-	-	1	15	1	7 8	15	1	-	-	-	2160			CU-1
••• FACP		500		-	-	1	20	1	9 10	2		-	-	-		2160		
FATC-A			500	-	-	1			11 12	15	1	-	-	-			2160	CU-2
SEC-A	500			-	-	1			13 14	2		-	-	-	2160			
CL-A		500		-	-	1			15 16	20	1	-	-	-		500		PA-A
WATER HEATER			500	-	-	1			17 18	20	1	-	-	-			500	FU-A
HAND DRYER	1800			-	-	1			19 20	20	1	1	-	-	1800			HAND DRYER
SPARE		-		-	-	-	20	1	21 22	15		-	-	-		104		HP-2
			-	-	-	-			23 24	2		-	-	-			104	
	-			-	-	-			25 26	20	1	-	-	-	-			SPARE
		-		-	-	-			27 28			-	-	-		-		
			-	-	-	-			29 30			-	-	-			-	
	-			-	-	-			31 32			-	-	-	-			
		-		-	-	-			33 34			-	-	-		-		
SPACE			-	-	-	-			35 36			-	-	-			-	SPACE
	-			-	-	-			37 38			-	-	-	-			
		-		-	-	-			39 40			-	-	-		-		
			-	-	-	-			41 42			-	-	-			-	
SUBTOTAL	2804	1384	680												6130	3664	3304	SUBTOTAL

TOTAL VOLT-AMPERES/PHASE □A= 8,934 VA □B= 5,048 VA □C= 3,984 VA

TOTAL PANEL VOLT-AMPERES: 17,966 VA + LCL 3,530 V = 21,496 VA AMPS= 59.7 A @120/208V, 3-PH

MOUNTING: SURFACE
ENTER CABINET AT: VERIFY
VOLTAGE: 277/480V, 3-PH, 4W

NEW PANEL "2HB"
(HVAC)

MAIN: 200A
BUSSING: 250A

LOCATION	VOLT-AMPERES □A	□B	□C	LTG	REC	MIS	BKR. AMP	POLE	ABC	BKR. AMP	POLE	MIS	REC	LTG	VOLT-AMPERES □A	□B	□C	LOCATION
AC-7	4432			-	-	1	30		1 2	30		1	-	-	4432			AC-8
		4432		-	-	-			3 4			-	-	-		4432		
			4432	-	-	-		3	5 6		3	-	-	-			4432	
AC-9	4432			-	-	1	30		7 8	30		1	-	-	4432			AC-10
		4432		-	-	-			9 10			-	-	-		4432		
			4432	-	-	-		3	11 12		3	-	-	-			4432	
AC-11	4432			-	-	1	30		13 14	30		1	-	-	4432			AC-12
		4432		-	-	-			15 16			-	-	-		4432		
			4432	-	-	-		3	17 18		3	-	-	-			4432	
SPACE	-			-	-	-			19 20			-	-	-	-			SPACE
		-		-	-	-			21 22			-	-	-		-		
	-			-	-	-			23 24			-	-	-			-	
		-		-	-	-			25 26			-	-	-	-			
			-	-	-	-			27 28			-	-	-		-		
	-			-	-	-			29 30			-	-	-			-	
		-		-	-	-			31 32			-	-	-	-			
			-	-	-	-			33 34			-	-	-		-		
	-			-	-	-			35 36			-	-	-			-	
		-		-	-	-			37 38			-	-	-	-			
			-	-	-	-			39 40			-	-	-		-		
SUBTOTAL	13296	13296	13296						41 42			-	-	-			-	
															13296	13296	13296	SUBTOTAL

TOTAL VOLT-AMPERES/PHASE □A= 26,592 VA □B= 26,592 VA □C= 26,592 VA

TOTAL PANEL VOLT-AMPERES: 79,776 VA + LCL 0 VA = 79,776 VA AMPS= 96.1 A @ 277/480V, 3-PH

MOUNTING: SURFACE
ENTER CABINET AT: VERIFY
VOLTAGE: 277/480V, 3-PH, 4W

NEW PANEL "2HC"
(LIGHTING)

MAIN: 100A
BUSSING: 150A

LOCATION	VOLT-AMPERES □A	□B	□C	LTG	REC	MIS	BKR. AMP	POLE	ABC	BKR. AMP	POLE	MIS	REC	LTG	VOLT-AMPERES □A	□B	□C	LOCATION
RMS - 208,209,210,211,212,213	2775			37	-	-	20	1	1 2	20	1	-	-	27	2025			ROOMS 204,205,207
ROOMS 201, 202		1950		26	-	-			3 4			-	-	5		100		SECOND FLOOR - EXTERIOR
SPARE			-	-	-	-			5 6			-	-	-			-	SPARE
	-			-	-	-			7 8			-	-	-	-			
		-		-	-	-			9 10			-	-	-		-		
			-	-	-	-			11 12			-	-	-			-	
SPACE	-			-	-	-			13 14			-	-	-	-			SPACE
		-		-	-	-			15 16			-	-	-		-		
			-	-	-	-			17 18			-	-	-			-	
SUBTOTAL	2775	1950	-												2025	100	-	SUBTOTAL

TOTAL VOLT-AMPERES/PHASE □A= 4,600 VA □B= 2,050 VA □C= 0 VA

TOTAL PANEL VOLT-AMPERES: 6,050 VA + LCL 1,513 V = 7,563 VA AMPS= 9.1 A @277/480V, 3-PH

PANEL SCHEDULE NOTES

● CIRCUIT CONTROLLED BY TIME CLOCK
- REFER TO SPECIFICATIONS

●● PANEL SHALL BE COMPLETE WITH A TIME SWITCH MOUNTED IN A SEPARATE COMPARTMENT WITH A SEPARATE LOCKING DOOR
- REFER TO SPECIFICATIONS

●●● - INDICATES DEDICATED FIRE ALARM CIRCUIT
- PROVIDE LOCK-OUT DEVICE
- RED MARKING
- PROVIDE NAMEPLATE "FIRE ALARM CIRCUIT"

REFERENCE TO CCD 23
11-01-18

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PROJECT #15444.00

AUTHORITY APPROVAL:

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PROJECT OWNER:

OXNARD SCHOOL DISTRICT

1051 S. A Street
OXNARD, CA 93030
805.487.3918
www.oxnardsd.org

PROJECT NAME:

MARSHALL NEW CLASSROOM BUILDING

2900 Thurgood Marshall Dr.
Oxnard, CA 93036

KEY PLAN:

NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD SUBMITTAL	12/08/15
3	DSA SUBMITTAL	01/28/16
4	CCD #23	04/09/18

ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: TREI #15444

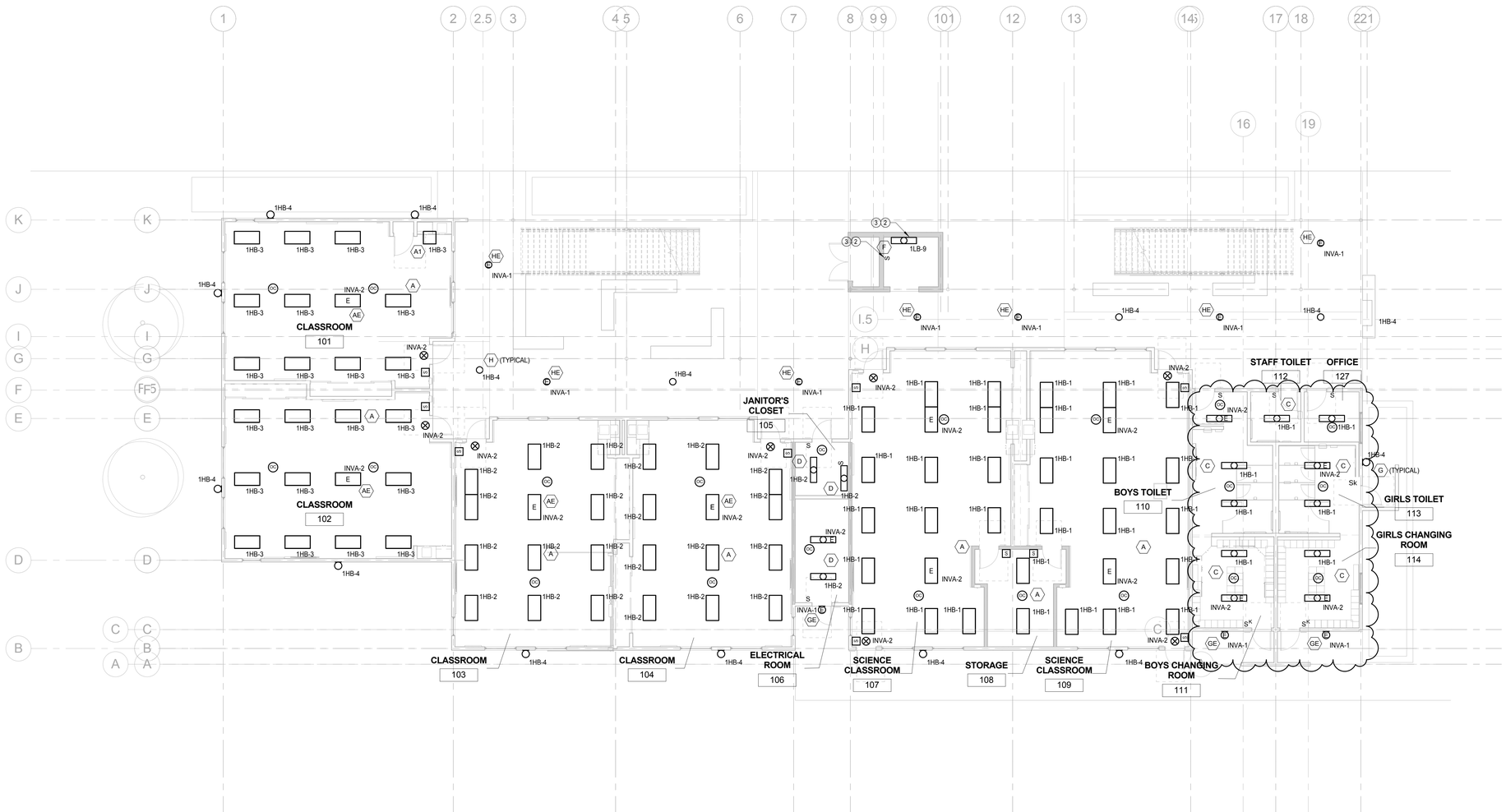
SHEET TITLE:

PANEL SCHEDULES

SHEET NO.:

E-041

1122



1 FIRST FLOOR PLAN - LIGHTING
SCALE: 1/8" = 1'-0"

REFERENCE TO CCD 23
11-01-18

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NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD SUBMITTAL	12/08/15
3	DSA SUBMITTAL	01/28/16
4	CCD #23	04/09/18

ORIGINAL SCALE: 0" 1" 2"

PROJECT NO.: TREI #15444

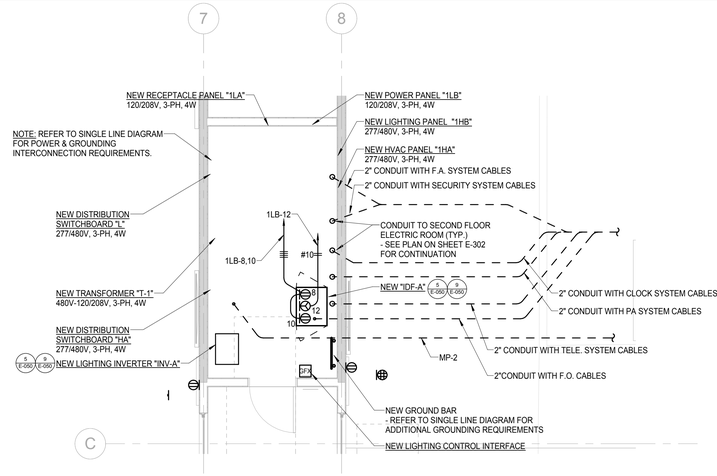
SHEET TITLE:

FIRST FLOOR PLAN - LIGHTING

SHEET NO.:

E-201

1123



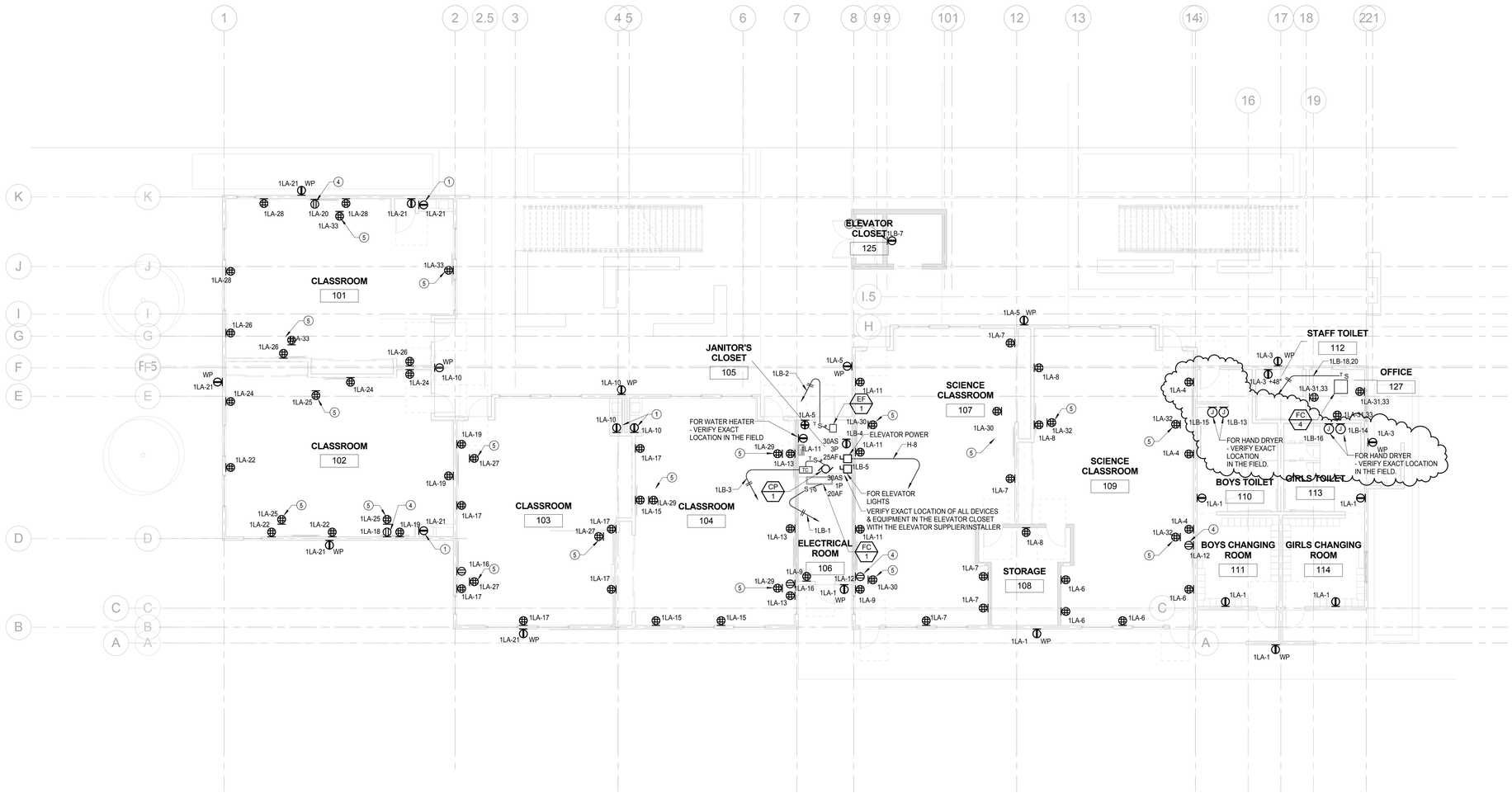
2 FIRST FLOOR - ENLARGED ELECTRIC ROOM

SCALE: 1/4" = 1'-0"

NOTE:
1. SEE DETAIL 1/S-402A FOR PIPES UNDER THE FOOTING.

ELECTRICAL KEYNOTES

1 MOUNT RECEPTACLE +6" ABOVE BACKSPLASH.
2 VERIFY EXACT LOCATION WITH ELEVATOR INSTALLER/CONTRACTOR.
3 IN ELEVATOR PIT.
4 MOUNT RECEPTACLE IN A/V WALL RACK - VERIFY EXACT MOUNTING IN THE FIELD.
5 WALL MOUNTED DEVICE FOR MONITOR - VERIFY EXACT HEIGHT & LOCATION IN THE FIELD.
6 VERIFY AMD PROVIDE/INSTALL POWER TERMINATION AS REQUIRED FOR "LOW-VOLTAGE" SYSTEMS AS INDICATED. COORDINATE WITH SYSTEM MANUFACTURER/INSTALLER.
7 REFER TO SYSTEM RISER DIAGRAMS FOR CABLE REQUIREMENTS.
8 WITH CABLES AS REQUIRED - REFER TO RISER DIAGRAMS.
9 FATC-A AND FACP LOCATED IN SECOND FLOOR ELEC. ROOM - SEE E-304 FOR LOCATION.



1 FIRST FLOOR PLAN - POWER

SCALE: 1/8" = 1'-0"

REFERENCE TO CCD 23
11-01-18

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PROJECT #15444.00

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PROJECT NAME:
MARSHALL NEW CLASSROOM BUILDING
2900 Thurgood Marshall Dr.
Oxnard, CA 93036

KEY PLAN:

NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD SUBMITTAL	12/08/15
3	DSA SUBMITTAL	01/28/16
4	CCD #23	04/09/18

ORIGINAL SCALE: 0" 1" 2"

PROJECT NO.: TREI #15444

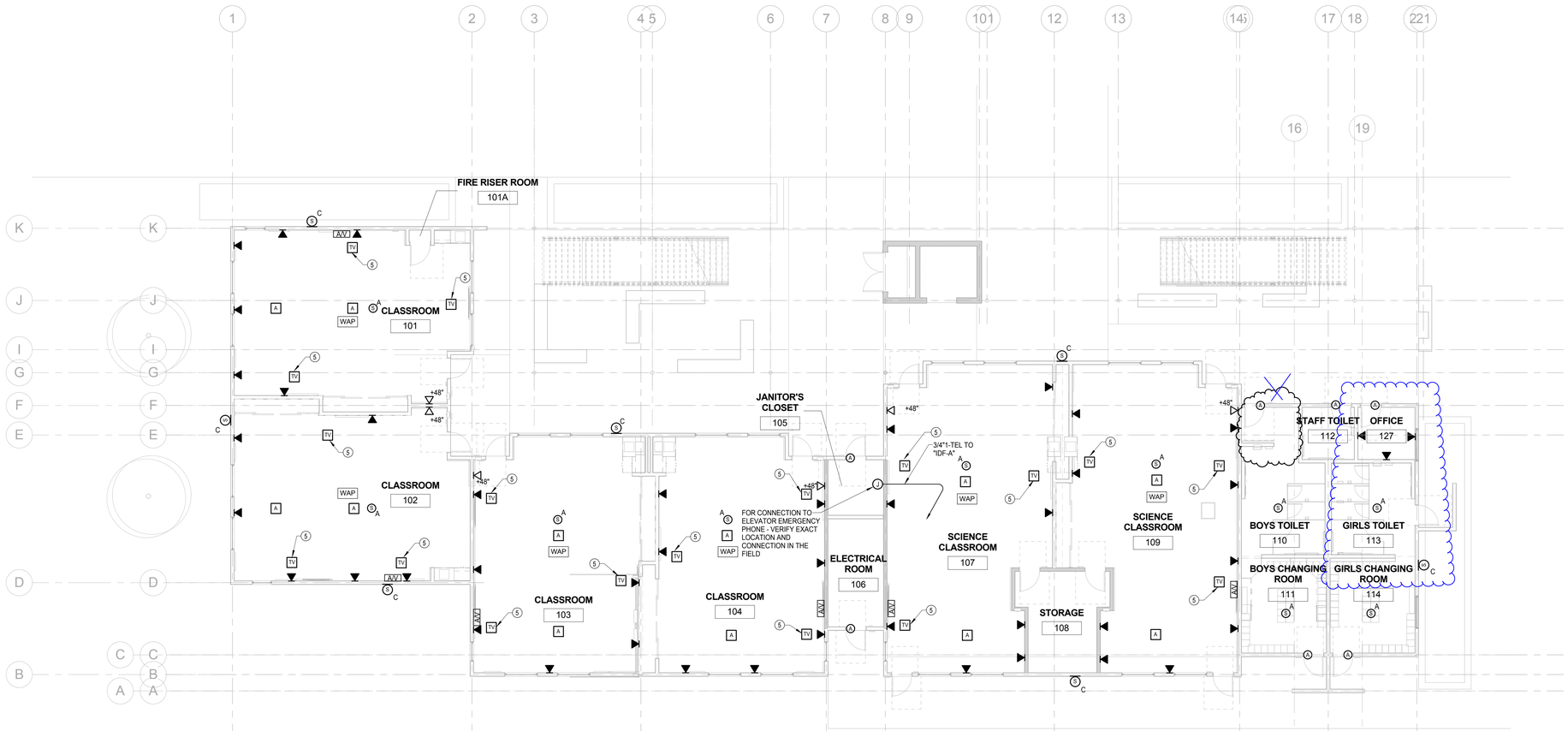
SHEET TITLE:
FIRST FLOOR PLAN - POWER

SHEET NO.:
E-202

1124

ELECTRICAL KEYNOTES

1 MOUNT RECEPTACLE +6" ABOVE BACKSPLASH.
2 VERIFY EXACT LOCATION WITH ELEVATOR INSTALLER/CONTRACTOR.
3 IN ELEVATOR PIT.
4 MOUNT RECEPTACLE IN A/V WALL RACK - VERIFY EXACT MOUNTING IN THE FIELD.
5 WALL MOUNTED DEVICE FOR MONITOR - VERIFY EXACT HEIGHT & LOCATION IN THE FIELD.
6 VERIFY AMD PROVIDE/INSTALL POWER TERMINATION AS REQUIRED FOR "LOW-VOLTAGE" SYSTEMS AS INDICATED. COORDINATE WITH SYSTEM MANUFACTURER/INSTALLER.
7 REFER TO SYSTEM RISER DIAGRAMS FOR CABLE REQUIREMENTS.
8 WITH CABLES AS REQUIRED - REFER TO RISER DIAGRAMS.
9 FATC-A AND FACP LOCATED IN SECOND FLOOR ELEC. ROOM - SEE E-304 FOR LOCATION.



1 FIRST FLOOR PLAN - SIGNAL
SCALE: 1/8" = 1'-0"

REFERENCE TO CCD 23
11-01-18

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PROJECT #15444.00

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PROJECT NAME:

MARSHALL NEW CLASSROOM BUILDING

2900 Thurgood Marshall Dr.
Oxnard, CA 93036

KEY PLAN:

NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD SUBMITTAL	12/08/15
3	DSA SUBMITTAL	01/28/16
4	CCD #23	04/09/18

ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: TREI #15444

SHEET TITLE:

FIRST FLOOR PLAN - SIGNAL

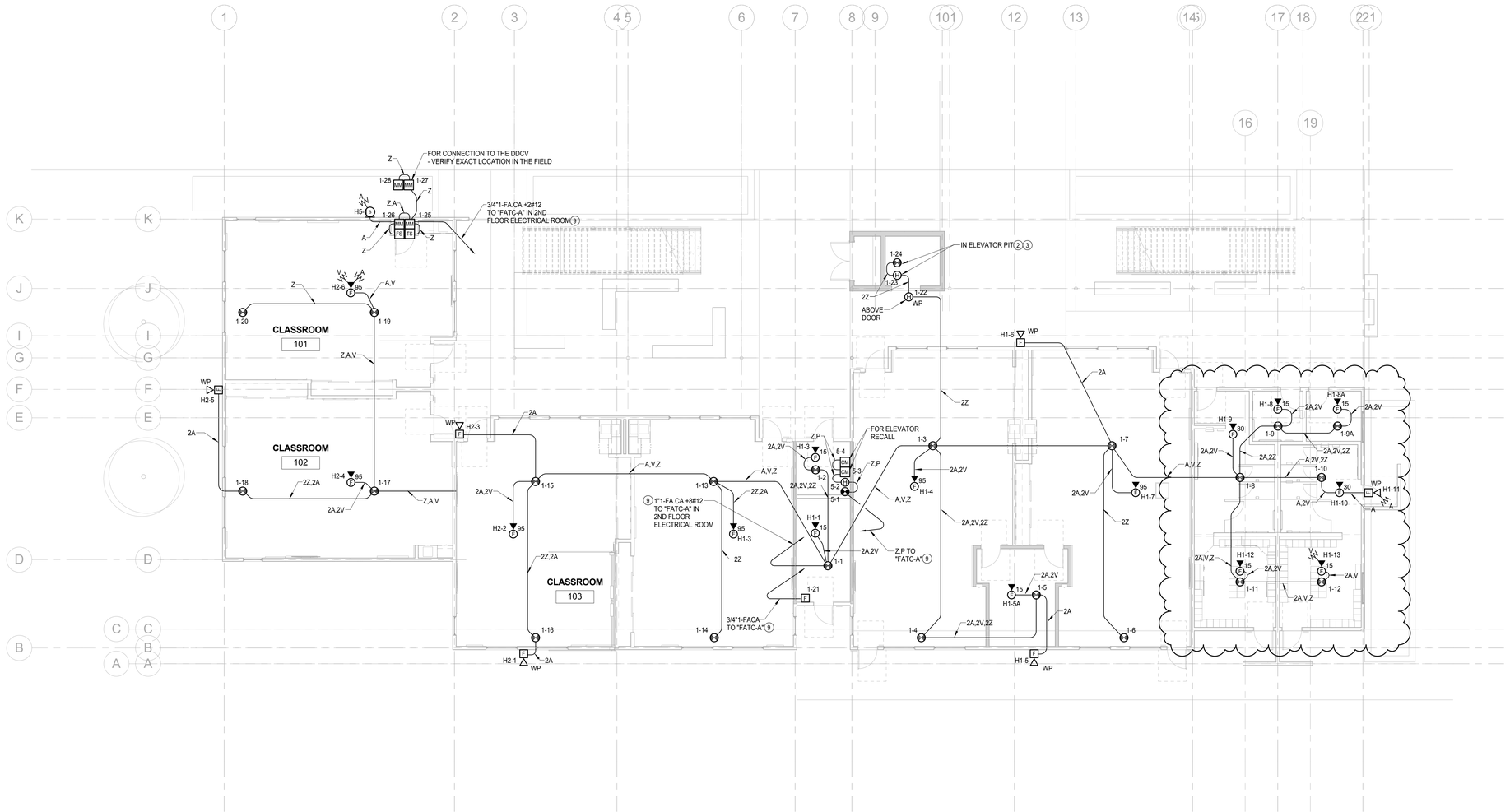
SHEET NO.:

E-203

1125

ELECTRICAL KEYNOTES

1 MOUNT RECEPTACLE +6" ABOVE BACKSPLASH.
2 VERIFY EXACT LOCATION WITH ELEVATOR INSTALLER/CONTRACTOR.
3 IN ELEVATOR PIT.
4 MOUNT RECEPTACLE IN A/V WALL RACK - VERIFY EXACT MOUNTING IN THE FIELD.
5 WALL MOUNTED DEVICE FOR MONITOR - VERIFY EXACT HEIGHT & LOCATION IN THE FIELD.
6 VERIFY AND PROVIDE/INSTALL POWER TERMINATION AS REQUIRED FOR "LOW-VOLTAGE" SYSTEMS AS INDICATED. COORDINATE WITH SYSTEM MANUFACTURER/INSTALLER.
7 REFER TO SYSTEM RISER DIAGRAMS FOR CABLE REQUIREMENTS.
8 WITH CABLES AS REQUIRED - REFER TO RISER DIAGRAMS.
9 FATC-A AND FACP LOCATED IN SECOND FLOOR ELEC. ROOM - SEE E-304 FOR LOCATION.



1 FIRST FLOOR PLAN - FIRE ALARM
SCALE: 1/8" = 1'-0"

REFERENCE TO CCD 23
11-01-18

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PROJECT #15444.00

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PROJECT NAME:

MARSHALL NEW CLASSROOM BUILDING

2900 Thurgood Marshall Dr.
Oxnard, CA 93036

KEY PLAN:

NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD SUBMITTAL	12/08/15
3	DSA SUBMITTAL	01/28/16
4	CCD #23	04/09/18

ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: TREI #15444

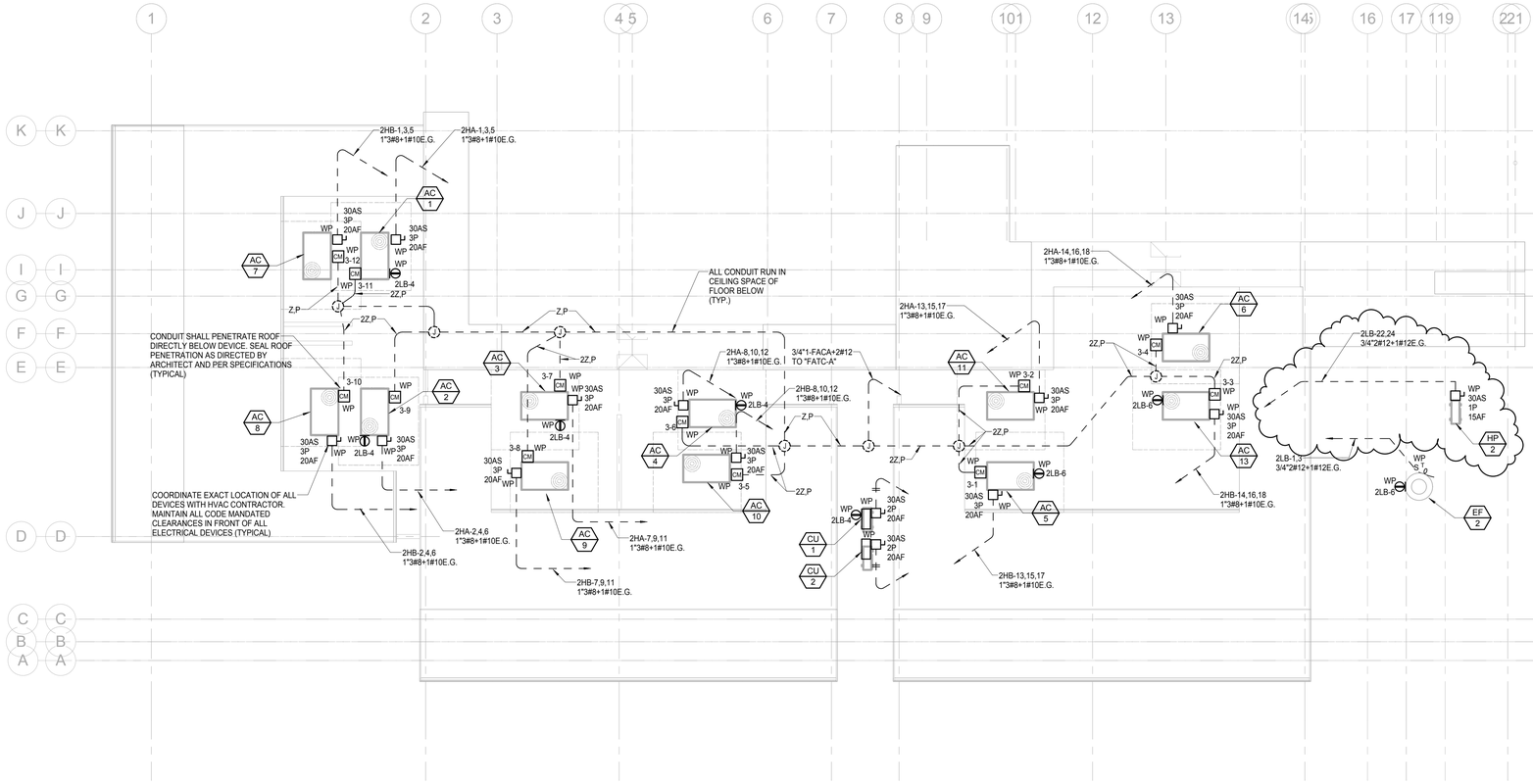
SHEET TITLE:

FIRST FLOOR PLAN - FIRE ALARM

SHEET NO.:

E-204

1126



1 ROOF PLAN - ELECTRICAL
SCALE: 1/8" = 1'-0"

REFERENCE TO CCD 23
11-01-18

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PROJECT #15444.00

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PROJECT NAME:

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2900 Thurgood Marshall Dr.
Oxnard, CA 93036

KEY PLAN:

NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD SUBMITTAL	12/08/15
3	DSA SUBMITTAL	01/28/16
4	CCD #23	04/09/18

ORIGINAL SCALE:
0" 1" 2"

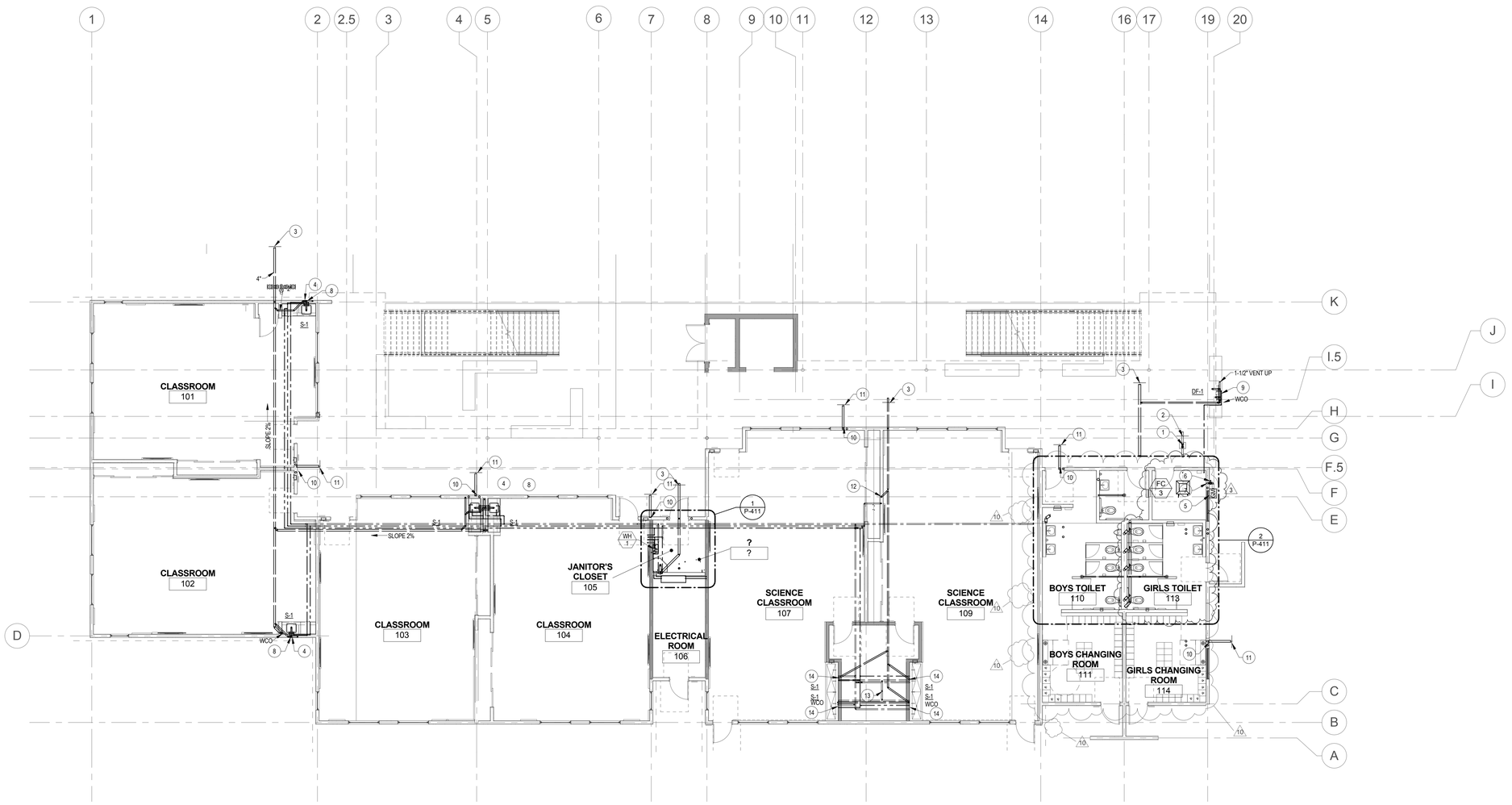
PROJECT NO.: TREI #15444

SHEET TITLE:

ROOF PLAN - ELECTRICAL

SHEET NO.:

E-401



PLUMBING 1ST FLOOR PLAN 1
1/8" = 1'-0"

KEY NOTES:

1. 3" CW SOV IN YARD BOX.
2. 3" COLD WATER PIPING, FOR CONTINUATION SEE SITE PLAN P-101
3. 4" WASTE PIPING EXTEND MIN 5'-0" FROM BUILDING EXTERIOR WALL, FOR CONTINUATION SEE SITE PLAN P-101.
4. 2" W. DN, 2" W & 1-1/2" V. UP TO SECOND FLOOR.
5. 3" GAS METER COORDINATE WITH LOCAL GAS COMPANY AND OBSTAIN REQUIRED PERMIT.
6. 3" EARTHQUAKE SOV KOSO MODEL 315
7. 3" LOW PRESSURE GAS UP IN WALL TO 2ND FLOOR
8. 3/4" CW & HW DN. TO SERVE SINK & UP TO SECOND FLOOR
9. 3/4" CW & HW DN. TO SERVE DF-1.
10. 3" SD & OD DN. IN WALL, OFFSET OD AND SPILL TO GRADE 6" ABOVE FLOOR AND OFFSET SD BELOW GRADE.
11. EXTEND 3" SD LINE 5'-0" FROM BUILDING EXTERIOR WALL, FOR CONTINUATION REFER TO SITE PLAN P-101.
12. 2" W. 3/4" CW & HW UP TO SECOND FLOOR
13. 1-1/2" V. UP TO SECOND FLOOR.
14. 3/4" CW & HW DN. TO SERVE SINK.

LEGENDS & ABBREVIATIONS

W	WASTE ABOVE FLOOR
W	WASTE BELOW FLOOR
SD	STORM DRAIN ABOVE FLOOR
OD	OVERFLOW DRAIN ABOVE GRADE
SD	STORM DRAIN BELOW GRADE
V	VENT
CW	COLD WATER
HW	HOT WATER
HWR	HOT WATER RETURN
G	GAS
ICW	INDUSTRIAL COLD WATER
CD	CONDENSATE DRAIN
D	RISER DRAIN
CA	COMPRESSED AIR
(E)	EXISTING PIPING WITH SERVICE INDICATED
SOV	SHUT OFF VALVE
CV	CHECK VALVE
CO	CLEAN OUT
FCO	FLOOR CLEAN OUT
	PIPE DROP UNLESS OTHERWISE NOTED
	PIPE UP UNLESS OTHERWISE NOTED
	PIPE DROP OR RISE
O	OXYGEN
AR	ARGON
AC	ACETYLENE
CO_2	CARBON DIOXIDE
POC	POINT OF CONNECTION
ABV	ABOVE
AC	ACCESSIBLE
CLG	CEILING
DN	DOWN
DTR	DOWN THRU ROOF
(E)	EXISTING
ELEV.	ELEVATION
FT	FOOT, FEET
FU	FIXTURE UNIT
FV	FLUSH VALVE
MTD	MOUNTED
OD	OVERFLOW DRAIN
REQ	REQUIRED
RD	ROOF DRAIN
SD	STORM DRAIN
SGL	SINGLE
STL	STAINLESS STEEL
TYP	TYPICAL
UTR	UP THRU ROOF
VB	VACUUM BREAKER
W/	WITH
WCO	WALL CLEAN OUT

CSDA DESIGN GROUP

4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
323.821.9200

www.csdadesigngroup.com

STAMP:

CONSULTANT:

CREATIVE DESIGN
MECHANICAL ENGINEERS
336 N. CENTRAL AVE. SUITE 108
GLENDALE, CA 91203
(818) 507-7522

AUTHORITY APPROVAL:

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
03-
AC ____ FLS ____ SS ____

EDUCATE • INSPIRE • EMPOWER
Empowering All Children to Achieve Excellence
OXNARD SCHOOL DISTRICT Est. 1873

PROJECT OWNER:

OXNARD SCHOOL DISTRICT

1051 S. A Street
OXNARD, CA 93030
805.487.3918

PROJECT NAME:

MARSHALL NEW CLASSROOM BUILDING

2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036

KEY PLAN:

NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/15
2	100% CD	01/27/16
3	CCD 23	11/01/18

ORIGINAL SCALE:
0" 1" 2"

PROJECT NO.: Project Number

SHEET TITLE:

FIRST FLOOR PLAN

SHEET NO.:

P-111

1128

#17-117

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 24th day of August 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Marshall Elementary School, located at 2900 Thurgood Marshall Drive, Oxnard, California 93036 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

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

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and

attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **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.

K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Eight Million Nine Hundred Ninety-Four Thousand Two Hundred Thirty-Six and No/Hundredths Dollars ($8,994,236.00)**. The GMP consists of (1) no Preconstruction Fee, a Sublease Tenant Improvement Payment in the amount of **Eight Million One Hundred Ninety-Eight Thousand Five Hundred Ninety-Two Dollars and No Cents ($8,198,592.00)** and, (2) a Contractor Contingency in the amount of **Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents ($345,932.00)**, and, (3) Sublease Payments in the amount of **$74,952.00** per month for **6** months, for a total lease value of **Four Hundred Forty-Nine Thousand Seven Hundred Twelve Dollars and No Cents ($449,712.00)** pursuant to terms and payment schedule as set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with subcontractor bidding to establish the final GMP for Board acceptance.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibits A and B** attached hereto. Prior to DSA approval Contractor did not perform Preconstruction Services to assist in designing the project. Upon DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall

be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

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

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by

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.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the

GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement 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,

accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and

Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR	THE DISTRICT
Bernards By: Rick Fochtman	Oxnard School District, a California school district By: Lisa A. Franz, Director, Purchasing
By: Rick Fall	By: Lisa A. Franz
Title: Executive Vice President	Title: Director, Purchasing
Date: 8/29/2017	Date: 9-7-17

#17-117

EXHIBIT A
Scope of Work (Plans & Specifications)

Marshall New Classroom Building

100% Construction Documents Package

Oxnard School District

October 4, 2016

FEB. 17 2017
DSA A# 03-116806

BINDER A

Oxnard School District
Marshall New Classroom Building
2900 Thurgood Marshall Dr. Oxnard, CA 93036

CSDA | DESIGN GROUP

EXHIBIT A, continued

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VOLUME 1 of 2 (Not submitted to DSA)

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00 2400	Statement of Bidder's Qualifications
00 2600	Bid Bond
00 4000	Labor and Material Payment Bond
00 4100	Performance Bond
00 4150	Certificate of Worker's Compensation Insurance
00 5100	Background Check and Fingerprinting Procedures for Contractors
00 5300	Guarantee and Standard Forms
00 7000	General Conditions

DIVISION 1 – 2 (Not Used)

Volume 2 of 2

DIVISION 03 - CONCRETE

03 1000	Concrete Forming Accessories
03 2000	Concrete Reinforcing
03 3000	Cast-In-Place Concrete

DIVISION 04 - MASONRY

04 2200	Concrete Unit Masonry

DIVISION 05 - METALS

05 1200	Structural Steel Framing
05 5000	Metal Fabrications

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 1000	Rough Carpentry
06 1733	Wood I-Joists
06 1813	Glued Laminated Beams
06 4000	Architectural Woodwork

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MARSHALL NEW CLASSROOM BUILDING

EXHIBIT A, continued

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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

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MARSHALL NEW CLASSROOM BUILDING

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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)

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21 1000	Fire Protection

DIVISION 22 – PLUMBING

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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

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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
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26 2416	Panelboards and Signal Terminal Cabinets
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26 5000	Lighting
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MARSHALL NEW CLASSROOM BUILDING

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DSA FILE NO. 56-22	**DSA APPLICATION NO. 03-116806**	**PTN NO. 72538-91**

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Grand total: 143	

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Exhibit B

Guaranteed Maximum Price (GMP)

BERNARDS
BUILDERS • MANAGEMENT SERVICES

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

BERNARDS

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**

	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

	Total Contract Amount		**$ 8,994,236**

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BERNARDS
BUILDERS • MANAGEMENT SERVICES

ALLOWANCES

Marshall Classroom Building

Oxnard School District **GMP**

2900 Thurgood Marshall Dr, Oxnard, CA 93036 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**

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BERNARDS
BUILDERS + MANAGEMENT SERVICES

QUALIFICATIONS & ASSUMPTIONS

Marshall Classroom Building

Oxnard School District **GMP**

2900 Thurgood Marshall Dr, Oxnard, CA 93036 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 appurtenantances, 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.

BERNARDS
BUILDERS • MANAGEMENT SERVICES

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, no change to width
	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

BERNARDS

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.9	~~Replace entire roof with hot mop~~ Roofing VE Items	RS to provide pricing for hot mop roof through out the project. Update 06/23/17: TM working with Best Interior to develop a value engineering package that retains the existing design. Update 7/6/17: CM has discussed potential VE items with Best, including use of a lighter gauge standing seam roofing material. Update 7/18/17: Use of a lighter gauge standing seam roofing material is not acceptable to CSDA. Best Contracting looked again at their number and submitted a credit amount.
CCD	ARC.10	Use standard Hydraulic elevators in lieu of MRL elevator	JA to provide revised design for using a jack less hydraulic elevator Update 06/23/17: SB directed team to pursue the hydraulic elevator. TM to forward shop drawing for hydraulic elevator to JA for coordination with designed structure for the shaft and equipment room Update 7/6/17: Republic Elevator has provided drawings for space requirements of the elevator shaft and machine room. CSDA has reviewed and indicates that required space requirements will work within current designed structure.
	ARC.11	Delete energy management system.	RS to obtain credit to delete EMS in it entirety Update 06/23/17: Sheldon provided credit.
	ARC.12	Delete fire department ladders	JA to call fire marshal to understand requirement of exterior fire ladders Update 06/23/17: JA and TM to visit fire department to delete exterior ladders for building and elevator tower Update 7/6/17: Per Jose/CSDA the exterior ladders as shown on G-003 will not be required based on discussion with the local fire department.
CCD	ARC.13	Delete framing at elevator opening smoke doors.	SB accepted deletion. Finalize credit to GMP.
CCD	ARC.14	Delete hand dryers	SB accepted deletion. Finalize credit to GMP JA to revise specifications to include paper towel dispensers Update 06/23/17: Paper towel dispensers shall OFCI.
CCD	ARC.15	Revise Guardrail Detail	JA to review design of handrail detail and revise to simplify and reduce cost. Also see ARC.19 below Update 06/23/17:CA Buchen provided revised design for guardrails which was accepted by SB and JA. Credit provided by CA Buchen.
	ARC.16	Use thinset in lieu of mortar set tile	After discussion with the team it was determined that the mortar bed would be deleted at 1st and 2nd floor restrooms and that the tile would be thinset. Need to add the sloping of floor to drains. RB to provide pricing Update 06/23/17: Credit provided by Silverado.
CCD	ARC.17	Remove 2nd floor canopy over walkways	JA to review the shading study and determine if a portion of the walkway cover can be reduced Update 06/23/17: Still pending structural engineer response. JA to follow on 06/26/17 Update 7/6/17: Jose/CSDA has been working with the structural engineer for drawings/details in order for Bernards to request subcontractor pricing. Update 7/18/17: The structural engineer provided drawings on 7/18/17 for subs to review and provide pricing.
	ARC.18	Delete all tile from change rooms and provide painted walls and resilient tile with rubber base	RS to provide pricing for proposed revisions. Update 06/23/17:Credit provided by Silverado.
	ARC.19	Delete galvanized finish for stairs, guardrails and handrails and provide zinc primer with paint finish	RS to provide pricing for proposed revisions. Update 06/23/17: Steel contractor stated the is no cost difference with zinc coating and galvanizing.

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BERNARDS

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.20	Delete requirement of waterproof wrap around building	JA to review specification to determine what is required and RS to reach out to plaster subcontractors to determine what is included Update 06/23/17: TM got price to wrap the first 5 feet of the building.
	ARC.21	Delete drywall soffit at high ceiling and provide T-Bar and acoustical tile.	JA to prepare sketch of proposed T-Bar soffit for final pricing Update 7/6/17: Jose/CSDA has rejected this potential VE item.
	ARC.22	Revise operable windows to fixed windows	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable.
	ARC.23	Flush Aluminum Windows with Exterior wall	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable. JA to revise detail for window install. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again. Window width is now 4 ½" but still held to outside with return on inside of wall.
	ARC.24	HVAC VE Items	Meeting with CFW, Bernards and Sheldon Mechanical to discuss potential VE items. Items include deduct for standalone control system vs. DDC control system, deduct to change side discharge rooftop units to down shot, deduct to change ductwork from rectangular to round and added cost to install copper coils on rooftop units. Update 7/7/17: The copper fin added cost has been rejected. The (3) credit items are still under consideration. Jose A. to follow up with mechanical engineer to question why his response to down shot roof top units will not work. Update 7/18/17: Mechanical engineer has rejected the proposed down shot type units due to space limitations. Credits for standalone control system and use of round ducts will be accepted.
	ARC.25	Electrical VE Items	Taft Electric has been contacted regarding potential VE items and have submitted the following; Deduct for alternate light fixture package using a different manufacturer, deduct for use of MC cables for all branch circuits in lieu of flex conduit, deduct for use of aluminum brass in lieu of copper on all switchgear, deduct for use of native soil in lieu of concrete backfill at ductbanks. The Electrical Engineer has reviewed and provided a response, to be reviewed further with CFW & CSDA. Update 7/7/17: After reviewing the electrical VE items it was determined to still purse 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.

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BERNARDS

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.

BERNARDS
BUILDERS • MANAGEMENT SERVICES

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036 July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	SIT.9	Gas Line Revisions	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. 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. 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.

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Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Erosion Control	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Whitson CM / Bernards**	**Socal Stormwater Runoff Solution**				
Base Bid	See below	See below				
Spec #: 312500	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days						
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Storm Water Compliance	1,200	520				
"Due to the project being under 1 acre this project is not subject to the State CGP"	Included	Included				
Provide project related Water Pollution Control Program (WPCP) by Qualified developer	Included	Included				
Development of project specific Best Management Practices (BMP's)	Included	Included				
Development of erosion control plan for inclusion in WPCP	Included	Included				
SWPPP (QSP/QSD) Services						
Qualified SWPPP Practitioner QSP conduct weekly site inspections, photos, document, etc	18,720	10,400				
Rate per week for monitoring	$360/wk	$200/visit				
Keep records & documents updated	Included	Included				
Provide recommendations for reqs of BMP upkeep & maintenance (but won't do the work)	Included	Included				
Electronically file all data for Permit documents as required	Included	Included				
Pre/During/Post Rain-Event Visual Inspections	4,320	2,640				
Rate per week/visit for monitoring the rain monitoring	$360/wk	$220/visit				
Erosion Control - No Plans Provided	21,402	21,402				
Silt Fencing at perimeter of sites	Included	Included				
Fiber Rolls at perimeter of existing parking lot rework - A-102	Included	Included				
Fiber Rolls at new school addition perimeter - G-003	Included	Included				
Fiber Rolls at new playground area perimeter - G-003	Included	Included				
Construction Entrances	Included	Included				

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Erosion Control	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Whitson CM / Bernards**	**Socal Stormwater Runoff Solution**				
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**					
Socal Stormwater Runoff Solution	**78,677**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Surveying	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Adkan Engineers	Brenner & Carpenter	Hunsaker & Associates	MNS Engineers	Michael Baker International	Stantec
Base Bid	22,000	25,000	60,400	17,055	8,900	39,950
Spec #: 00700 - General Conditions	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	N/A	N/A	N/A	N/A	N/A	N/A
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Set-up	Included	Included	Included	Included	Included	Included
Travel Costs	Included	Included	Included	Included	Included	Included
Horizontal Control	Included	Included	Included	Included	Included	Included
Survey Boundary Map	Included	Included	Included	Included	Included	Included
Excavation	Included	Included	Included	Included	Included	Included
Rough Grade Staking	Included	Included	Included	Included	Included	Included
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	Included
Gridlines at Elevator & Exterior Stairs	Included	Included	Included	Included	Included	Included
Buildings	Included	Included	Included	Included	Included	Included
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	Included
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, Natural Gas and Permanent Electrical Service	Included	Included	Included	Included	Included	Included
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	Included
Site	Included	Included	Included	Included	Included	Included
Stakes for Sanitary Sewer, Storm Drain, Natural Gas and Domestic Fire & Domestic Water	Included	Included	Included	Included	Included	Included
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	Included	Included	Included	Included	Included	Included
Line Stakes for demo/saw cut of asphalt at existing northeast parking lot. Provide markings for new parking stalls.	Included	Included	Included	Included	Included	Included
Line and grade stakes for rubberized playground area	Included	Included	Included	Included	Included	Included
1-person survey crew rate per hour	$185/hr		$192/hr	$180/hr		
2-person survey crew rate per hour	$260/hr		$234/hr	$260/hr		
	5,000	2,000		6,667	12,000	
TOTALS	**27,000**	**27,000**	**60,400**	**23,722**	**20,900**	**39,950**
Recommendation:	**Amount**					
Michael Baker International	**20,900**					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Reinforcing Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Upland Contracting	Vista Steel				
Base Bid	85,814	83,445				
Spec #: 032000	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Rebar	Included	Included				
New Classroom Addition Building per Structural, Architectural & Civil sheets	Included	Included				
Rebar for Footings	Included	Included				
Rebar for Spread Footings	Included	Included				
Rebar for Column Footings	Included	Included				
Rebar for Stair Footings	Included	Included				
Rebar for Pad Footings	Included	Included				
Rebar for Elevator Pit	Included	Included				
Rebar for Slab on Grade	Included	Included				
Hoisting as Required	1,500	1,500				
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8', build them sim to right side of det 6/S-401	5,000	5,000				
Site Concrete Reinforcing	24,486	12,025				
Paving, curbs, seat walls, planter walls	Included	Included				
Site curbs FOB jobsite	Included	Included				
SIT.3	(5,000)	(5,000)				
TOTALS	**111,800**	**96,970**	**0**	**0**	**0**	**0**

Recommendation:	Amount
Vista Steel	96,970

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Building Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Barcelo Construction	Santa Clarita Concrete				
Base Bid	386,879	395,600				
Spec #: 03 1000 - Concrete Forming Accessories	Included	Included				
Spec #: 03 2000 - Concrete Reinforcing	Included	Included				
Spec #: 03 3000 - Cast-in-Place Concrete	Included	Included				
Bond Rate (if required)		Bond @ 1%				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	90 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	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 Faming Details - S-401	Included	Included				
Spread Footings per Schedule on Foundation Pages S-401,402,403 (WF-1, WF-2 & F3)	Included	Included				
24" x 18" Conc Footing at Stairs per 1/S-700B	Included	Included				
Tie Rod Brace detail and concrete blockout at Baseplates - 3/S-700B	Included	Included				
1'-6" thk Mat slab at Elevator Pit per 12/S-700A	Included	Included				
Elevator Pit wall 10" thk per 12/S-700B	Included	Included				
Site Control Plan C-201						
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401, are part of the building construction	30,000	Included				
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	30,000	26,600				
Install Guiderail baseplates per 16/S-700B	Included	Included				
Lt Wt Concrete Fill at Balconies & Classrooms on 2nd Floor per Note 7A & 7B/S212 - 1-1/2" ltwt concrete topping	Included	Included				

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Building Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Barcelo Construction	Santa Clarita Concrete				
SCC: Deck to be poured prior to construction of walls, otherwise add for another pump system & hoseman to place concrete	Included	6,500				
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S-700B	Included	Included				
Balco Stair Strips per keynote 05.03 sheet A-420 & detail 11/A-560	2,500	2,500				
2" contrasting strip, abrasive strip	Included	Included				
6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	Included	Included				
Depressed slabs at restrooms for ceramic tile work, not shown properly	Included	Included				
Trench Drain concrete basin per 4/S-400A	w/ Site Utilities	w/ Site Utilities				
Other items:	Included	Included				
All Reinforcing Steel for your work	w/ Rebar	w/ Rebar				
Dewatering as Required	Included	Included				
Setting Anchor Bolt Templates	Included	Included				
Safety walk and progressive cleanup	4,640	4,640				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Drypacking baseplates	1,000	Included				
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included				
Clean up to debris bins	5,100	5,100				
Wash Out Bins	2,500	2,500				
Depressed floors at 1st floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000				
Spoils removal	approx 325cy	approx 325cy				
SIT.3	(8,700)	(8,709)				
SIT.3	(30,000)	(26,600)				
TOTALS	**428,919**	**413,131**	**0**	**0**	**0**	**0**

Recommendation:	Amount
Santa Clarita Concrete	**413,131**

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Structural Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS		
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 RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	14 Days	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Structural Steel	165,450	234,955	304,688			
New Classroom Building	Included	Included	Included			
HSS Steel Columns, C1, C2, C3, C4 & C5 on First & Second Levels -5" round, 5x5 7x5, 10x8, & 7x7	Included	Included	Included			
HSS Beams at 1st & 2nd floors per floor plans	Included	Included	Included			
HSS Beams at Elevator - 3 each HSS 12x4 tubes per sketch in RFI #3	Included	Included	Included			
Include added 3rd steel column	7,500	7,500	7,500			
HSS Columns & beams at wall elevation S-600E & 19&20/S-600F	Included	Included	Included			
HSS columns in stud walls to have welded studs - 13/S-700	Included	Included	Included			
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included	Included			
"W" Steel Beams at Elevator - 1/S-700A & 17/S-700A	Included	Included	Included			
Beam to Beam Connection Schedule & details 1/S-700A	Included	Included	Included			
Double angle braces & gusset plate at HSS column at roof transitions 17/S-600D	Included	Included	Included			
1/2" thk x 5" w plate at roof transitions 17/S-600D & 20/S-600E	Included	Included	Included			
Safety Cable Railing as Required - Install, maintain, removal & return to steel sub	3,250	3,250	3,250			
FOB Anchor Bolts/ Templates for Own Work	Included	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included	Included			
Safety walk and progressive cleanup	3,093	3,093	3,093			
Hoisting for All Work	Included	Included	Included			
Steel Stairs	122,090	Included	Included			
Galvanized	Included	Included	Included			

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Structural Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS		
Stairs 1 & 2 at New Classroom Bldg - S-211,212 & S-700B	Included	Included	Included			
Steel Stairs (Pan Filled Concrete) - A-420	Included	Included	Included			
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included	Included			
Conc Nosing at Stairs - included w/ the stairs?	1,250	Included	Included			
Stair Railings and Stair Guardrails	Included	Included	Included			
1-1/2" Handrail Both Sides	Included	Included	Included			
Guardrail at Midlandings	Included	Included	Included			
Guardrail at Top of Stairs	Included	Included	Included			
Stair 1 - 12/S700B	Included	Included	Included			
Stair 2 - 11/S700B	Included	Included	Included			
Railings & Guardrails	Included	132,560	100,000			
2nd Floor New Classroom Bldg - S-212 & 8/S-6001/S-600D	Included	Included	Included			
Deck guardrail detail - HSS2-1/2x2-1/2x3/16 at 4'oc	Included	Included	Included			
Arch drawing sheet A-112, note 5.33, see 15/A-560	Included	Included	Included			
Steel posts & plate top rails, w/ baseplates 8/S-600	Included	Included	Included			
Railing to have a Prefab panel per 10/A-560	Orsogril	Included	Included			
Prefab Panel Elevation detail - 7/A-560	Included	Included	Included			
Railing inserts per detail 2,3/A-560 - shows 2x1 rect mesh 11 ga galv panel	Included	Included	Included			
Railing inserts per Spec is diamond mesh	Excluded	Excluded	Excluded			
Misc. Metal	Included	Included	Included			
Steel plate continuous across hoistway ground fl - 5/A-561	2,500	Included	2,500			
Steel plate continuous across hoistway 2nd fl- 7/A-561	2,500	Included	2,500			
Pit ladder 13/A-561, notes states by Elev Mfr, but needs to be w Steel	Included	3,000	Included			
HSS at Canopy connections - 19,20/S-600F	Included	Included	Included			
Elevator Sill Angle & Threshold	Included	Included	Included			
Roof Access Ladders in Electrical rm 206 - A-112, 10/A-500	Included	Included	Included			
Steel ladder mounted to wall mtg all OSHA requirements	Included	Included	Included			
Site	Included	Included	Included			
Steel Bollards at New Electrical Transformer, FOB jobsite, 1/E-102	500	4,000	4,000			
Steel Bollards at New DDCV Assembly, FOB jobsite, C-401 (not shown, include 8 each)	500	4,000	4,000			

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Structural Steel	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS		
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

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Rough Carpentry	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	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 RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	30 days		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Rough Framing						
Wall Types Sheet - A-620	Included	Included	Included	Included		
Plywood Shear Wall Schedule - S-600	Included	Included	Included	Included		
Plywood Sheathing as Shown on Wall Types	Included	Included	Included	Included		
Prefabricated plywood web joists "I" Joists per spec section	Included	Included	Included	Included		
Open Web Trusses, I-Joists, LVL per Schedule 4/S-600F	Included	Included	Included	Included		
MFR - TrusJoist, Red Built or equal	Included	Included	Included	Included		
Glu-Laminated Beams & Struc Eng. Beams per spec section	Included	Included	Included	Included		
Simpson HDW as Scheduled	Included	Included	Included	Included		
Supply Anchor/Sill Bolts for Wood Framing per Wall Faming 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

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Rough Carpentry	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Abdellatif Enterprises**	**Core Contracting**	**JF Construction**	**WS Klem**		
Exterior Plywood at Underside of Roof Overhang per 9/A-501	Included	Included	Included	Included		
Install Pipe Columns per details 2,5,6/S-600D - coordinate w/ Steel sub	Included	Included	Included	Included		
Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included		
Roof Crickets per A-131 - should be w/ roofing, use tapered insul	Excluded	Excluded	Excluded	Excluded		
Safety walk and progressive cleanup	9,280	9,280	9,280	9,280		
Framing for all recessed items FEC's, etc.	Included	Included	Included	Included		
Blocking & backing for ceilings & duct supports, unknown locations	6,400	6,400	6,400	6,400		
Blocking & backing for roof ladders	600	600	600	600		
Depressed floors at 2nd floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000	5,000	5,000		
Framing for doors heads & jambs at elevator smoke containment door assembly	4,000	4,000	4,000	4,000		
Fire Treated Lumber	Included	Included	Included	Included		
Storage of Lumber and Delivery to Site	Included	Included	Included	Included		
Hoisting for your work	Included	Included	Included	Included		
All Required Caulking and Sealants for your work	Included	Included	Included	Included		
Scaffolding for Own Work	Included	Included	Included	Included		
Clean-up into your dumpsters	17,000	17,000	17,000	17,000		
Temporary Stairs & ramps	3,000	3,000	3,000	3,000		
Small tools & equipment	3,500	3,500	3,500	3,500		
Security guard	40,200	40,200	40,200	40,200		
Site Security/Alarm/Carmera systems	15,477	15,477	15,477	15,477		
ARC.1	9,500	9,500	9,417	9,500		
ARC.13	(4,000)	(4,000)	(4,000)	(4,000)		
ARC.17	(30,000)	(30,000)	(30,521)	(30,000)		
Budget for Lumber Cost Increase	65,000	50,000	50,000	50,000		
TOTALS	**1,404,708**	**1,142,745**	**1,067,965**	**1,301,708**	**0**	**0**
Recommendation:	**Amount**					
JF Construction	**1,067,965**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Cabinets / Millwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Bristol Omega	ICI Millwork	K & Z Cabinet	Dennis Reeves Inc.	Stolo Cab.	
Base Bid	47,900	36,107	42,290	34,161	35,270	
Spec #: 06 4000 - Architectural Woodwork	Included	Included	Included	Included	Included	
Spec #: 12 3553 -Manufactured Plastic-Laminate-Faced Casework	Included	Included	Included	Included	Included	
Bond Rate (if required)				Bond at 2.5%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 days	90 days	60 days	60 days	45 days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Millwork	Included	Included	Included	Included	Included	
Lower Cabinets with Hardware	Included	Included	Included	Included	Included	
Upper Cabinets with Hardware & Locks on all doors per RFI #	Included	Included	Included	Included	Included	
Plastic Laminate Finish	Included	Included	Included	Included	Included	
Plastic Laminate Countertops	Included	Included	Included	Included	Included	
Plastic Laminate Backsplash	Included	Included	Included	Included	Included	
Enlarged Floor Plans - A-410	Included	Included	Included	Included	Included	
Casework details per A-570	Included	Included	Included	Included	Included	
Include the back panel fastening per 2/A-570	Included	Included	Included	Included	Included	
Include the Cont 2-1/2"x2-1/2" x 16 ga bent sheet metal angle anchorage - 6/A-570	Included	Included	Included	Included	Included	
Typical Classroom per 1/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 101, 102, 103, 104	Included	Included	Included	Included	Included	
Rms - 201, 202, 203, 204, 207	Included	Included	Included	Included	Included	
Typical Science Classroom per 2/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 107, 109	Included	Included	Included	Included	Included	
Performing Arts Lab per 3/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 208	Included	Included	Included	Included	Included	
Locker Room Benches	Included	w/ Lockers	w/ Lockers	w/ Lockers	w/ Lockers	
FRP Panels	Excluded	Excluded	Excluded	Excluded	Excluded	
TOTALS	**47,900**	**36,107**	**42,290**	**34,161**	**35,270**	
Recommendation:	**Amount**					
Dennis Reeves Inc.	**34,161**					

Bid Evaluation Report

BERNARDS BUILDERS · MANAGEMENT SERVICES

Waterproofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Systems WP	Proulx	Santa Barbara Surfacing	Letner	Patriot Contracting	Paul Wolff
Base Bid	See below	See below	See below	See below	83,560	Incomplete
Spec #: 07 1326 - Self Adhering Sheet Waterproofing	Included	Included	Included	Included	Included	Included
Spec #: 07 8400 - Fire Stop and Smoke Seals	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Included	Included	Bond @ 1.8%	Bond @ 1.5%	Bond @ 1%	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	90 days	90 days	60 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Waterproofing						
Waterproofing at elevator pit 12/A-561	4,100	2,300	8,300	3,510	Included	No Bid
Sheet Waterproofing behind Pit walls	Included	Included	Included	Bituthene 4000	Included	----------
1" drainage board & sheet waterproofing at walls	Included	Included	Included	Included 230 sf	Included	----------
Waterproofing under elev pit SOG (no specs) use bentonite, Grace PrePrufe300R or equal	Included	Included	Included	Included	Included	----------
Elastomeric waterproofing on top of pit slab (no spec) - use crystalline product	1,500	2,500	5,400	2,500	Included	----------
Waterproofing at elevator pit penetrations 8/A-561	Included	Included	Included	Included	Included	----------
Waterproofing of foundation wall at planter areas against the bldg C-300	14,030	18,240	Included	15,000	Included	----------
Waterproofing inside exterior Planters - total of 4 planters 6/S-401	Included	Included 1,920 sf	Included	Included	Included	----------
Waterproofing under topping slabs at 2nd floor decks - 6&7/A-510	18,000	20,000	22,600	20,000	Included	----------
Use 07 1326, self adhering waterproofing OR	Included	Included	Included	Included	Included	----------
Use 60-90mil liquid applied waterproofing w/ 1/8" asphalitc 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	20,560	22,330	27,050	29,860	Included	No Bid
Per Pre-Bid RFI#4	Included	Included	Included	Included	Included	----------
Installed over 2nd floor extertior 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

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Waterproofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Systems WP**	**Proulx**	**Santa Barbara Surfacing**	**Letner**	**Patriot Contracting**	**Paul Wolff**
Product to be Gaco Western, GW-15-U62	Excluded	Excluded	Excluded	Included 2,520 sf	Included	----------
Interior Concrete Sealed Floors	2,680	2,680	3,850	2,680	2,680	1,750
Interior concrete floors shown on Finish Sch A-612 marked F1	Included	Included	Included	Included	Included	Included 676 sf
No Spec Provided OR see 03300,2.1,G	Included	Included	Included	Included	Included	Auqaseal W-20
Caulking & Sealants	9,816	9,816	9,816	9,816	9,816	No Bid
Per Schedule in Specs	Included	Included	Included	Included	Included	----------
Windows, Doors, Walls, As Shown	Included	Included	Included	Included	Included	----------
SIT.3	(10,530)	(10,500)	(10,500)	(10,500)	(10,500)	
TOTALS	**63,636**	**70,846**	**69,996**	**76,346**	**89,036**	**0**
Recommendation:	**Amount**					
Systems WP	**63,636**					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Insulation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	Roberts Firestop	
Base Bid	26,800	36,892	30,527	26,895	See below	
Spec #: 07 2100 - Thermal Insulation	Included	Included	Included	Included	N/A	
Spec #: 07 8400 - Fire Stop and Smoke Seals	No Bid	No Bid	No Bid	No Bid	Included	
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	Included	30 days	60 days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Thermal and Blanket Insulation	Included	Included	Included	Included	No Bid	
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included	Included	----------	
R19 & 8" Batts at Int & Ext Walls	Included	Included	Included	Included	----------	
R30 at Roof (Not shown)	See below	See below	See below	See below	----------	
Walls to Receive Insulation per Wall Types A-620	Included	Included	Included	Included	----------	
Wall type A - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type B - double stud walls min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type C - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type D - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type E1 - min 3-1/2" foil-faced glass fiber batts	????	Included	Included	Included	----------	
Wall type F - Batt insulation	Included	Included	Included	Included	----------	
Wall type G - Batt insulation	Included	Included	Included	Included	----------	
Wall type H - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type I - min 3" sound insulation	Included	Included	Included	Included	----------	
Wall type K - double stud walls Int. Acoustic wall - fiberglass batt insulation	Included	Included	Included	Included	----------	
Wall type N - none shown	----------	----------	----------	----------	----------	
Wall type O - batt insulation	Included	Included	Included	Included	----------	
Rigid Insulation at PVC roofing	w/ Roofing	Included	Included	Included	----------	
Rigid Insulation at Standing Seam roofing	Excluded	Included	Included	Included	----------	
R-30 insulation at underside of standing seam roofing	7,500	Included	Included	4,965	----------	
Fire Stops and Smoke Seals	17,324	17,324	17,324	17,324	17,324	
Mineral fiber insulation fire safing, damming material, clips and closures	Included	Included	Included	Included	Included	
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included	
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included	

Bid Evaluation Report

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BUILDERS - MANAGEMENT SERVICES

Insulation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**DJ Insulation**	**Viking Insulation**	**Alcal**	**TruTeam/Masco**	**Roberts Firestop**	
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included	
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included	Included	
TOTALS	**51,624**	**54,216**	**47,851**	**49,184**	**0**	**0**
Recommendation:	**Amount**					
Alcal	**47,851**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
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
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Sheet Metal	56,198	Included	No Bid	8,600	Included	Included
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	----------	40,000	Included	40,000
Roof Plan A-131	Included	Included	----------	Included	Included	Included
Flexible Flashing and Underlayment	Included	Included	----------	Included	Included	Included
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200,2.02.K	Included	Included	----------	Included	Included	Included
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	----------	Included	Included	Included
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	----------	Included	Included	Included
Roof Details Sheet A-500:	Included	Included	----------	Included	Included	Included
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included	Included	----------	Included	Included	Included
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included	Included	----------	Included	Included	Included
Roof penetration at Ducts flashing - 5/A-500	Included	Included	----------	Included	Included	Included
Flash at Pipes penetrations - 6/A-500	Included	Included	----------	Included	Included	Included
Flash at Exhaust duct - 9/A-500	Included	Included	----------	Included	Included	Included
Flash at roof access hatch - 10/A-500	Included	Included	----------	Included	Included	Included
Flash at fascias - 5/A-501	Included	Included	----------	Included	Included	Included
Flash at upper roof exterior soffits - 6/A-501	Included	Excluded	----------	Included	Included	Included
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included	Excluded	----------	Included	Included	Included
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included	Included	----------	Included	Included	Included
Door & Window Sill/Head Flashings - 1,2/A-5120	Included	Included	----------	Included	Included	Included
Door head flashing - 10-12/A-520	Included	Included	----------	Included	Included	Included
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included	Included	----------	Included	Included	Included
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included	Included	----------	Included	Included	Included
Roof to plaster conditions	Included	Included	----------	6,400	Included	9,010
Gutters & Downspouts - None Shown	Included	Included	----------	Included	Included	Included

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**R&J SM**	**Letner**	**Commercial Roofing**	**Merit Metal Products**	**Patriot Contracting**	**Valencia Sheet Metal**
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000	10,000	----------	10,000	10,000	10,000
Connects to storm drains sytems, not shown	Included	Included	----------	Included	Included	Included
Roof Drains are internal pipes by plumber	Included	Included	----------	Included	Included	Included
Mechanical Equipment pad covers - None Shown	N/A	N/A	----------	N/A	N/A	N/A
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A	N/A	----------	N/A	N/A	N/A
Roof Hatch	7,122	Included	No Bid	Included	Included	Included
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 10&12/A-500, 30"x42" min size	Included	Included	----------	Included	Included	Included
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included	Included	----------	Included	Included	Included
Prefab Curb by MFR	Included	Included	----------	Included	Included	Included
Installed in Electrical Room 206	Included	Included	----------	Included	Included	Included
Metal Roofing	159,537	Included	202,181	84,000	Included	Included
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included	Included	Included	Included	Included	Included
Typical Standing Mtl roof detail 10/A-5010	Included	Included	Included	Included	Included	Included
MFR AEP Span, SpanLok	Included	Included	Included	Alt Prod:Metal Sales	Included	Alt Prod:Metal Sales
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included	Incl 24ga	Included	Included	Included	Included
30#lb felt underlayment over roof plywood(by others)	Included	Included	Included	Included	Included	Included
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included	Included	Included	Included	Included	Included
Flash standing seam at Fascia - 5/A-501	Included	Included	Included	Included	Included	Included
Flash Fascia 2 at standing seam 9/A-501	Included	Included	Included	Included	Included	Included
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included	Not shown	Included	Not shown	Not shown	Not shown
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included	Included	Included	Included	Included	Included
Waste Disposal	3,400	3,400	3,400	3,400	3,400	3,400
Provide Alternate Add if not in base bid	----------	14,000	Included	8,500	15,000	9,000
Wall Louvers						
As listed /shown on Mechanical	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC
	Metal Roof	Metal Roof	Metal Roof Only	Alt Metal Roof	Metal Roof	Alt Metal Roof
	SM	SM	No SM	SM	SM	SM
TOTALS	**236,257**	**195,350**	**205,581**	**160,900**	**217,570**	**175,290**
Recommendation:	**Amount**					
Merit Metal Products	**160,900**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Craig Roofing**	**Chapman Coast**				
Base Bid	See below	0				
Spec #: 07 4000 - Metal Roof Panels	Included	SM only				
	Included	w/roofing bid				
Bond Rate (if required)	Bond @ 2.5%					
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included					
Acknowledgment of RFI's 1-75 dated 6.5.17	Included					
Bid Good for 60 Days	30 Days					
Prevailing Wage	Included					
Prequalified per Oxnard School District Standards	N/A					
Attachment C Acknowledgement	N/A					
Sheet Metal	38,108	9,550				
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included					
Roof Plan A-131	Included					
Flexible Flashing and Underlayment	Included					
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200,2.02.K	Included					
MFR - WR Grace, Jiffy-Seal or equal	Included					
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included					
Roof Details Sheet A-500:	Included					
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included					
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included					
Roof penetration at Ducts flashing - 5/A-500	Included					
Flash at Pipes penetrations - 6/A-500	Included					
Flash at Exhaust duct - 9/A-500	Included					
Flash at roof access hatch - 10/A-500	Included					
Flash at fascias - 5/A-501	Included					
Flash at upper roof exterior soffits - 6/A-501	Included					
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included					
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included					
Door & Window Sill/Head Flashings - 1,2/A-5120	Included					
Door head flashing - 10-12/A-520	Included					
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included					
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included					
Roof to plaster conditions	9,000					
Gutters & Downspouts - None Shown	Included					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Craig Roofing**	**Chapman Coast**				
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000					
Connects to storm drains sytems, not shown	Included					
Roof Drains are internal pipes by plumber	Included					
Mechanical Equipment pad covers - None Shown	N/A					
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A					
Roof Hatch	Included					
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 10&12/A-500, 30"x42" min size	Included					
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included					
Prefab Curb by MFR	Included					
Installed in Electrical Room 206	Included					
Metal Roofing	218,820					
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included					
Typical Standing Mtl roof detail 10/A-5010	Included					
MFR AEP Span, SpanLok	Included					
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included					
30#lb felt underlayment over roof plywood(by others)	Included					
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included					
Flash standing seam at Fascia - 5/A-501	Included					
Flash Fascia 2 at standing seam 9/A-501	Included					
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included					
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included					
Waste Disposal						
Provide Alternate Add if not in base bid	---					
Wall Louvers	0					
As listed /shown on Mechanical	w/ HVAC					
	Metal Roof	No Metal Roof				
	SM	SM Only				
TOTALS	**275,928**	**0**	**0**	**0**	**0**	**0**
Recommendation:	**Amount**					
Merit Metal Products	**160,900**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Roofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Best Contracting**	**Chapman Coast**	**Commercial Roofing**	**Craig Roofing**	**Letner Roofing**	**WSP Roofing**
Base Bid	124,725	153,939	145,717	199,708	211,750	129,179
Spec #: 07 5416 - Polyvinyl Chloride (PVC) Roofing (Mechanically Attached)	Included	Included	Included	Included	Included	Included
Bond Rate (if required)		Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Bond @ 1%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 days	60 Days	60 Days	45 days	60 Days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Polyvinyl-Chloride (PVC) Roofing	Included	Included	Included	Included	Included	Included
Roof Plan A-131, Keynote 07.01 Single-Ply Roof Assembly see 1/A-500	Included	Included	Included	Included	Included	Included
MFR - Sika Sarnafil, Johns Manville, Carlisle or Equal	Sarnafil	Carlisle	Sarnafil	Included	Included	Included
BOD Sarnafil S327 FB, thermoplastic membrane w/ poly reinforcement & feltback membrane	Included	Included	Included	Included	Included	Included
Single Ply Roofing System 60 mil without fleece backing, color to be White	Included 7,000 sf	Included 6,600sf	Included	Included	Included 7,000sf	Included 7,000sf
Fully Adhered	Included	Included	Included	Included	Included	Included
Mechanically Fastened	Included	Included	Included	Included	Included	Included
R-30 Rigid isocyanurate foam Insulation w/ black mat facers	Included	Included	Included	Included	Included	Included
Tapered crickets w/ insulation	Included	Included	Included	Included	Included	Included
1/2" DensDeck Coverboard at Roof	Included	Included	Included	Included	Included	Included
Include all attachment components & flashing materials	Included	Included	Included	Included	Included	Included
Include misc flashing at pipes, corners coverstrips, termination bars	Included	Included	Included	Included	Included	Included
Include all sealants	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640
Walk Pads - Per Roofing Plans	Included	Included	Included	Included	Included	Included
Polyester reinforced, 0.096 inch weldable membrane w/ surface embossment per spec 2.07.A	Included	Included	Included	Included	Included	Included
Parapet walls to be plaster	Included	Included	Included	Included	Included	Included
Waste disposal	4,250	4,250	4,250	4,250	4,250	4,250
Warranty to be 10-yr NDL Material & Labor warranty	Included	Included	Included	Included	Included	Included
ARC.9	(4,800)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)
ARC.17	(10,280)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
TOTALS	**118,535**	**148,329**	**140,107**	**194,098**	**206,140**	**123,569**
Recommendation:	**Amount**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Roofing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing
Best Contracting	118,535					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Doors, Frames & Hardware	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	
Base Bid	99,420	113,689	132,696	102,265	115,060	
Spec #: 08 1113 - Hollow Metal Doors and Frames	Included	Included	Included	Included	Included	
Spec #: 08 1416 - Flush Wood Doors	Included	Included	Included	Included	Included	
Spec #: 08 3116 - Access Panels & Frames	Included	Included	Included	Included	Included	
Spec #: 08 3613 - Sectional Doors	Included	Included	Included	Included	Included	
Spec #: 08 7100 - Door Hardware	Included	Included	Included	Included	Included	
Bond Rate (if required)	Bond @1.5%	Bond @1.5%	Bond @2.5%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	60 Days	30 days	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Hollow Metal Doors and Frames	Included	Included	Included	Included	Included	
MFR per Specs	Included	Included	Included	Included	Included	
Frame Details - A-520	Included	Included	Included	Included	Included	
New Classroom Building - 1st & 2nd fl	Included	Included	Included	Included	Included	
HM Frames ()	Included	Included	Included	Included	Included	
Type A	Included	Included	Included	Included	Included	
Type B	Included	Included	Included	Included	Included	
Type C	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	
Type D, Marker Board Sliding Door Schedule	Included	Included	Included	Included	Included	
Type E - w/ Louver	Included	Included	Included	Included	Included	
HM Doors (30)	Included	Included	Included	Included	Included	
Wood Doors (3)	Included	Included	Included	Included	Included	
Install HM Doors	Included	Included	Included	Included	Included	
Install HM Frames	Included	8,500	8,500	8,500	6,350	
Install Wood Doors	Included	Included	Included	Included	Included	
Glass for Vision Lites & Windows	3,375	3,750	3,750	3,750	3,375	
Door Hardware	Included	Included	Included	Included	Included	
Hardware per Schedule in Specs	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320	
Door Thresholds	Included	Included	Included	Included	Included	
Misc. Door Hardware - Site Gates	Included	Included	Included	Included	Included	
Storefront Doors - None Shown	Included	Included	Included	Included	Included	
Panic Hardware at Gates - per Accessibility Site Plan - G-004	Included	Included	Included	Included	Included	
Hardware at existing Gates per Gate Schedule, G-004	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Doors, Frames & Hardware	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	
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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Glass & Glazing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Santa Barbara Glass**	**Center Glass**	**Coast to Coast**			
Base Bid	79,908	86,300				
Spec #: 08 5113 - Aluminum Windows	Included	Included				
Spec #: 08 7100 - Door Hardware	N/A	N/A				
Spec #: 08 8000 - Glazing	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	Included	30 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Aluminum Windows	Included	Included				
Double and Single Hung Windows	Included	Included				
Acceptable Manufacturers for Aluminum Windows	Included	Included				
Efco Series 684 & 694	Included	Series 2700				
Traco TR-9000	Included	Excluded				
Graham Series 3000/3100	Included	Excluded				
Peerless Model 4340 & 4140	Included	Excluded				
New Classroom Bldg - A-111, A-112	Included	Included				
Type A - 5' x 2'-1"	Included	Included				
Type B - 3' x 6'	Included	Included				
Type C - 5' x 6'	Included	Included				
Type D - 5' x 6'	Included	Included				
Type E - 3' x 8'	Included	Included				
Type F - 5' x 8'	Included	Included				
Type G - 5' x 6'	Included	Included				
Type H - 5' x 6'	Included	Included				
Type I - 3' x 6'	Included	Included				
Sealing and Caulking for All Window/Door Systems per Arch Details	3,775	3,775				
Glazing	Included	Included				
Glass for Vision Lites & Windows	3,750	Included				
Include SG - Safety Glazing as indicated on Window Schedule A-610, per spec 08800	Included	Included				
Include OB - Obscured Glazing as indicated on Window Schedule A-610, per spec 08800	Included	Included				
Other						
Field Testing for Water Penetration AAMA E1105, assume 6 ea	4,500	4,500				
Mock-Up	1,250	1,250				
ARC.1	24,998	25,000				
ARC.22	(4,094)	(4,000)				
TOTALS	**114,087**	**116,825**	**0**	**0**	**0**	**0**

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Glass & Glazing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Santa Barbara Glass	Center Glass	Coast to Coast			
Recommendation:	Amount					
Santa Barbara Glass	114,087					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
Base Bid	See Below	See Below	See Below	Drywall Only	Plaster Only	Dywall Only
Spec #: 07 8400 - Fire Stop and Smoke Seals	Included	Included	Included	N/A	N/A	N/A
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	N/A	N/A	N/A
Spec #: 09 2200 - Cement Plastering	Included	Included	Included	N/A	Included	N/A
Spec #: 09 2900 - Gypsum Board	Included	Included	Included	Included	N/A	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	N/A	N/A	N/A
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Dyas	30 Dyas	90 Dyas	30 Dyas	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	436,210	428,681	289,224	334,700	334,700	334,700
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	Included		Included	
Keynote 09.11-Portland Cement Plaster and Metal Lath, per wall types	Included	Included	Included		Included	
Texture - Dash Bond Coat 09 2200,3.06.G	Included	Included	Included		Included	
Exterior Plaster Ceilings and Soffits per typ det 11/A-501	Included	Included	Included		Included	
Exterior Plaster at parapets 2/A-500	Included	Included	Included		Included	
Interior Plaster per specs, Include if any shown on drawings	Included	Included	Included		Included	
Foam Trim Pieces at Windows if shown to be foam	Included	Included	Included		Included	
Water resistant backing behind metal lath - 09 2200,2.01.E	Included	Included	Included		Included	
Paper Grade D, 60-min rating on wood studs without sheathing, and on plywood sheathing	Included	Included	Included		Included	
Paper Grade B, 16-hour rating on gypsum sheathing	Included	Included	Included		Included	
MFR - Fortifiber, Super Jumbo Tex,USG, Inryco or Western Metal Lath	Included	Included	Included		Included	
2-Layers Grade D Kraft Paper	Included	Included	Included		Included	
3-Coat System	Included	Included	Included		Included	
Glass Fiber Reinforcement	Included	Included	Included		Included	
Lath & Paper	Included	Included	Included		Included	
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included		Included	
Stronghold earthquake staples for metal lath at plaster ceilings & soffits 11/A-501, 16/A-502	Included	Included	Included		Included	
Expansion/Control Joints 9/A-510	Included	Included	Included		Included	
Plaster Trim	Included	Included	Included		Included	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
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 theupper window (aff. +17'-6") to line-up with window sill. Reference details 5 & 9/A-510 (RFI #14)	Included	Included	Included		Included	
All roof parapet walls (interior) and mechanical well walls to have plaster finish, typical. Ref. detail 2/A-500. (RFI #15)	Included	Included	Included		Included	
Safety walk and progressive cleanup	11,600	11,600	11,600		11,600	
Patching, Taping, Floating as Required	Included	Included	Included		Included	
All Required Caulking and Sealants at Penetrations	Included	Included	Included		Included	
Scaffolding for Own Work	90 Days	107,323	Included		Included	
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall	203,565	233,312	196,876	278,790	233,555	233,555
Drywall per Wall Types Sheet - A-620	Included	Included	Included	Included		Included
This wall job is drywall over wood, no metal studs	Included	Included	Included	Included		Included
Wall type A - 1 layer ea side	Included	Included	Included	Included		Included
Wall type B - double stud walls 1 layer ea side	Included	Included	Included	Included		Included
Wall type C - shear wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type D - 1-hr wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type E1 - 1-hr wall 1 layer ea side	Included	Included	Included	Included		Included
Wall type F - 1 layer ea side	Included	Included	Included	Included		Included
Wall type G - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Wall type H - 2 layers ea side	Included	Included	Included	Included		Included
Wall type I - 2 layers ea side (over plywood ea side by others)	Included	Included	Included	Included		Included
Wall type K - acoustic wall double wood wall, 1 layer ea side, not on int side of double wall	Included	Included	Included	Included		Included
Wall type N - int furred wall, 1 layer on one side	Included	Included	Included	Included		Included

Bid Evaluation Report

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Plaster & Drywall	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
Wall type O - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Drywall Ceilings per Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included		Included
See sections on sheets A-321-322 for ceiling info	Included	Included	Included	Included		Included
This ceiling job is drywall over wood, there a few areas there is metal framed ceilings?	Included	Included	Included	Included		Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included		Included
Impact resistant gypsum board below 10'-0" per Note 2 on Finish Legend A-612	5,000	5,000	Included	5,000		5,000
5/8" Drywall Horizontal & Vertical surfaces	Included	Included	Included	Included		Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included		Included
Level 1-5 Finish at Locations per Specifications Based on Paint or Wall Finish spec 09 2900,3.04.A	Level 4&2	Level 4	Level 4	Included		Included
Metal trims, joint treatments & finishing of walls ready for paint	Included	Included	Included	Included		Included
Texture & skim coats where indicated	Included	Included	Included	Included		Included
Clean-up	Included	Included	Included	Included		Included
Fire Resistant Sealants at Head and Base of Walls	Included	Included	Included	Included		Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included		Included
Installation of HM Door Frames Supplied by Others	w/ DFH	w/ DFH	w/ DFH	w/ DFH	w/ DFH	w/ DFH
Supply and Install of Access Panels 12x12	3,000	3,000	3,000	3,000	3,000	3,000
Installation of FEC Supplied by Others	1,350	1,350	1,350	1,350	1,350	1,350
Install drywall at elevator door frames after they are installed (by others)	1,500	1,500	1,500	1,500	1,500	1,500
Install ceiling at elevator room, not shown	1,000	1,000	1,000	1,000	1,000	1,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Scrapping and Disposal	6,375	6,375	6,375	6,375	6,375	6,375
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,800	10,800	10,800
Fire Stops and Smoke Seals	7,551	7,551	7,551	7,551	7,551	7,551
Mineral fiber insulation fire safing, damming material, clips and closures	Included	Included	Included	Included	Included	Included
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included	Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included	Included
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included	Included
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included	Included	Included
ARC.1	9,250	9,250	9,025	9,250	9,250	9,250
ARC.17	(10,000)	(10,000)	(10,300)	(10,000)	(10,000)	(10,000)

Bid Evaluation Report

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Plaster & Drywall	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
					Date Printed	7/27/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering	Pacific Interiors
ARC.20	(70,000)	(62,682)	(70,000)	(70,000)	(70,000)	(70,000)
ARC.20	5,000	5,000	4,945	5,000	5,000	5,000
TOTALS	**697,601**	**827,146**	**538,346**	**659,716**	**621,081**	**653,005**
Recommendation:	**Amount**					
Church and Larsen	**538,346**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Tile	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**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 RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	90 Days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Tile	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included			
F3-Non-slip Ceramic Tile	Included	Included	Included			
B2-Coved Ceramic Tile Base	Included	Included	Included			
W1-Ceramic Tile Walls	Included	Included	Included			
MFR - Dal-Tile	Included	Included	Included			
DalTile Keystones 1"x1" Mosaic - Floors	Included	Included	Included			
DalTile Semi Gloss 6"x6" - Walls	Included	Included	Included			
Marble Thresholds	1,500	1,500	1,500			
Setting beds - Mortar and thinset	Included	Included	Included			
Grout - Standard, Polymer modified, or Epoxy Grout - not spelled out in spec	Std grout	Std grout	Std grout			
Add for epoxy grout	Not provided	Not provided	Add: $7,650			
Grout Sealer	4,085	Included	Included			
Waterproofing Membrane at depression - 2&3/A-510	Included	Included	Included			
Waterproofing type, 6 are listed in specs, 093013.9.2.1-2.6, which one do you have in your bid?	RedGuard	Included	RedGuard			
Wall Tile on 5/8" Cementitious Backer Board (by others) - 2&3/A-510	By Others	By Others	By Others			
Install per CTI Method W244, thinset method	Included	Included	Included			
Floor Tile on depressed concrete slab(by others) - 2&3/A-510	By Others	By Others	By Others			
Install per CTI Method F114, mudset/mortarset method	Included	Included	Included			
Locations:	Included	Included	Included			
Boys Toilet rm 110, 210	Included	Included	Included			
Boys Changing rm 111	Included	Included	Included			
Girls Toilet rms 113, 212	Included	Included	Included			
Girls Changing rm 114	Included	Included	Included			
Staff Toilet rms 112, 211	Included	Included	Included			

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Tile	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Stonerock Tile**	**J. Colavin & Son**	**Silverado Tile**			
Interior Elevations A-224	Included	Included	Included			
8' Ht Tile Wainscot (RFI #24)	Included	Included	Included			
Safety walk and progressive cleanup	2,320	2,320	2,320			
Include Tile Behind Lockers, Provide Alternate Deduct to Remove	Included	Included	Included			
ARC.7	(21,500)	(21,500)	(21,670)			
ARC.16	(6,000)	(6,000)	(6,240)			
ARC.18	(16,000)	(16,000)	(16,290)			
TOTALS	**63,730**	**70,530**	**51,120**	**0**	**0**	**0**
Recommendation:	**Amount**					
Silverado Tile	**51,120**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney	Prime Acoustics	Hamilton Ceiling Systems
Base Bid	41,500	53,030	42,490	35,775	36,000	43,700
Spec #: 09 5123 - Acoustical Tile Ceilings	Included	Included	Included	Included	Included	Included
Spec #: 09 8434 - Acoustical Wall Panels (from RFI #7)					Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings	Included	Included	Included	Included	Included	Included
Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included	Included	Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included	Included	Included
MFR - Armstrong, CerainTeed or USG	USG	Included	Included	USG	CerainTeed	CerainTeed
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	DXL 26	Included	Included	Included	Included	Included
ACT Details per A-540	Included	Included	Included	Included	Included	Included
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included	Included	Included	Included	Included
Include Compression struts per 2/A-540	Included	Included	Included	Included	Included	Included
Read and abide by all Notes on sheet	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320	2,320
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600	600	600	Included	Included
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included	Included	Included	Included	Included
Acoustical Wall Panels	34,660	34,660	34,660	34,660	24,400	34,660
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434					Included	
AWP Type 1, Keynote 10.54					Included	
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight					Included	
Tackable Wall Panels					10,000	
Finish Schedule A-612:					Included	

Bid Evaluation Report

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BUILDERS • MANAGEMENT SERVICES

Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney	Prime Acoustics	Hamilton Ceiling Systems
W5-Tackboard panel over gypsum board, Keynote 10.50					Included	
Color (not listed) provide per MFR standard color pallette					Included	
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Coring, Johns Manville, Knauf or equal					Included	
Thickness of panels per Sound absorbtion coefficient requirement per tabulated values 09 8434,1.03,D					Included	
Povide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.					Included	
Include all mounting harware, 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

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BUILDERS • MANAGEMENT SERVICES

Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Ceiling Experts	Cali-USA	Nelson Adams Naco	Tech-Wall		
Base Bid	65,000	39,982	AWP Only	AWP Only		
Spec #: 09 5123 - Acoustical Tile Ceilings	N/A	Included	N/A	N/A		
	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings	Included	Included				
Reflected Ceiling Plans A-121 to A-122	Included	Included				
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included				
MFR - Armstrong, CerainTeed or USG	Armstrong	CerainTeed				
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included				
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included				
ACT Details per A-540	Included	Included				
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included				
Include Compression struts per 2/A-540	Included	Included				
Read and abide by all Notes on sheet	Included	Included				
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600				
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included				
0						
Acoustical Wall Panels	85,000	56,448	16,736	25,084		
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	Included	Included	Included	Included		
AWP Type 1, Keynote 10.54	Included	Included	Included	Included		
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight	Included	Included	9,000	Included		
Tackable Wall Panels	10,000	10,000	10,000	9,576		
Finish Schedule A-612:	Included	Included	Included	Included		

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Acoustical Ceilings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Ceiling Experts**	**Cali-USA**	**Nelson Adams Naco**	**Tech-Wall**		
W5-Tackboard panel over gypsum board, Keynote 10.50	Included	Included	Included	Included		
Color (not listed) provide per MFR standard color pallette	Included	Included	Included	Included		
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Coring, Johns Manville, Knauf or equal	Included	Included	Included	Included		
Thickness of panels per Sound absorbtion coefficient requirement per tabulated values 09 8434,1.03,D	Included	Included	Included	Included		
Povide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.	Included	Included	Included	Included		
Include all mounting harware, concealed types, individually removable	Included	Included	Included	Included		
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410	Included	Included	Included	Included		
Interior elevations at classrooms A-220	Included	Included	Included	Included		
Tackboard Floor to Ceiling see 3/A-530	Included	Included	Included	Included		
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter	Included	Included	Included	Included		
Installed directly over drywall walls	Included	Included	Included	Included		
ARC.5						
			35,736	**34,660**		
TOTALS	**160,600**	**107,030**	**0**	**0**	**0**	**0**
			AWP Only	**AWP Only**		

Recommendation:	**Amount**
Prime Acoustics	**48,320**

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Carpet & Resilient Flooring

Marshall Classroom Building

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors					
	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 RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Flooring						
Minor Floor Prep	Included	Included	Included	Included		
Testing for PH and Moisture	Included	Included	Included	Included		
Remediation if Applicable	Included	Included	Included	Included		
Resilient Flooring and Rubber Base	Included	Included	Included	Included		
Finish Schedule A-612, F2-Linoleum Tile, B1-4" Vinyl Resilient Base	Included	Included	Included	Included		
MFR - Forbo, Marmoleum Composititon Tile (MCT) 13"x13", 2mm thk, pattern & color by Architect	Included	Included	Included	Included		
Include all adhesives & sealants	Included	Included	Included	Included		
Heat-welding of seams with color-matched color rods	6,700	6,700	6,700	6,700		
Resilient Base - Rubber, Cove, 4", preformed inside & outside corners	Included	Included	Included	Included		
MRF - Burke/Mercer, Roppe/Pinnacle, Flexco or equal	Included	Included	Included	Included		
F2 at All Classrooms	Included	Included	Included	Included		
B1 at All Classrooms, storage, back of house rooms	Included	Included	Included	Included		
F2 MCT in Elevator Cab (not listed but include)	640	640	640	640		
Include cleaning of floors after installation per specs	Included	Included	Included	Included		
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320		
Include initial maintenance "starter kit" from manufacturer and conducted (1st time) by flooring sub spec 3.08.B	Included	Included	Included	Included		
Include protection of floors after installation per specs	Included	Included	Included	Included		
TOTALS	**69,611**	**74,220**	**86,547**	**74,786**	**0**	**0**

Recommendation:	**Amount**
Reliable Flooring	**69,611**

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Painting	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Prime Painting	Valley Painting
Base Bid	53,100	102,000	155,800	185,000	0	0
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included		
Spec #: 09 9000 - Paints and Coatings	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	90 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Painting and Coating						
BOD - Dunn Edwards or Equal	Included	Included	Included	Included		
Colors TBD	Included	Included	Included	Included		
Finish Schedule A-612:	Included	Included	Included	Included		
F1-Sealed Concrete	w/ waterproofing	w/ waterproofing	w/ waterproofing	w/ waterproofing		
P1-Interior Semi-Gloss Paint	Included	Included	Included	Included		
P2-Interior Gloss Paint	Included	Included	Included	Included		
P3-Clear Sealant	Included	Included	Included	Included		
(3) Top Coats and (1) Coat Primer	Included	Included	Included	Included		
Exterior Plaster Walls & Soffits - 4 coats	Included	Included	Included	Included		
Interior Walls, Soffits and Ceilings, 4 coats	Included	Included	Included	Included		
Exterior & Interior HM Door Frames, 3 coats	Included	Included	Included	Included		
Exterior & Interior HM Doors, 3 coats	Included	Included	Included	Included		
Exterior & Interior Wood Doors, 4 coats	Included	Included	Included	Included		
All Exposed Steel to be Primed with Zinc Coating to Receive Paint (RFI #38)	Included	Included	Included	Included		
Paint Steel Stair Pans, Columns, Stringers, Guardrails and Handrails (RFI #38)	Included	Included	Included	Included		
All Exposed Metal on Roof to be Galvanized per Spec, No Paint Finish (RFI #47)	Included	Included	Included	Included		
Etching galvanized guardrails, handrails & stairs prior to painting	Included	Included	Included	Included		
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included		
Shop-Primed Items	Included	Included	Included	Included		
High Performance Coating at Ext. Hand and Guardrails	Not Included	Not Included	Not Included	Not Included		
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included		
HSS Steel at Ext. exposed Columns & Beams	Included	Included	Included	Included		
Cleanup of all your work	Included	Included	Included	Included		
Touch-Up Painting Allowance	5,092	5,092	5,092	5,092		

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Painting	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Prime Painting	Valley Painting
Joint Sealant Work Allowance	2,500	2,500	2,500	2,500		
Hedge	26,800					
ARC.1	2,000	2,000	2,000	2,000		
ARC.4	10,700	11,000	11,000	11,000		
ARC.5	3,000	3,000	3,000	3,000		
ARC.17	(1,000)	(1,000)	(1,000)	(1,000)		
TOTALS	**102,192**	**124,592**	**178,392**	**207,592**	**0**	**0**
Recommendation:	**Amount**					
Vanguard	**102,192**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Building Specialties	Marshall Classroom Building	Job Number	1641
		Bid Date	6/7/2017
		Date Printed	7/27/2017

Div	Description	Amount	Recommended Subcontractor	Bids Received
10 44 00	**Fire Extinguishers & Specialties**	3,045	BL Wilcox ($3,045 Supplier)	3
	See sheet A-111 & A-112 for locations of FEC	Included	Inland Empire ($5,300)	
	1st fl Keynote 10.51 - Fire Extinguisher Cabinet Semi-Recessed, see 6&7/A-530	Included	John Pence ($4,800)	
	2nd fl Keynote 10.55 - Fire Extinguisher Cabinet Semi-Recessed, see 6&7/A-530	Included		
	1st Fl (8 ea)	Included		
	2nd Fl (1 ea)	Included		
	Provide rated cabinet at rated wall per note on 7/A-53(	Included		
	Semi Recessed FEC Max. Projection 4" (RFI #32)			
10 50 50	**Lockers**	46,600	Inland Empire	1
	Added Spec Section in RFI #9 - Section 10505 dated 5/23/2017	Included		
	See Accessible Locker Calculations on sheet A-411, total of 8	Included		
	MFR - DeBourgh Manufacturing Co. or equal	Included		
	Interior Elevations A-224, see Keynotes	Included		
	12.10 - 12"x12" triple stack locker, see 13/A-530	Included		
	12.13 - Accessible locker, see 13/A-530	Included		
	12.31 - 20"x48" Accessible Locker room bench (handwritten on bottom of keynotes legend)	Included		
	1-Tier Lockers per detail 13/A-530 - None shown	Included		
	2-Tier Lockers per detail 13/A-530 - None shown	Included		
	3-Tier Lockers per 13/A-530	Included		
	At Boys Changing Room - 1/A-411, total of 32, 3-tier	Included		
	Accessible at Boys Changing Room - 1/A-411, total of 1 ea	Included		
	At Girls Changing Room - 1/A-411, total of 32, 3-tier	Included		
	Accessible at Girls Changing Room - 1/A-411, total of 1 ea	Included		
	Include Locker base at stud wall installation per 15/A-530	Included		
	Coordinate blocking & backing w/ Framer	Included		
	At concrete slab use anchor bolts per detail 3/8" dia 3" embedment	Included		
	6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	w/ Concrete		

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Building Specialties	**Marshall Classroom Building**	**Job Number**	**1641**
		Bid Date	**6/7/2017**
		Date Printed	**7/27/2017**

Div	Description	Amount	Recommended Subcontractor	Bids Received
N/A	**Misc Site Furnishings**	0	Bernards	
	None Noted			
N/A	**Misc Equipment (TV's)**	6,000	Bernards	
	TV Wall Brackets - 1/A-531	Included		
	MFR not listed, size is 2'-5"x2'	Included		
	Furnished	by District		
	Installed	Included		
	Coordinate blockinig & backing w/ framing sub	Included		
	TV's in Classrooms	by District		
	60" Flat Screen by District	by District		
	Final hook-up, connection to Teachers computer	by District		
	Total	**55,645**		

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Visual Display Boards	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	ABC School Equipment	Nelson Adams Naco Inc.				
Base Bid	275,308	208,582	0			
Spec #: 101101	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Visual Display Boards	Included	Included				
Finish Schedule A-612:	Included	Included				
W4 - Marker Board Panel over gypsum board	Included	Included				
Interior Elevations sheets A-220 to A-223	Included	Included				
Keynote 10.52-Markerboard Surface from floor to ceiling, Standard panel size 5'x10'	Included	Included				
Keynote 12.26 - 3'-2"x10' Sliding Marker Board, see 10/A-530	Included	Included				
Keynote 12.27 - (2) 2'-8"x10' Sliding Marker Boards, see 10/A-530	Included	Included				
MFR - MooreCo, Claridge or Polyvision or Equal	Platinum Visual	Nelson Adams Naco				
There is a Marker Board Sliding Door Schedule listing all the rooms to receive them on A-610	Included	Included				
Horizontal Sliding Unit Wall System Assembly per 10/A-530	Included	Included				
Furnished AND Installed	Included	Included				
First Floor Classrooms - total of 19 each	Included	Included				
Second Floor Classrooms - total of 23 each	Included	Included				
ARC.4	(60,500)	(60,223)				
TOTALS	**214,808**	**148,359**	**0**	**0**	**0**	**0**

Recommendation:	Amount
Nelson Adams Naco Inc.	**148,359**

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Signage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**AGS**	**John Pence Bldg Spec.**	**CA Signs**	**Braille Signs, INC**		
Base Bid	6,150	10,130	11,471	15,302	0	0
Spec #: 10 1400 - Signage	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Signage	Included	Included	Included	Included		
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included		
Signage & Fire Extinguisher Plans - G-006	Included	Included	Included	Included		
Signage Details sheet - A-550	Included	Included	Included	Included		
Room Signs - 1/A-550	Included	Included	Included	Included		
Toilet room door signage - 3/A-550	Included	Included	Included	Included		
Fire Riser door signage - 5/A-550	200	Included	Included	Included		
Exit Signs - 6,7,8/A-550	Included	Included	Included	Included		
Typical Classroom I.S.A signage - 9/A-550	Included	Included	Included	Included		
Restroom Signs - Girls, Boys, Unisex, Staff - Wall & Door signage 3,11,13,14/A-550	Included	Included	Included	Included		
Fire Alarm Panel Control - 12/A550	Included	Included	Included	Included		
Electrical & Not an exit signage 15/A-550	Included	Included	Included	Included		
Maximum occupancy signage - 16/A550	Included	Included	Included	Included		
Stenciling on Rated Walls Signage - 19/A-550	w/ Drywall	w/ Drywall	w/ Drywall	w/ Drywall		
Warning sign - 20/A-550	300	Included	Included	Included		
Fire Extinguisher Signage - 6/A-530, G-006 (17 ea)	2,975	Included	2,975	Included		
Assistive Listening Signage	250	Included	Included	250		
ADA Signage	Included	Included	Included	Included		
Ext. Aluminum Letters, or Painted Bldg #(No Callouts on Elevations)	750	750	750	750		
See Spec Section for several other signs as required	Included	Included	Included	Included		
Site Signage at Fire Lane shown on Site Plan A-101	w/ Striping	w/ Striping	w/ Striping	w/ Striping		
Site Signage at Re-Striped existing parking lot shown on A-102, 104, 105	w/ Striping	w/ Striping	w/ Striping	w/ Striping		
Temporary project signage	2,000	2,000	2,000	2,000		
TOTALS	**12,625**	**12,880**	**17,196**	**18,302**	**0**	**0**
Recommendation:	**Amount**					
AGS	**12,625**					

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Toilet Compartments & Accessories	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh		
Base Bid	31,400	23,200	30,700	34,192		
Spec #: 10 2113.17 - Phenolic-Core Shower & Dressing Compartments	Included	Included	Included	Included		
Spec #: 10 2800 - Toilet Accessories	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	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 pallette in your bid	Formica Sparkle	Formica or Wilsonart	Black	Standard Color		
Toilet Accessories	Included	Included	Included	Included		
MFR - Bobrick or approved equal	Included	Included	Included	Included		
Interior Elevations A-224, see Keynotes	Included	Included	Included	Included		
10.03 - Tactile room name & number signage 1/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage		
10.03 - Toilet room door signage 3/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage		
10.32 - Paper towel dispenser & Waste receptacle 1/A-535	Included	Included	Included	Included		
10.33 - Surface mounted soap dispenser 1/A-5353, B-2111	Included	Included	Included	Included		
10.34 - Multi-roll toilet tissue dispenser, semi recessed 1/A-5353, B-3888	Included	Included	Included	Included		
10.36 - Grab bar - 1, 8 & 10/A-5353, B-6806 series, length per drawing	Included	Included	Included	Included		
10.37 - Seat cover dispenser 1/A-5353, B-221	Included	Included	Included	Included		
10.39 - Mirror 18"x30" 1/A-5353, B-292	Included	Included	Included	Included		
10.41 - Accessible side toilet stall 11/A-5353	Included	Included	Included	Included		
Janitor Closet Accessories	Included	Included	Included	Included		

Bid Evaluation Report

BERNARDS
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Toilet Compartments & Accessories	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Inland Empire Arch**	**YTI Enterprises**	**John Pence Bldg Spec.**	**Stumbaugh**		
Mop & Broom Holder (4 Holders) B-223 x 36"	Included	Included	Included	Included		
Not Keynoted, but listed in Spec Section:	Included	Included	Included	Included		
Hand Dryer, World Dryer Model XRA	4,200	4,200	4,200	Included		
Sanitary Napkin Disposal, Recessed B-353 or Partition Mounted B-354	Included	4,800	Included	Included		
Sanitary Napkin Dispenser, Recessed B-3706 25	1,000	1,000	1,000	1,000		
Keys at locked dispensing units, keyed aliked	Included	Included	Included	Included		
Other Potential Items:						
Backpack Hooks in Rooms	Excluded	Excluded	Excluded	Excluded		
ARC.14	(4,200)	(4,200)	(4,200)	(4,200)		
TOTALS	**32,400**	**29,000**	**31,700**	**30,992**	**0**	**0**
Recommendation:	**Amount**					
YTI Enterprises	**29,000**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Window Coverings	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**A1 Quality Blinds**	**Digital Decora**	**Contract Décor**	**Diversified Window**	**Sheward & Son & Sons**	
Base Bid	10,000	15,440	16,340	21,248	27,860	
Spec #: 12 2413 - Roller Window Shades						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 Days	Included	90 Days	90 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Window Coverings	Included	Included	Included	Included	Included	
MFR - Levelor, HD, Spring	Included	Included	Included	Included	Included	
New Classroom Building	Included	Included	Included	Included	Included	
All Windows Interior and Exterior	Included	Included	Included	Included	Included	
Motor Operated (Where Shown)	Excluded	Excluded	Excluded	Excluded	Excluded	
MFR - ElectroShade by Mechoshade Systems or approved equal	Excluded	Excluded	Excluded	Excluded	Excluded	
Manual Operated at all windows	Included	Included	Included	Included	Included	
MFR - Mecho/5 by Mechoshade Systems or approved equal	Hunter Douglass	Lutron Contract	FlexShades	Included	Included	
Provide a complete operated system including fabric, mounting spline, end caps, fscia, fillers, side channels, center channels, anchors and fasteners	Included	Included	Included	Included	Included	
Fabric "AV Blackout shade my Mechoshade or equal	Included	Included	Included	Included	Included	
TOTALS	**10,000**	**15,440**	**16,340**	**21,248**	**27,860**	**0**
Recommendation:	**Amount**					
A1 Quality Blinds	**10,000**					
Alternates						
RFI #25						
Alt #1: Manual Roller Shades at Larger Sectional Doors at Classrooms	9,000	12,628	20,820	Excluded	20,820	
Alt #2: ADD for Motorized Roller Shades at Larger Sectional Doors at Classrooms	13,500	37,552	41,930	Excluded	41,930	

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Final Cleaning	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	AAA Express Janitorial	All-Pro Bldg Maintenance	Commercial Const Cleaning			
Base Bid	2,700	28,760	22,550			
Spec #: N/A	N/A	N/A	N/A			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	Included	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	Included	N/A	N/A			
Attachment C Acknowledgement	Included	N/A	N/A			
Final Construction Cleaning						
Provide all safety equipment, hard hats, gloves, eye protection & vest	Included	Included	Included			
Include all cleaning tools, ladders, mops, brooms, towels, etc.	Included	Included	Included			
Clean elevator, inside & out	500	Included	Included			
Clean interior windows & mullions	Included	Included	Included			
Clean exterior windows	3,500	Included	Included			
Clean all cabinets, counter & millwork	Included	Included	Included			
Clean inside cabinets & drawers, shelves, bookcases	1,500	Included	Included			
Clean all door frames, hardware & kick-plates	Included	Included	Included			
Wipe clean baseboards	Included	Included	Included			
Wipe clean lights & T-bar ceiling (as requried)	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 & guradrails	2,500	Included	Included			
Sweep & power wash ext bldg walks, sidwalks & harscape	3,500	Included	3,500			

Bid Evaluation Report

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BUILDERS • MANAGEMENT SERVICES

Final Cleaning	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**AAA Express Janitorial**	**All-Pro Bldg Maintenance**	**Commercial Const Cleaning**			
Prevailing Wage rates requirements	5,000	Included	Included			
T&M rate per employee			$79.80/hr			
TOTALS	**29,700**	**28,760**	**26,050**	**0**	**0**	**0**
Recommendation:	**Amount**					
Commercial Const Cleaning	**26,050**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Elevators	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Kone, Inc.**	**Republic Elevator**				
Base Bid	195,850	ALT: $89,860				
Spec #: 14 2123 - Machine-Room-Less Electric Traction Passenger Elevators	Included	No Use Hydro				
Bond Rate	Bond at	Bond at				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	60 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Elevators						
Deferred Approval - Elevator Guide Rails, G-001	Included	Included				
MFR, BOD - Kone EcoSpace Gearless Traction Elevator	Included	Twin Jack, Holeless				
Hoist Beam, Guide Rails per specs	w/ Steel	w/ Steel				
Pit ladder 13/A-561, notes states by Elev Mfr	w/ Steel	w/ Steel				
Continuous plate PL 3/16"x3" cont across hoistway 5&7/A-561	w/ Steel	w/ Steel				
Bldg 1 - New Classroom Building	Included	Included				
Elevator No. 1: 3500#, 150ft/min, 2 Stops, 2 Openings per Specs	Included	Included				
Includes all info for Elevator Details shown on sheet A-561	Included	Included				
Cab Interior Finishes - brushed SS at walls, front & doors w/ alum tube rail, ceiling translucent panels, alum threshold, floor (by others)	Included	Included				
Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see det 4/A-541 (no sheet A-541 provided)	Exclude/Qualify	Exclude/Qualify				
Make Connection Between Fire Alarm Relay and Elevator Controller	Included	Included				
Elevator Hostway Scaffolding	Included	Included				
Hoisting	Included	Included				
Textura invoice system	360	360				
ARC.10	(196,210)	89,860				
TOTALS	**0**	**90,220**	**0**	**0**	**0**	**0**

Recommendation:	**Amount**
Republic Elevator	**90,220**

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Fire Sprinklers	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire			
Base Bid	276,600	123,456	126,266			
Spec #: 21 1000 - Fire Protection	Included	Included	Included			
License Designation C-16, Fire Protection Contractor	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	60 Days	30 Days	30 days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	No	Yes	Yes			
Attachment C Acknowledgement	Included	Included	Included			
Furnish & Install Fire Sprinkler System	Included	Included	Included			
Building 1, Classroom Building per FP sheets - FP-001 to 005	Included	Included	Included			
Manufacturer - Tyco	Included	Included	Included			
Complete Wet Pipe Automatic Sprinkler System	Included	Included	Included			
UL Approved Black Steel Piping, SCH 40 w/ Cast or Ductile Iron Screwed Fittings - 2" and Smaller	Included	Included	Included			
UL Approved Black Steel Piping, SCH 40 w/ Rolled Grooved Ends, Grooved Fittings and Mechanical or Welded Outlets - 2.5" and Larger	Included	Included	Included			
Complies with NFPA 13, 2013 ED., DSA, and Local AHJ Requirements	Included	Included	Included			
POC from 6" AFF, 4x3 Flexible GRC	Included	Included	Included			
3" Fire Riser at Bldg - 1/FP-002	Included	Included	Included			
Connect 6" Underground Fire Department Connection	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
4" Double Detector Check Valve Backflow Preventer (1/FP-02)	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Standard Upright, Pendent, Sidewall Sprinklers	Included	Included	Included			
Concealed Heads in Finished Ceilings w/ Cover Plate	Included	Included	Included			
Flush Sidewall Head in Soffits	Included	Included	Included			
Brass or White Finish	Included	Included	Included			
All Underground Piping as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Piping Distribution (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

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Fire Sprinklers	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Apex Fire Protection**	**J.G. Tate Fire Protection**	**Superior Fire**			
Install sprinklers in elevator shaft and elevator equip rm, not shown	2,500	2,500	2,500			
All Seismic Bracing, Hangers, Embeds as Required	Included	Included	Included			
Sleeves as Required	Included	Included	Included			
Floor Blockouts, Coring, Saw Cutting as Required	Included	Included	Included			
All Gauges, Valves, Flow and Tamper Switches	Included	Included	Included			
Valve Seals, Tags, Safety Markers, and Charts	Included	Included	Included			
Electric Bell	Included	Included	Included			
Sound and Vibration Control	Included	10,000	10,000			
Furnish Access Panels as Required	Included	Included	1,250			
Excavation and Backfill as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities			
Fire Caulking / Sleeves / Firestopping	Included	Included	1,250			
Permits / Plan Check / Inspections / Testing / Fees	1,000	1,000	1,000			
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included	Included			
Calculations / Engineered Plans / Shop Drawings	Included	Included	2,500			
BIM Coordination	5,000	5,000	5,000			
As-Builts and Record Documents	Included	Included	Included			
Hoisting of Own Material as Required	Included	Included	Included			
Schedule and Pay for State and Local Inspections	1,500	1,500	1,500			
TOTALS	**286,600**	**143,456**	**151,266**	**0**	**0**	**0**
Recommendation:	**Amount**					
J.G. Tate Fire Protection	**143,456**					

Bid Evaluation Report

BERNARDS BUILDERS - MANAGEMENT SERVICES

Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	
Base Bid	315,100	349,530	335,765	416,610	412,000	
Spec #: 22 0500 - Basic Materials and Methods	Included	Included	Included	Included	Included	
Spec #: 22 0553 - Identification	Included	Included	Included	Included	Included	
Spec #: 22 0700 - Insulation	Included	Included	Included	Included	Included	
Spec #: 22 0800 - Equipment and Systems Tests	Included	Included	Included	Included	Included	
Spec #: 22 1100 - Domestic and Industrial Water Systems	Included	Included	Included	Included	Included	
Spec #: 22 1300 - Drainage System	Included	Included	Included	Included	Included	
Spec #: 22 4000 - Plumbing Fixtures	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	30 Days	60 Days	60 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	No	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Fixtures w/ Associated Connections	Included	Included	Included	Included	Included	
Plumbing Fixtures	Included	Included	Included	Included	Included	
Water Closet, Floor-Mounted ADA (WC-1 & WC-2)	Included	Included	Included	Included	Included	
Lavatory w/ Manual Metering Faucet, Wall-Mounted ADA (L-1 & L-2)	Included	Included	Included	Included	Included	
Waterless Urinals (UR-1)	Included	Included	Included	Included	Included	
Classroom Sink w/ Manual Metering Faucet (S-1)	Included	Included	Included	Included	Included	
ADA HiLo Stainless Drinking Fountain (DF-1)	Included	Included	Included	Included	Included	
Service Sinks (SS-1)	Included	Included	Included	Included	Included	
Floor Drains (FD-1)	Included	Included	Included	Included	Included	
Hose Bibbs (HB-1)	Included	Included	Included	Included	Included	
Hose Bibbs on Landscape Drawings (RFI# 10)	2,000	2,000	2,000	2,000	2,000	
Trap Primers (TP-1)	Included	Included	Included	Included	Included	
Roof / Overflow Drains (RD-1 & OD-1)	Included	Included	Included	Included	Included	
Cleanouts	Included	Included	Included	Included	Included	
Gas Shut-Off Valves	Included	Included	Included	Included	Included	
Water Hammer Arrestors	Included	Included	Included	Included	Included	
All Fixtures Meet ADA	Included	Included	Included	Included	Included	
Commercial Grade Toilet Seats	Included	Included	Included	Included	Included	
Special Wrenches for Servicing	250	Included	Included	Included	Included	
Faucet Repair Kits	1,000	Included	Included	1,000	Included	
Furnish & Install All Plumbing Equipment w/ Associated Connections	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	
Manufacturers per P-001	Included	Included	Included	Included	Included	
Tankless Gas Water Heaters (WH-1 & WH-2)	Included	Included	Included	Included	Included	
Circulating Pump (CP-1)	Included	Included	Included	Included	Included	
Expansion Tanks (ET-1)	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Piping	Included	Included	Included	Included	Included	
Hot and Cold Water Piping	Included	Included	Included	Included	Included	
Copper Type L, Lead-Free Piping	Included	Included	Included	Included	Included	
Brass Angle Stops and White Braided Wire Supply Lines at all Fixtures	Included	Included	Included	Included	Included	
Waste and Vent Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Storm and Roof Drain Piping	Included	Included	Included	Included	Included	
Cast-Iron, No Hub	Included	Included	Included	Included	Included	
Gas Piping	Included	Included	Included	Included	Included	
Schedule 40 Steel	Included	Included	Included	Included	Included	
Condensate Piping, HVAC	Included	Included	Included	Included	Included	
Copper Type M, Lead-Free	Included	Included	Included	Copper Type L	Included	
Connect Sewer, Storm Drain and Domestic Water Service 5' Out	Included	Included	Included	Included	Included	
Piping Insulation as Required	Included	Included	Included	Included	Included	
Temporary Water for Construction Use (Meter by Others	13,400	13,400	13,400	13,400	13,400	
Galvanize Flashings, Roof Jacks, Pipe Collars as Require	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	7,500	
BIM Coordination	10,000	17,500	10,000	10,000	10,000	
Caulking and Sealants as Required	Included	Included	Included	Included	2,500	
Fire Caulking, Sleeves, Fire Stopping as Required	Included	Included	Included	Included	Included	
Drilling, Boring, Cutting, Notching as Required	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
Supports, Anchors, Seismic Bracing as Required	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	4,642	4,642	4,642	4,642		
Vibration Isolation	Included	Included	Included	Included	Included	
Access Panels as Required, Furnish Only	Included	Included	Included	Included	Included	
All Related Trenching and Backfill to 90%	Included	Included	Included	Included	Included	
Flush, Chlorinate, Disinfect and Sterilize Domestic Wate	Included	Included	Included	Included	Included	
Haul Off Spoils Generated by Own Work	2,470	10,000	2,925	Included	20,000	
Provide and connect water line to construction trailer	3,350	3,350	3,350	3,350	3,350	
Temporary tool/stoarage bins	1,400	1,400	1,400	1,400	1,400	
Temporary Toilets	2,100	2,100	2,100	2,100	2,100	

Bid Evaluation Report

BERNARDS
BUILDERS - MANAGEMENT SERVICES

Plumbing	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**City Commerical**	**HPS Mechanical**	**Moe**	**Precision Plumbing-Mechanical**	**Suttles Plumbing**	
Temporary Handwash facilities	2,100	2,100	2,100	2,100	2,100	
ARC.27	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	
TOTALS	**355,312**	**403,522**	**375,182**	**454,102**	**473,850**	**0**
Recommendation:	**Amount**					
City Commerical	**355,312**					

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HVAC	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Climate Control**	**J.R. Barto**	**Sheldon Mechanical**	**WR Robbins Co.**		
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	Qualify Exclude	Qualify Exclude	Qualify Exclude	Qualify Exclude		
Spec #: 23 3100 - Air Transmission and Distribution System	Included	Included	Included	Included		
Spec #: 23 8000 - Air Conditioning and Air Handling Management	Included	Included	Included	Included		
Spec #: 23 9000 - Building Management System	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	90 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	No	Yes	Yes	Yes (Chapman Air Systems, Inc.)		
Attachment C Acknowledgement	Included	Included	Included	Included		
Furnish & Install All HVAC Equipment	Included	Included	Included	Included		
Building Equipment	Included	Included	Included	Included		
Roof-Mounted Package Units w/ Spring Isolators and Curb, AC1-AC12 - Carrier	Included	Included	Included	Included		
Roof-Mounted, Exhaust Fans - Loren Cook	Included	Included	Included	Included		
Ductless Split AC Units - Mitsubishi	Included	Included	Included	Included		
Heating Ventilator Air Units - Reznor	Included	Included	Included	Included		
Factory Curbs/ Install	Included	Included	Included	Included		
Furnish & Install All Ductwork and Distribution	Included	Included	Included	Included		
Sheet Metal Lined Round Ducts	Included	Included	Included	Included		
Sheet Metal Rectangular Ducts	Included	Included	Included	Included		
Flexible Round Ducts	Included	Included	Included	Included		
Building Distribution	Included	Included	Included	Included		
Supply, Return and Exhaust Ductwork	Included	Included	Included	Included		
Ceiling Supply/Return/Exhaust Diffusers	Included	Included	Included	Included		
Supply/Return/Exhaust Air Side Grilles	Included	Included	Included	Included		
Side Wall Mounted Transfer Grilles	Included	Included	Included	Included		
Outdoor Exhaust Grilles	Included	Included	Included	Included		
Fire/Smoke Dampers	Included	Included	Included	Included		
90° Elbows at Ceiling Diffusers	Included	Included	Included	Included		
Sound Boots as Required	Included	Included	3,500	Included		
Sheet Metal Louvers	Included	Included	3,800	Included		

Bid Evaluation Report

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HVAC	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Climate Control**	**J.R. Barto**	**Sheldon Mechanical**	**WR Robbins Co.**		
Backdraft Dampers at Exhaust as Required	Included	Included	Included	Included		
Condensate Drain Piping - 1/M505	w/ Plumbing	w/ Plumbing	w/ Plumbing	w/ Plumbing		
22 ga galv hoods at roof ductwork per 4/M-510	10,050	10,050	10,050	20,000		
Furnish & Install HVAC Controls	Included	Included	Included	Included		
Energy Management and Building Management Control Systems (DDC)	Included	Included	Included	Included		
MFR - Alerton	Included	Included	Included	Included		
Tie-In Controls w/ Current EMS Already Serving the Existing Campus (RFI #29)	Included	Included	Included	Included		
All Low Voltage Wiring for Own Systems	Included	Included	Included	Included		
All Duct Supports, Seismic Restraints, and Bracing as Required	Included	Included	Included	Included		
HVAC Mounting - M.W. Sausse & Co, Vibrex VIC-EQ w/ Spring Mounts M-521	Included	Included	Included	Included		
All Piping and Duct Insulation as Required	Included	Included	Included	Included		
All Mechanical Piping as Shown on Plans	Included	Included	Included	Included		
Sound and Vibration Control	Included	Included	Included	Included		
Access Panels as Required - Furnish Only	Included	3,500	Included	Included		
All Required Signage and Identification Labels	Included	Included	Included	Included		
Splay Wires for HVAC Registers and Grilles as Required	w/ ACT	w/ ACT	w/ ACT	w/ ACT		
Safety walk and progressive cleanup	6,218	6,218	6,218	6,218		
Construction Filters and Final Filters	Included	Included	Included	Included		
All Sheet Metal Flashings as Required	Included	Included	Included	Included		
Firestopping at Penetrations	Included	2,000	Included	Included		
Testing and Balancing	Included	Included	Included	Included		
Duct Pressure Testing	Qualify Exclude	Qualify Exclude	Qualify Exclude	Included		
Hoisting of Own Material as Required	Included	Included	Included	Included		
BIM Coordination	6,700	6,700	6,700	6,700		
ARC.11	(56,000)	(56,000)	(56,500)	(56,000)		
ARC.24	(42,000)	(42,000)	(42,600)	(42,000)		
TOTALS	**535,057**	**475,068**	**366,968**	**374,918**	**0**	**0**
Recommendation:	**Amount**					
Sheldon Mechanical	**366,968**					

Bid Evaluation Report

BERNARDS
BUILDERS · MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Base Bid	1,241,580	1,075,100	989,000	1,020,000	Fire Alarm Only	
Division 26 - Electrical	Included	Included	Included	Included		
Spec #: 26 0126 - Inspection Test and Acceptance	Included	Included	Included	Included		
Spec #: 26 0500 - Common Work Results for Electrical	Included	Included	Included	Included		
Spec #: 26 0513 - Basic Electrical Materials and Methods	Included	Included	Included	Included		
Spec #: 26 0519 - Low-Voltage Wires (600 Volt AC)	Included	Included	Included	Included		
Spec #: 26 0526 - Grounding and Bonding	Included	Included	Included	Included		
Spec #: 26 0533 - Raceways and Boxes Fitting and Supports	Included	Included	Included	Included		
Spec #: 26 0586 - Motors and Drives	Included	Included	Included	Included		
Spec #: 26 0800 - Electrical Systems & Commissioning	Included	Included	Included	Included		
Spec #: 26 0923 - Lighting Control Systems	Included	Included	Included	Included		
Spec #: 26 1000 - Service Entrance	Included	Included	Included	Included		
Spec #: 26 2200 - Low Voltage Transformers	Included	Included	Included	Included		
Spec #: 26 2413 - Switchboards 1000	Included	Included	Included	Included		
Spec #: 26 2416 - Panelboards and Signal Terminal Cabinets	Included	Included	Included	Included		
Spec #: 26 2419 - Motor Control Devices	Included	Included	Included	Included		
Spec #: 26 5000 - Lighting	Included	Included	Included	Included		
Spec #: 26 5200 - Emergency Power Systems	Included	Included	Included	Included		
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included		
Division 27 - Communications	Included	Included	Included	Included		
Spec #: 27 0126 - Test and Acceptance Requirements for Structured Cabling	Included	Included	Included	Included		
Spec #: 27 1013 - Structured Cabling	Included	Included	Included	Included		
Spec #: 27 4113 - Classroom Sound Enhancement System	Included	Included	Included	Included		
Spec #: 27 5116 - Public Address and Intercommunication Systems	Included	Included	Included	Included		
Spec #: 27 5313 - Clock and Program Systems	Included	Included	Included	Included		
Division 28 - Electronic Safety and Security	Included	Included	Included	Included	Included	
Spec #: 28 1600 - Intrusion Detection System	Included	Included	Included	Included		
Spec #: 28 3100 - Fire Detection and Alarm System	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 days	60 Days	60 Days	30 Days	60 Days	

Bid Evaluation Report

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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	Yes	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Furnish & Install Building Electrical	Included	Included	Included	Included		
Main Gear and Panels	Included	Included	Included	Included		
1200A WP Main Switch Board,480Y/277V, 3 Phase, 4W Panel board ("MP"/E-030)	Included	Included	Included	Included		
500KVA WP Site Transformer w/ Disconnect	Included	Included	Included	Included		
Distribution Boards	Included	Included	Included	Included		
Panel Boards	Included	Included	Included	Included		
Lighting Control Panels and Lighting Control System	Included	Included	Included	Included		
Circuit Breakers	Included	Included	Included	Included		
Transformers	Included	Included	Included	Included		
Ground Bus / Grounding Systems	Included	Included	Included	Included		
Distribution, Conduit and Wiring	Included	Included	Included	Included		
Copper Bussing and Wiring w/ Rigid Conduit	Included	Included	Included	Included		
Feeders (RFI# 26)	Included	Included	Included	Included		
Power Distribution	Included	Included	Included	Included		
Conduits & Raceways	Included	Included	Included	Included		
Lighting Switches, Conduit and Wiring	Included	Included	Included	Included		
Cable Trays	Included	Included	None Shown	None Shown		
Terminal Cabinets & Racks	Included	Included	Included	Included		
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included	Included		
Wiring Devices	Included	Included	Included	Included		
Switches / Disconnects	Included	Included	Included	Included		
Overcurrent Protection	Included	Included	Included	Included		
Connections to Existing Generator	2,500	2,500	2,500	2,500		
Power to Equipment	Included	Included	Included	Included		
Power to Mechanical & Plumbing Equipment	Included	Included	Included	Included		
Power to Misc. Equipment / Motors / Devices	Included	Included	Included	Included		
Power to Electric Overhead Coiling Doors w/ Low Voltage Wiring (RFI# 62)	Included	Included	Included	Included		
Power to Building Lighting w/ Controls and Panels	Included	Included	Included	Included		
Power for Irrigation Controller (RFI#65)	Included	Included	Included	Included		
Conduit & Back Boxes Only:	Included	Included	Included	Included		
Voice / Data / CATV Systems	Included	Included	Stubs to Ceiling	Included		
Computer Network Cabling System	Included	Included	Included	Included		
Autonomous PA System	Included	Included	Included	Included		
Occupancy / Motion Sensor System	Included	Included	Included	Included		
Energy Management Systems / HVAC Controls	Included	Included	T-Stat Conduit Only	Included		

Bid Evaluation Report

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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Other Low Voltage Systems (E-001)	Included	Included	Included	Included		
Temporary Power and Lighting	42,000	42,000	39,000	42,000		
Install, Maintain, Relocate for Construction Offices	Included	Included	Included	Included		
Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included	Included		
Temp Power for Elevator Testing and Build Out	Included	Included	Included	Included		
Temp Power Spider Boxes	Included	Included	Included	Included		
Temp Light Strings	Included	Included	Included	Included		
Conduit and Wire to Jobsite Trailers	Included	Included	Included	Included		
Furnish & Install Building Low Voltage Systems	See Below	See Below	See Below	See Below	See Below	
Fire Alarm System	71,131	71,131	Included	71,131	71,131	
Complete Addressable Fire Alarm System (E-204 & E-304)	Included	Included	Included	Included	Included	
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	27,500		
MFR - Per Specs	Included	Included	Included	Included		
Computer, Monitors, and Recording Devices Complete	By Owner	By Owner	By Owner	By Owner		
Infrared Motion Detectors	Included	Included	Included	Included		
Interconnection with Door and Gate Hardware as Required	Included	Included	Included	Included		
Interconnection with Overhead Doors as Required	Included	Included	Included	Included		
Interconnection with Elevators as Required	Included	Included	Included	Included		
All Weather-Rated Enclosures	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Complete Plans / Specifications / Calculations	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Telecom / Data / CATV (E-203 & E-303)	Included	Included	Included	Included		
Telecom / CATV Back-Bone Cabling	Included	Included	Included	Included		

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
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		
Manufacturer - Per Spec (274113, 2.01)	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		
Manufacturer - Per Spec (275116, 2.01)	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 & Diplay Units	Included	Included	Included	Included		
Tuners, CD Players, Power Amplifiers, Loudspeakers Etc.	By Owner	By Owner	By Owner	By Owner		
Terminal Blocks and Cabinets	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Master Clock System	Included	Included	Included	Included		
Manufacturer - Lathem LTR8-512-M or District Approved	Included	Included	Included	Included		
Power Supplies, Backboxes, Etc.	Included	Included	Included	Included		

Bid Evaluation Report

BERNARDS
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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
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

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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Furnish / Install concrete filled steel Bollards with footings	Included	Included	Included	Included		
Dry Utilities - Power	Included	Included	Included	Included		
Secondary Conduit From New On-Site Transformer to New WP Main Switchboard (Wire by SCE) (1/E-102)	Included	Included	Included	Included		
MP-1 - (3) 3" Conduit w/ (3) 350KCM & (1) #2/0 in Each Conduit (RFI# 26)	Included	Included	Included	Included		
MP-2 - (3) 3" Conduit w/ (4) 250KCM & (1) #2/0 in Each Conduit & (2) 4" Conduit for Future Power to New Pullbox to New Building (RFI# 26)	Included	Included	Included	Included		
Power to Existing "MSB" From New 500KVA Transformer	Included	Included	Included	Included		
MP-1A - (6) 3" Conduit w/ (4) 350KCM & (1) 250KCM in Each Conduit (RFI# 26)	Included	Included	Included	Included		
New Intercept Underground Pullbox and Connection to Existing Power for "MSB"	Included	Included	Included	Included		
(4) 350KCM & (1) 250KCM Wiring in Existing "MSB" Conduits	Included	Included	Included	Included		
Stub Out (2) Different Lines of (2) 4" Conduit for Future Power from New Pullbox (E-101)	Included	Included	Included	Included		
Utility Company Primary Switch	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Utility Company Site Transformer	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Conductors: by Utility Company	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Dry Utilities - Low Voltage	Included	Included	Included	Included		
(5) 2" Conduits for Low Voltage Systems (FA, SEC, Clock, PA, Tele and Data) From Existing Building to New Pullbox to New Building (E-101)	Included	Included	Included	Included		
(4) 2" Conduits for Future Low Voltage Stubbed From Existing Building to New Pullbox (E-101)	Included	Included	Included	Included		
Stub Out (2) Different Lines of (4) 2" Conduit for Future Low Voltage from New Pullbox (E-101)	Included	Included	Included	Included		
Underground Power Distribution for Site Lighting and Site Power	Assume Existing	Assume Existing	Assume Existing	Assume Existing		
Power to PIVs, Tamper Switches, Backflows	Included	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included	Included		
Furnish & Install Lighting	Included	Included	Included	Included		
LED and Fluorescent Lighting as Shown	Included	Included	Included	Included		
Lighting Fixtures per Schedule on E-010	Included	Included	Included	Included		

Bid Evaluation Report

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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
Lighting Fixtures at New Classroom Building (E-201 & E-301)	Included	Included	Included	Included		
Exit Signs	Included	Included	Included	Included		
LED Lamps	Included	Included	Included	Included		
Non-LED Lamps	Included	Included	Included	Included		
Occupancy Sensors	Included	Included	Included	Included		
Spare Parts as Required (Spec. 265000, 3.03)	Included	Included	Included	Included		
Coordination of Shipping and Installation of Fixtures	Included	Included	Included	Included		
BIM Coordination (1 per Week for 2 Months)	18,425	18,425	16,750	18,425	3,000	
Plywood Backboards	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp		
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included	Included		
Concrete base at Electrical Equipment 5/E-050	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete		
Protective Bollards 2/E-050	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals		
NEMA Enclosures, where shown	Included	Included	Included	Included		
Flashings at Penetrations	Included	Included	Included	2,000	Included	
Caulkings / Sealants	Included	Included	Included	Included	Included	
Sleeves / Fire Caulking / Firestopping, as required	Included	Included	Included	Included	Included	
Sound and Vibration control	Included	Included	Included	Included	Included	
All Block Outs, Inserts, Coring, Notching, etc.	Included	Included	Included	Included	Included	
Backfill Trenches / Bedding	Included	Included	Included	Included		
Safety walk and progressive cleanup	7,772	7,772	7,772	7,772		
All Required Signage and Identification Labels	Included	Included	Included	Included	Included	
Seismic Bracing to Meet Code	Included	Included	Included	Included	Included	
Access Panels as Required - Furnish Only	Included	5,000	3,000	4,000	1,500	
Haul Off Spoils Generated by Own Work	Included	15,000	15,000	15,000		
Electrical Permits	Included	3,000	No cost	3,000		
Disconnect & reonnect exisiting 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)		
					75,631	
TOTALS	**1,512,816**	**1,344,386**	**1,177,480**	**1,317,786**	**0**	**0**
Recommendation:	**Amount**					
Taft Electric	**1,177,480**					

Bid Evaluation Report

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Electrical / Low Voltage	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Oilfield Electric**	**Reyes & Sons**	**Taft Electric**	**Venco**	**Siemens**	
Alternates						
Add Alternate (RFI#70) - Per Spec 101400 2.07B, Provide Refuse Sign not Indicated on Lighting Fixture Schedule.			$850/ea			
Add Alternate (RFI #16) - Connect Genset w/ Power Required for Essential Equipment to run During Potential Power Outages such as Site & Parking Lot Lights, Fire Alarm Panel, Security System, and Jobsite/Trailers Related Electrical Requirements.			35,000			

Bid Evaluation Report

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Demo & Earthwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.		
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		
			35,467	35,467		
Demolition	35,467	32,985	No Bid	No Bid		
Demolition Plan C-101, at New Building location	Included	Included	Included	Included		
Demolition Plan C-102, at Reworked Existing Parking Lot area	Included	Included	Included	Included		
Demolition Plan C-103, at New Play Area location	Included	Included	Included	Included		
Underground Utility Location, Potholing, Capping or Disconnecting Utilities	5,000	5,000	5,000	5,000		
Removal Notes:	Included	Included	Included	Included		
1 - Remove existing asphalt pavement & base, full depth	Included	Included	Included	Included		
2 - Clear, grub & remove existing turf/planter/exposed subgrade area	Included	Included	Included	Included		
3 - Remove existing shrubs, trees and roots	Included	Included	Included	Included		
4 - Remove existing catch basin	Included	Included	Included	Included		
5 - Remove Play area, including the existing play structure (Per RFI#11)	Included	1,500	Included	Included		
6 - Sawcut existing & remove existing pavement, curb or v-gutter	Included	Included	Included	Included		
7 - Remove existing curb	Included	Included	Included	Included		
8 - Remove existing utilities (identified)	Included	Included	Included	Included		
9 - Sandblast existing striping	Included	Included	Included	Included		
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape		
11 - Remove existing concrete V-gutter	Included	Included	Included	Included		
12 - Remove sign in its entirety	Included	Included	Included	Included		
30-39 - Protect-in-Place items as noted	Included	Included	Included	Included		

Bid Evaluation Report

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Demo & Earthwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.		
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 Fopundation & 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		
Overxcavate & recompact area after demo, ready for perimeter concrete curb (by others)	----------	Included	Included	Included		
Include Type 2 sub-base to 95% compaction - thickeness 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		

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Demo & Earthwork	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Standard Demolition**	**Damar Const.**	**Leko Const.**	**Toro Ent.**		
Fine Grading for Sitework	----------	Included	Included	Included		

Export Spoils Stockpiled by Others	----------	$XX / CY	$XX / CY	$XX / CY		
Concrete Footing Spoils, Stuctural	----------	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

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Asphalt Paving & Striping	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Pavinig	Berry Engineering	B&M Contractors
Base Bid	0	35,440	See below	64,950	37,772	49,825
Spec #: 31 2316 - Excavation & Fill Paving	----------	Included	Included	Included	Included	Included
Spec #: 31 2326 - Base Course	----------	Included	Included	Included	Included	Included
Spec #: 32 0117 - Pavement Repair	Included	Included	Included	Included	Included	Included
Spec #: 32 1216 - Asphalt Paving	----------	Included	Included	Included	Included	Included
Spec #: 32 1236 - Seal for Bituminous Surfacing	Included	Included	Included	Included	Included	Included
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
AC Paving						
See Legend on C-002:	No Bid	Included	Included	Included	Included	Included
Eastside of New Building - 3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	----------	Included	Included	Included	Included	Included
Fire Lane, 4" thk (2" Class C2 & 2" Class B) AC Surfacing over 9" thk crushed aggregate base (CAB), per 1/C-702	----------	Included	15,538	Included	Included	Included
Include the Pavement-to-pavement joint detail, 4/C-702	----------	Included	Included	Included	Included	Included
Existing Parking Lot Rework, C-202	----------	Included	Included	Included	Included	Included
Sawcut and removal of existing paving (C-102)	----------	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
Remove, reinstall base & recompact subgrade if unsuitable per 32 01 17,3.02.B	----------	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	----------	Included	27,966	Included	Included	Included
Redwood Header at Grass	----------	Included	Included	Included	Included	Included
Final 2 coat Seal over new paving per specs	----------	2,850	Included	Included	Included	Included
Clean, Re-Seal, Re-Stripe existing Playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded
Striping & Signage		No Bid	No Bid	No Bid	No Bid	No Bid
Existing Parking Lot - Striping Plan C-204	9,275	8,790	10,820	10,820	10,820	10,820
Sandblast existing striping at existing lot per Demo sheet C-102	Included	Included	----------	----------	----------	----------
Installation of new work at Existing Parking Lot:	Included	Included	----------	----------	----------	----------
Standard Parking Spaces - 4" thk white lane per Caltrans Std Plan A20B, detail 27B	Included	Included	----------	----------	----------	----------
Stripe Crosshatch Areas	Included	Included	----------	----------	----------	----------

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Asphalt Paving & Striping	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Pavinig	Berry Engineering	B&M Contractors
Stripe Arrows	Included	Included	----------	----------	----------	----------
Fire Lane Curbs Red - none shown	Included	Included	----------	----------	----------	----------
Accessible Parking Spaces - see A-104	Included	Included	----------	----------	----------	----------
Concrete Wheel Stops at Accessible parking - 32 13 13, 2.01,C.1-3 & 13/A-105	Included	Included	----------	----------	----------	----------
Precast 6' length x 6" ht doweled into paving per detail	Included	Included	----------	----------	----------	----------
Signage - Accessible sign w/ Posts & footing - 1, 9/A-105	Included	Included	----------	----------	----------	----------
		Included	----------	----------	----------	----------
Existing Fire Lane road in front of new Building - FLS Plan G-003	Included	Included	----------	----------	----------	----------
Signage - Fire Access Entrance Signage w/ Post & footing - Sheet Note #5	Included	Included	----------	----------	----------	----------
Signage - New Fire Lane Sign w/ Post & footing - Sheet A-101 & 2/A105 (same as above)	Included	Included	----------	----------	----------	----------
Striping - "Where curb occurs, Paint curb Red to designate Fire Lane" - G-003	Included	Included	----------	----------	----------	----------
Striping - "Fire flush to adjacent surface, paint 'No Parking Fire Lane' w/ Red Lettering" - G-003	Included	Included	----------	----------	----------	----------
Existing Hopscotch, Foursquare, Tetherball adjacent to site RE-Striping - Allowance	1,000	1,000	----------	----------	----------	----------
Existing Main Entry into School - A-101	Included	Included	----------	----------	----------	----------
Signage - New "Tow Away" Sign w/ Post & footing - 7/A-105	Included	500	----------	----------	----------	----------
TOTALS	**0**	**48,580**	**54,324**	**75,770**	**48,592**	**60,645**
Recommendation:	**Amount**					
Onyx Paving	**48,580**					

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Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
Base Bid	176,900	267,864	135,000	See below	145,960	
Spec #: 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included	Included	
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec #: 32 1313 - Site Concrete Work	Included	Included	Included	Included	Included	
Bond Rate (if required)		Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 1%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	90 days	30 Days	30 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
On Site						
Existing Parking Lot Rework, C-202	Included	Included	Included	12,522	Included	
Sawcut and removal of existing site concrete (C-102)	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo	
Remove, reinstall base & recompact subgrade per Note 6, Det 3/C-703	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 12 - Concrete Curb per det 3/C-703	Included	Included	Included	Included	Included	
6" concrete curb w/ (2) #4 bars continuous length of curb	Included	Included	Included	Included	Included	
At New revised Accessible spaces, it is assume use of existing concrete handicap ramps at existing diagonal layout	Qualification	Qualification	Qualification	Qualification	Qualification	
Sandblasting (by demo), Re-Striping (by Striper) will be laid-out to reuse concrete ramps	by Others	by Others	by Others	by Others	by Others	
This subcontractor will install Truncated Domes at existing ramps per A-104 & det 5/A-105, 2 ea 3'x4' min	Excluded	Excluded	Excluded	Excluded	Excluded	
Truncated Domes to be Armor Tile or eqaul perr detail 6/C-703	Excluded	Excluded	Excluded	Excluded	Excluded	
Per SCE Drawings & E sheets:						
Transformer Pad - 2/E-020	Included	10,400	Included	10,400	10,400	
Install concrete-filled steel bollards 2/E-020	Included	2,000	2,000	2,000	2,000	
New Rubber Surfacing at existing playground area adjacent to new building, C-203	Included	Included	Included	22,332	Included	
Note 13 - Concrete Curb per det 9/C-702	Included	Included	Included	Included	Included	
6" wide concrete curb at perimeter of play area	Included	8,400	Included	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	

Bid Evaluation Report

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Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
4" Minimum Base course compacted & ready for rubber surfacing	3,575	3,575	3,575	3,575	3,575	
New handball walls & footings complete adjacent new playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	
Site Concrete Work at New Building:	Included	Included	Included	126,878	Included	
6" thk Concrete Pavment ove 4" crushed aggregate base (CAB), listed on legend C-002 & per 5/C-702(concrete pavement section detail)	Included	Included	Included	Included	Included	
Rebar #4 @ 18" ocew	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	
Site Control Plan C-201	Included	Included	Included	Included	Included	
Note 1 - 6" thk conc pavement over 4" CAB per 5/C-702	Included	Included	Included	Included	Included	
Note 2 - PCC Pavers & Sand Base per 1/C-703	Included	24,700	24,700	Included	Included	
Pavers MFR-None listed	Included	Included	Included	Angelus	Included	
24" wide concrete curb at perimeter of PCC Pavers	Included	2,130	2,130	Included	Included	
6" concrete Sub-Slab w/ #4@18"ocew under pavers	Included	4,940	4,940	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	
Fine Grading prior to your work	Included	Included	Excluded	Excluded	Excluded	
Note 3 - Planter area per Landscape drawings	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	
Note 4 - Regrade & resurface the turf area	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 5 - 60" Mow Strip at Perimeter of New Building - 2/C-703	Included	Included	Included	Included	Included	
New mowstrip is 12" thk Including over 4" CAB compacted to 95%	Included	Included	Included	Included	Included	
Note 6 - Seat Wall/CIP Benches per Architectural drawings, A-103	Included	Included	Included	28,728	Included	
L-Shaped 20', 4 each; Straight 10', 1 each	Included	Included	Included	Included	Included	
Detail 10 & 11/A-105 - 1'6"wide x 1'-6" ht CIP Concrete w/ rebar	Included	Included	Included	Included	Included	
Note 7 - Asphalt Pavement per 1/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 8 - Concrete Pavement to Asphalt Pavement Transition 2/C-702	Included	Included	Included	Included	Included	
Note 9 - New Pavement to existing Pavement Joint - 4/C-702	Included	Included	Included	Included	Included	
Note 10 - AC Pavement thickness transition - 7/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving		
Note 11 - Stairs per Architectural drawings	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	
6/A-105 - Typical CIP stair nosing - extruded aluminum contrasting strip nosing - NO CIP Stairs shown	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	
Note 12 - Concrete Curb 3/C-703	Included	Included	Included	Included	Included	

Bid Evaluation Report

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Site Concrete	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Berry Engineering	
Note 13 - Rubber Mat Curb - 9/C-702	Included	NEED	Included	Included	Included	
Note 14 - Gravity Wall - 7/C-703	Included	Included	Included	Included	Included	
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete	
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	w/ CIP Concrete	(30,000)	w/ CIP Concrete	Excluded	Excluded	
6/S-401 - 1'-0" thk wall, 1'-6" above grade	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete	
Note 16 - Not Used	----------	----------	----------	----------	----------	
Note 17 - Rubber Mat per Architectural drawings	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	
Base for all Site Concrete Paving	Included	Included	Included	Included	Included	
Reinforcing Steel for All Work	Included	12,025	12,025	12,025	12,025	
Control and Expansion Joints / Sealants	Included	Included	Included	Included	Included	
Washout Bins	Included	2,500	2,500	Included	2,500	
Mock-Ups	Included, if reqd	6,000	6,000	5,575	6,000	
SIT.1	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)	
SIT.2	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)	
SIT.4	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	
SIT.7	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)	
TOTALS	**147,475**	**281,534**	**159,870**	**191,035**	**149,460**	**0**
Recommendation:	**Amount**					
B&M Contractors	**147,475**					

Bid Evaluation Report

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Playfield Equipment	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Miracle Playground Equipment / Central Coast Playgrounds**	**Dave Bang Associaties / Miracle Playground**	**SpectraTurf / Miracle Playground**			
Base Bid	See below	See below	See below			
Spec #: 11 6800 - Playfield Equipment and Structures (Not Provided)	Included	Included	Included			
Spec #: 02 88 00 - Playfield Equipment and Structures (RFI#11 Response)	Included	Included	Included			
Bond Rate (if required)	N/A	Not provided	Bond at 1.5%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	90 Days	30 days				
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Playfield Equipment & Structures - Miracle Playgrounds	0	37,210	37,210			
Furnish Modular Units complete FOB Jobsite	Included	Included	Included			
Unloading equipment at jobsite	Included	600	600			
Custom Playground by Miracle Recreation Equipment	Included	Included	Included			
Product spec & cut sheets in RFI#11	Included	Included	Included			
Separate price for Installation:	Included	Included	Included			
Include excavation, layout installation of footings	Included	Included	Included			
Sub provided by Miracle, Central Coast Playgrounds	Included	Included	Included			
Excavate, haul spoils, place embed, install rebar(is this reqd?), place concrete, cleanup	Included	Included	Included			
Footing X: 18" dia x 24" deep	0	8,050	8,050			
Footing Y: 12" dia x 18" deep	0	5,250	5,250			
Footing Z: 20" dia x 42" deep	0	500	500			
Uncrate, separate, install all parts, dispose of empty boxes	0	3,500	3,500			
Playfield Rubber Matting						
Furnish & install complete playground surface as MFR by PlayMax or equal	----------	45,416	42,471			
Demolition Plan C-103, at New Play Area location, remove existing AC Paving	----------	w/ Demo	w/ Demo			
Overxcavate & recompact area after demo	----------	w/ Grading	w/ Grading			

Bid Evaluation Report

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Playfield Equipment	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Miracle Playground Equipment / Central Coast Playgrounds**	**Dave Bang Associaties / Miracle Playground**	**SpectraTurf / Miracle Playground**			
Type 2 sub-base to 95% compaction - thickeness 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

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Landscape & Irrigation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy	Plowboy	Venco Western
Base Bid	29,418	30,500	24,320	46,800	39,600	36,068
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	Included
Drawings: Planting & Irrigation Specs are also Listed on Sheet L-4	Included	Included	Included	Included	Included	Included
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Landscaping & Irrigation:	Included	Included	Included	Included	Included	Included
Demolition Plan C-101, at New Building location	Included	Included	Included	Included	Included	Included
Removal Notes:	Included	Included	Included	Included	Included	Included
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	2,500	2,500	2,500	2,500	2,500	2,500
At New Building per Site Control Plan C-201 & L-1	Included	Included	Included	Included	Included	Included
Note 3 - Planter area per Landscape drawings	Included	Included	Included	Included	Included	Included
Irrigation inside the CIP Planters - L-1	Included	Included	Included	Included	Included	Included
Include tapping into existing mainline for new lines	5,000	5,000	5,000	5,000	5,000	5,000
Sawcut & remove AC paving & put back for access to mainline tap-in	3,000	3,000	3,000	3,000	3,000	3,000
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	Included
Include sleeving as required	Included	Included	Included	Included	Included	Included
New Automatic Controller Assembly - Irritrol, 10/L-3	Included	Included	Included	Included	Included	Included
Include Rain Shut-off Sensor	Included	Included	Included	Included	Included	Included
Include remote control valves & gate valves, 1 & 5/L-3	Included	Included	Included	Included	Included	Included
Include quick couplers, 2/L-3	Included	Included	Included	Included	Included	Included
Include pop-up shrub heads, 4/L-3	Included	Included	Included	Included	Included	Included
Electrical to controller	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical
Landscaping inside the CIP Planters - L-2	Included	Included	Included	Included	Included	Included
Trees - 24" box, including Staking per 3/L-3	Included	Included	Included	Included	Included	Included
Shrubs - 1 & 5 gallon	Included	Included	Included	Included	Included	Included
Vines - 15 gallon	Included	Included	Included	Included	Included	Included
Ground Cover	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640
90 Day Maintenance	Included	Included	Included	Included	Included	Included

Bid Evaluation Report

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Landscape & Irrigation	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**Advanced Land. 2000**	**Cascade Sprinklers**	**Dufau Landscape**	**Hardy**	**Plowboy**	**Venco Western**
(1) Year Warranty	Included	Included	Included	Included	Included	Included
Spoils Removal	200	200	200	200	200	200
Move-Ins (2)	1,500	1,500	1,500	1,500	1,500	1,500
Existing Parking Lot Rework, C-202	5,000	5,000	5,000	5,000	5,000	5,000
Removal & reinstallation of Irrigation at Demoed areas	Included	Included	Included	Included	Included	Included
Removal & reinstallation of Planting at Demoed areas	Included	Included	Included	Included	Included	Included
Existing Grass Field	35,185	35,185	35,185	35,185	35,185	35,185
Modify existing Irrigation at grass playfield for trailer/laydown area	Included	Included	Included	Included	Included	Included
Geofabric over the grass, rock surface as base during operations	Included	Included	Included	Included	Included	Included
Removal of rock & geofabric at project completion	Included	Included	Included	Included	Included	Included
Regrade, fine grade ready for new grass at laydown area	Included	Included	Included	Included	Included	Included
Rework & start-up existing Irrigation heads	Included	Included	Included	Included	Included	Included
Reinstallation of Grass Planting, hydroseed, at laydown area	Included	Included	Included	Included	Included	Included
TOTALS	**86,443**	**87,525**	**81,345**	**103,825**	**96,625**	**93,093**
Recommendation:	**Amount**					
Dufau Landscape	**81,345**					

Bid Evaluation Report

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Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Suttles Plumbing	Toro Ent.
Base Bid	217,229	See below	200,390	See below	245,000	
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included	Included	
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec #: 33 1100 - Site Water Distribution Utilities	Included	Included	Included	Included	Included	
Spec #: 33 3000 - Site Sanitary Sewer Utilities	Included	Included	Included	Included	Included	
Spec #: 33 4000 - Storm Drainage Utilities	Included	Included	Included	Included	Included	
Bond Rate (if required)	Not listed	Not listed	Not listed	Not listed	Bond @1.44%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 days	30 days	30 days	30 days	30 days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Site Utilities	Included	Included	Included	Included	Included	
Utility Location (C Below)	2,500	2,500	2,500	2,500	2,500	
Cutting and Capping of Existing Utilities	Included	Included	Included	Included	Included	
Layout and Trenching	Included	Included	Included	Included	Included	
Sawcuting & removal of surface for New Utilities	3,584	3,584	3,584	3,584	3,584	
Traffic Control	Included	Included	Included	Included	Included	
Traffic Rated Trench Plates	Included	Included	Included	Included	Included	
Temp Asphalt Patching	2,048	2,048	2,048	2,048	2,048	
Excavation Spoils Stockpile	Included	Included	Included	Included	Included	
Pressure Test and Flush System	Included	Included	Included	Included	Included	
Sewer	Included	75,865	Included	21,452	Included	
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 20 - Install SDR-353 Sanitary Sewer line per 4/C-701	Included	Included	Included	Included	Included	
Note 21 - Connect to bldg sanitary sewer	Included	Included	Included	Included	Included	
Note 22 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 23 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	
Note 24 - Connect to onsite main line per 2/C-701	Included	Included	Included	Included	Included	
Note 25 - House connection perr APWA Std Plan 222-2	Included	Included	Included	Included	Included	
Storm Drain	Included	173,320	Included	143,618	Included	
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 1 - Install SDR-35 storm drain line per 4/C-701	Included	Included	Included	Included	Included	
Note 2 - Construct 12"x12" catch basin per 6/C-701	Included	Included	Included	Included	Included	
Note 3 - Connect to existing onsite main line per 2/C-701	Included	Included	Included	Included	Included	

Bid Evaluation Report

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Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Suttles Plumbing	Toro Ent.
Note 4 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	
Note 5 - Install Atrium grate NDS 1280 & catch basin 1200 or equal	Included	Included	Included	Included	Included	
Note 6 - Connect to on-site main line per 2/C-702	Included	Included	Included	Included	Included	
Note 7 - Connect to bldg storm drain lline	Included	Included	Included	Included	Included	
Note 8 - Install SDR-21 storm drain line per 4/C-701	Included	Included	Included	Included	Included	
Note 9 - Install French Drain per 2/C-704	Included	Included	Included	Included	Included	
Other: Trench Drain concrete basin per 4/S-400A	Included	Included	Included	Included	Included	
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402	Included	Included	Included	Included	Included	
Water	Included	64,295	Included	33,353	Included	
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 30 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 31 - Install 4" Double Check Detector Backflow Preventer Assembly with Fire Department Connection per 3/C-701, Ames 3000 SS OS&Y w/ Tamper Switches connected to Fire Alarm	Included	Included	Included	Included	Included	
Note 32 - Install AWWA C900 PVC pressure Class 200 Water line per 4/C-701	Included	Included	Included	Included	Included	
Note 33 - Install concrete thrust block per 4/C-703	Included	Included	Included	Included	Included	
Note 34 - Connect to bldg Fire Water connection	Included	Included	Included	Included	Included	
Note 35 - Connect to building Domestic Water connection	Included	Included	Included	Included	Included	
Note 36 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 37 - Install Gate valve per 5/C-701	Included	Included	Included	Included	Included	
Note 38 - Fire Department Connection per 1/C-704	Included	Included	Included	Included	Included	
Note 39 - Connect to onsite main water line	Included	Included	Included	Included	Included	
Includes:	Included	Included	Included	Included	Included	
Sawcuting for New Utilities	Included	Included	Included	Included	Included	
Excavation, compact bottom, sand shading, install pipe, backfill, compaction of trench	Included	Included	Included	Included	Included	
Base Pave Trenches	Included	Included	Included	Included	Included	
Overlay trench with new AC Paving section	Included	Included	Included	Included	Included	
Lane Closure/Traffic Control	Included	Included	Included	Included	Included	
Water Line for Irrigation inside the CIP Planters - L-1 (not clearly indicated on C sheets)	2,500	2,500	2,500	2,500	2,500	
Include tapping into existing mainline for new lines	Included	Included	Included	Included	Included	
Sawcut & remove AC paving & put back for access to mainline tap-in	Included	Included	Included	Included	Included	

Bid Evaluation Report

BERNARDS
BUILDERS • MANAGEMENT SERVICES

Site Utilities	Marshall Classroom Building				Job Number	1641
					Bid Date	6/7/2017
	Subcontractors				Date Printed	7/27/2017
Description	**BSN Construction**	**J. Vega Engineering**	**HPS Mechanical**	**Sam Hill & Sons**	**Suttles Plumbing**	**Toro Ent.**
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	
Other:						
FDC Bollards & Footings (include if not shown)	1,000	1,000	1,000	1,000	1,000	
POC Flanged into FS min 24" aff room by this sub - 1/FP-02	Included	Included	Included	Included	Included	
Gas						
NOT SHOWN on Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Gas Lines per Plumbing Sheets	Included	Included	Included	Included	Included	
Connect to existing Gas Line onsite - Not Shown	See Allowance	See Allowance	See Allowance	See Allowance	See Allowance	
TOTALS	**228,861**	**325,112**	**212,022**	**210,055**	**256,632**	**0**
Recommendation:	**Amount**					
Sam Hill & Sons	**210,055**					

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Amendment No. 002 to Agreement #16-249 for Perkins Eastman Dougherty to provide additional Architectural Services for the McKinna Elementary School Reconstruction Project (Penanhoat/CFW)

At the March 15, 2017 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #16-249 with Perkins Eastman Dougherty to provide Architectural Services to complete the design for the McKinna Elementary School Reconstruction Project.

Amendment No. 002 and the attached proposal received from Perkins Eastman Dougherty is to provide additional professional services needed to address design changes and modifications required to complete necessary trash enclosure relocation and reconfiguration per District's request, cladding material substitution redesign proposed by the contractor, kitchen modifications and design changes needed during construction. Amendment No. 002 also includes the preparation of associated CCD(s), coordination of review process with DSA, and obtaining any required DSA approval(s).

FISCAL IMPACT:

Seventy-Three Thousand Seven Hundred Forty-Five Dollars and Zero Cents ($73,745.00) to be paid to Perkins Eastman Dougherty under Board approved Master Agreement #16-249 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 Six-month update.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees ratify Amendment No. 002 to Agreement #16-249 with Perkins Eastman Dougherty, for additional architectural and professional services for the McKinna Elementary School Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: Amendment #002 (2 Pages)
Proposal (4 Pages)
Agreement #16-249 - Perkins Eastman Dougherty (106 Pages)

Amendment No. 002 to Architect Services Agreement #16-249

The Architect Services Agreement ("Agreement") entered into on March 15, 2017, by and between the Oxnard School District ("District") and Perkins Eastman Dougherty, ("Architect"), is hereby amended by the parties as set forth in this Amendment No. 002 to the Architectural Services Agreement ("Amendment") that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for the McKinna Elementary School Reconstruction Project ("Project") for the District's Facilities Implementation Plan;

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the McKinna Elementary School Reconstruction Project;

WHEREAS, upon consideration of the proposed modifications to the plans and specifications, the timing of those modifications, the District requires amending the scope of work of Perkins Eastman Dougherty to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

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

AMENDMENT

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.2.3 Additional Compensation for McKinna Elementary School Reconstruction Project revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and attached proposal thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Project. In consideration for the

amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

A. Seventy- Three Thousand Seven Hundred Forty- Five Dollars and Zero Cents ($73,745.00) for Amendment No. 002 and the attached proposal received from Perkins Eastman Dougherty to provide additional professional services to address design changes requested by the District, along with the coordination and design modifications required due to substitutions proposed by the contractor to meet allowance limitations. Furthermore, the requested modifications are Trash Enclosure revisions, Cladding Material Substitution redesign, Kitchen modifications and design changes during construction. Also included in this Amendment No. 2 are the preparation of CCDs, coordinating and managing the DSA review process, and obtaining DSA approval.

The total sum for the additional services total:
Seventy- Three Thousand Seven Hundred Forty- Five Dollars and Zero Cents ($73,745.00)

The Parties agree that the work identified herein constitutes all the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on March 15, 2017 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 002 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____ _____
Lisa A. Franz, Director, Purchasing Date:

PERKINS EASTMAN DOUGHERTY:

By: _____ _____
Brian Dougherty, Principal Date:

PERKINS EASTMAN Dougherty

April 26, 2019

Mr. Scott Burkett
Senior Vice President
Caldwell Flores Winters
1901 South Victoria Ave., Suite 106
Oxnard, California 93035

Re: **Proposal for Additional Services 2**
Project Name: **McKinna Elementary School Reconstruction**
Project Number: 75110.00.0

Dear Mr. Burkett:

Thank you for the opportunity to submit this proposal to provide additional services for this project. These services are necessary to address design changes requested by the District, along with coordination and design modifications required due to substitutions proposed by Bernards to meet allowance limitations in the construction agreement.

Perkins Eastman
Architects DPC

3194 D Airport Loop Drive
Costa Mesa, CA 92626
+1.714.427.0277

PERKINSEASTMAN.COM

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Washington DC

Project Scope

The scope of the requested modifications are as follows:

Task 1: Trash Enclosure Revision

Trash enclosure area modifications requested by the District

- Resize the trash enclosure to support additional bins and barrels
- Modify trash enclosure door design
- Relocate the trash enclosure for alley access
- Revise fencing to accommodate new enclosure location and vehicular access
- Resubmit and obtain Fire Authority approval on the revised design
- District may reconsider food service truck delivery in the grass area behind the MPR; Adjustments resulting from final decision are not included in this proposal but may be added as a separate authorization

Task 2: Cladding Material Substitution Redesign

Cladding material review and revisions necessary to meet construction budget allowances

- Review of exterior details for conflicts with designed system
- Redesign of the MPR feature wall and soffit
- Revision of the light fixture mounting detail to accommodate recessed lighting in the substituted material
- Redesign of receptions desks with alternate materials

PERKINS EASTMAN Dougherty

Task 3: Kitchen Modifications requested by the District

Modifications

- Ceiling revisions
- Health department resubmittal
- Milk cooler modification

Task 4: Design Changes during Construction requested by the District

Changes during construction

- MPR flooring substitution
- MPR glazing substitution
- Piano lab coordination
- Hand dryers substitution for student restrooms
- Classroom upper cabinet investigation and removal
- Additional AV drops in classrooms
- Building 4 IDF investigation and relocation
- Kitchen delivery door modifications: eye port & door bell

Professional Services

Professional services anticipated to be required are as follows:

- Field observation of existing conditions.
- Design and documentation of modifications.
- Processing and approval of revisions as required through DSA and the Health Department. Tasks 1 and 2 scope will be packaged and submitted to DSA as CCDs for the current Application Number. Some elements of Task 4 will also be submitted to DSA as CCDs for the current Application. Task 3 will be resubmitted to the Health Department for review.

Project Schedule

Parts of these additional services will require DSA review and Fire Access review. CCDs will be prepared and submitted to DSA within a month from the date of the agreement for these services, along with a fire access plan submittal in the same time frame.

PERKINS EASTMAN Dougherty

Professional Fees

We proposed to provide the services to support the scope noted above for the professional service fee of **$73,745.00 (seventy three thousand seven hundred and forty five)** as outlined below:

Task 1: Trash Enclosure Revision Enclosure relocation and redesign	$26,700.00
Task 2: Cladding Material Substitution Redesign Investigation, verification, and coordination	$18,500.00
Task 3: Kitchen Modifications	$3,000.00
Task 4: Design Changes During Construction	$25,545.00
Total Fee Adjustment	**$73,745.00**

Fees shall be invoiced monthly based on percentage of completion for each task.

General Assumptions

- Processing of additional plan review through the City of Oxnard including approvals of off-site work is not anticipated or included.
- Scope of work and services do not anticipate additional impacts to the existing design or constructed work. Services required to accommodate asbuilt conditions or sequencing proposed by the contractor that may impact the required modifications outlined above may require reassessment of proposed fees.
- Any additional DSA fees shall be paid for by the District.

Terms and Conditions

Terms and conditions not identified above shall be per the Agreement for Architectural Services #16-249 dated March 15, 2017. Services outlined above are anticipated to be authorized as an Amendment to that Agreement with the same terms and conditions.

PERKINS EASTMAN Dougherty

We welcome this opportunity to continue to serve the needs of the Oxnard School District on this very important project and look forward to a successful continuing relationship. If you have any questions about this proposal please don't hesitate to contact us at your earliest convenience.

Sincerely,

Diego Matzkin, AIA, LEED AP
Associate Principal

Cc: Brian Dougherty, FAIA, LEED AP

OSD AGREEMENT #16-249

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

Dougherty Architects

AND

OXNARD SCHOOL DISTRICT

March 15th 2017

FOR

McKinna Elementary School Reconstruction Project

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (**"Agreement"**) is entered into on this **15th day** of **March, 2017** by and between **Dougherty**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the **"Architect"**), with a business address at **3194 D Airport Loop Drive, Costa Mesa, California 92626** and the Oxnard School District, a California public school district (**"District"**), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **March 15th, 2017**. District and Architect are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the **"Project"**) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District's Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District's staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1
GENERAL PROVISIONS

1.1 DEFINITIONS. When used in this Agreement, the following terms shall have the meanings set forth below:

1.1.1 "Addendum" shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

1.1.2 "Additional Services" shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

1.1.3 "Agreement" shall mean this document and all its identified exhibits, attachments and amendments.

1.1.4 "Architect" shall mean the architectural firm listed in the first paragraph of this Agreement.

1.1.5 "Architect Consultant" shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect's sole expense, pursuant to prior approval from the District, to provide Services for the Project.

1.1.6 "Architect's Supplemental Instruction" or **"ASI"** shall mean a small set of drawings which better explains the intent of the design of a building or structure

1.1.7 "As-Built Documents" shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

1.1.8 "As-Built Drawings" shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

1.1.9 "Basic Fee" shall mean the compensation provided to the Architect for providing Basic Services.

1.1.10 "Basic Services" shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

1.1.11 "Bid" shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

1.1.12 "Bid Set" shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

1.1.13 "Bidder" shall mean the person or entity submitting a Bid.

1.1.14 "BIM" or "Building Information Modeling" shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

1.1.15 "CDE" shall mean the California Department of Education.

1.1.16 "Change Order" or **"CO"** shall mean a written document between the District and the Contractor that is signed the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

1.1.17 "Change Order Request" or **"COR"** shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

1.1.18 "CHPS" shall mean Collaborative for High Performance Schools.

1.1.19 "Construction Budget" shall mean the Construction Cost, established by the District representative, of the documents and specifications prepared by or under the direction of the Architect, as amended by agreement of the parties during any subsequent phase.

1.1.20 "Construction Cost" shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

1.1.21 "Construction Documents" shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

1.1.22 "Construction Manager" shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

1.1.23 "Construction Document Phase" shall have the meaning set forth in Exhibit B.

1.1.24 "Construction Phase(s)" shall mean individual construction contract packages that are bid separately.

1.1.25 "Constructability Review" shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

1.1.26 "Contractor" shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

1.1.27 "Contractor Payment Application" shall mean a Contractor's written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

1.1.28 "Design Bid Build" shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

1.1.29 "Design Development Phase" shall have the meaning set forth in Exhibit B.

1.1.30 "District" shall mean the Oxnard School District.

1.1.31 "District Design Standards" shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.

1.1.32 "District's Representative" shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.

1.1.33 "DSA" shall mean the Division of the State Architect of the State of California.

1.1.34 "DSA Record Set" shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.

1.1.35 "Educational Specifications" shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.

1.1.36 "Funding Consultant" shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.

1.1.37 "Guaranteed Maximum Price" or "GMP" shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the "Estimated GMP" and the "Final GMP".

1.1.38 "Inspector of Record" or **"IOR"** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.

1.1.39 "Lease-Leaseback" shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.

1.1.40 "LEED" shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.

1.1.41 "Modernization/New Construction" shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.

1.1.42 "MOU" shall mean a memorandum of understanding.

1.1.43 "Notice of Completion" or **"NOC"** shall mean the legal notice filed with the County Recorder after completion of construction project.

1.1.44 "OPSC" shall mean the Office of Public School Construction of the State of California.

1.1.45 "Phase" when used without the word "Construction" shall mean the various phases of architectural work described in this Agreement.

1.1.46 "Potential Change Order" or **"PCO"** shall mean is a written document before it has been approved and effected by the contractor and owner.

1.1.47 "Principal(s)" shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

1.1.48 "Project" shall mean the project described hereinafter in Section 3.

1.1.49 "Project Budget" shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

1.1.50 "Project Director" shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect's behalf in connection herewith.

1.1.51 "Project Manager" shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

1.1.52 "Project Schedule" shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

1.1.53 "Prolog" shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

1.1.54 "Request for Information" or **"RFI"** shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

1.1.55 "SAB" shall mean the State Allocation Board of the State of California.

1.1.56 "Schematic Design Phase" shall have the meaning set forth in Exhibit B.

1.1.57 "Services" shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

1.1.58 "SWPPP" shall mean Storm Water Prevention and Pollution Plan.

1.1.59 "Time Impact Analysis" or **"TIA"** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2
EMPLOYMENT OF ARCHITECT

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES. The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3
THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

SECTION 4
SERVICES

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit C**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during

specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 Cooperation with District and Other Consultants. The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

4.2.5 Project Management Software. The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit C** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

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4.2.8 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

4.2.9 Independent Cost Estimates. The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

4.2.10 Inspection of Records; Familiarity with Site and Project. The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.11 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.12 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.13 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and

equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.14 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals** and permits.

4.2.15 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.15.1 Changes Required to Meet Construction Budget. If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits C & D.**

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design or (iii) necessary to comply with applicable laws, rules, or regulations.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

SECTION 5
ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

One Million Six Hundred Thousand Dollars and No Cents ($1,600,000.00)

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibits C & D**, and approval of invoices satisfactory to the District , in amounts not to exceed the percentages for each Phase as set forth in the following Table:

	Architectural Phases	
1	Project Initiation Phase	2.0%
2	Development of Architectural Program	2.0%
3	Schematic Design Phase	10.0%
4	Design Development Phase	17.0%
5	Construction Documents Phase	40.0%
6	Bidding Phase	2.5%
7	Construction Phase	20.0%
8	Project Close Out Phase	6.5%
Total Basic Fee		100.0%

5.1.1.1 Invoices. Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction

administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit C**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee.:

5.4.2.1 Travel and Mileage. Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit C**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted

FINAL INVOICE FOR THE MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION PROJECT. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6
DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly,

but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

6.2.2 Assignment for the benefit of creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 Failure to Cooperate with DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

6.2.8 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 Disregard of District Authority or Direction. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2.2.3 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect my terminate upon thirty (30) days notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7
DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

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7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

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7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit C** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction "punch list" items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District's failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District's Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8
PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit C** during each Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that

this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9
PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all

Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other

works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11
INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION.INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.1.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and

11.1.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful

misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.

11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent caused by the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.1.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence for bodily injury, personal injury and property damage/$4,000,000 annual aggregate.

11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of $1,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than $2,000,000 per claim and $2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than $1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

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

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of $100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12
DISPUTE RESOLUTION

12 RESOLUTION OF CLAIMS. Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the **"Claims Resolution Process"** set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a **"Claim"** shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of San Diego, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events. Notwithstanding the foregoing, the District shall not be able to commence or assert a claim beyond the applicable statute of limitations.

12.3 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of

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Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of San Diego to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of San Diego. The Architect hereby submits to the jurisdiction of said court.

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12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13
NOTICES

13 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Oxnard School District
Att: Cesar Morales – Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

Dougherty Architects
Att: Brian Dougherty - Principal
3194 D Airport Loop Dr.
Costa Mesa, CA 92626

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

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14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultants to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars ($5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15
MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

15.2 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in San Diego County.

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15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: _____
Brian Dougherty

Title: _____
Principal

Date: 4.1.17

District

By: Lisa A. Franz
XXXXXXXXXXX **Lisa A. Franz**

Title: _____
XXXXXXXXXXX **Director, Purchasing**

Date: 4-11-17

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EXHIBIT "A"

REQUEST FOR PROPOSAL

CFW
Planning and Financing Better Schools for California Students

Date: February 3, 2017

To: Brian Dougherty
Dougherty + Dougherty Architects, LLP
3194 D Airport Loop Drive
Costa Mesa, CA 92626

From: Jeremy Cogan, Assistant Vice President
CFW, Inc.

Subject: Architect Selection Package for McKinna Reconstruction Project

---

Dear Mr. Dougherty,

The Board of Trustees of the Oxnard School District adopted a Master Construct and Implementation Program on January 18, 2017, including a proposed project plan for the **Reconstruction of McKinna Elementary** (the "Project"). The Board has approved the project's budget and schedule and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architecture Services for the Reconstruction of McKinna Elementary.

The project consists of a complete reconstruction of the McKinna campus with an entirely new set of facilities, built according to modern State code, District specifications, 21st century educational program requirements, and to a 750-student capacity. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. Conceptually, the new school would be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. The new facility will be accessed from a new parking and drop-off provided at "N" Street. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

At this time, we anticipate that the Project's design phase would commence in March 2017 and be submitted to the Division of the State Architect (DSA) in August 2017. DSA review of plans would begin

immediately thereafter, with approvals secured for construction to begin in April 2018. The project budget was approved by the Board upon adoption in January 2017 of the Master Construct and Implementation Program with an estimated Guaranteed Maximum Price of $22,938,546 and a total "all-in" cost of $31,036,798 in current dollars.

A process for assigning a qualified architectural firm to this specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. Please review the attached Request for Architectural Services and submit your response by **1:00 p.m. PDT on Friday February 17, 2017** in PDF format, via email to: Jeremy Cogan, Assistant Vice President, Caldwell Flores Winters, Inc. at jcogan@cfwinc.com.

If you have any questions, please direct them to Jeremy Cogan, CFW at (323) 543-8317.

Sincerely,

Caldwell Flores Winters, Inc.

Oxnard School District

Architect Selection Package

Reconstruction of McKinna Elementary

Prepared by:

CFW

Planning and Financing Better Schools for California Students

6425 CHRISTIE AVENUE, SUITE 270
EMERYVILLE, CA 94608
(510) 596-8170

815 COLORADO BLVD, SUITE 200
LOS ANGELES, CA 94608
(323) 543-8317

1901 S. VICTORIA AVENUE, SUITE 106
OXNARD, CA 93035
(805) 252-0370

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OXNARD SCHOOL DISTRICT

ARCHITECT SELECTION PACKAGE

I. PROJECT DESCRIPTION: DESIGN & RECONSTRUCT MCKINNA K-5 SCHOOL

ORIENTATION

McKinna Elementary School, located at 1611 South "J" Street, is a 9.5-acre school site, constructed in 1954. The McKinna school site is bounded by South "J" Street on the east and South "N" Street on the west. Residential homes back up to alleyways that run along the property to the north and south. The school operated a Kindergarten through fifth grade education program during the 2015-2016 school year with 17 permanent and 14 portable classrooms housing 713 students. All existing facilities on the site are located on the east half of the property, along South "J" Street.

PROJECT REQUIREMENTS

The District's 2012 Facilities Master Plan (FMP) assessed McKinna Elementary as needing extensive modernization throughout its administration building, kindergarten facilities, classrooms, MPR/food service facility, and support spaces. Improvements to technology infrastructure, playfields, and vehicular areas were also recommended. The total cost per the FMP for McKinna's modernization was estimated at $20.8 million in 2012 dollars. This finding was recognized by the 2016 Master Construct Program, as well as the Master Construct and Implementation Program adopted by the Board in January 2017, which instead directs the construction of a new facility based on the Board's adopted specifications estimated to be $31.1 million in current dollars estimated during the 2016-17 fiscal year.

The new school will be designed as a 750-student K-5 school by State loading standards, and include a 31-classroom campus with library, administration space, multipurpose room, playfields, hard courts, and support spaces. The new school will be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. The new facility may be accessed from a new parking and drop-off provided at "N" Street. Once completed, the older structures are to be demolished and new play fields and remaining support facilities will be constructed in their place.

The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project which is further described in a later section. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than August 2017. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence by April 2018 and work on the new school facilities is expected to be substantially complete in time for the 2019 – 2020 school year.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully

constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the McKinna site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new McKinna elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

McKinna is among the oldest schools in the District and is an integral part of the Oxnard community. The design team should be thoroughly familiar with the K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the McKinna K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

The K-5 McKinna School has an educational focus on Multimedia, described in an electronic brochure at the following link: McKinna Multimedia eBrochure. Students participate in project based learning experiences with an emphasis on producing Multimedia projects that provide hands-on applications of core curriculum subject matter. Every student and teacher at the school is issued an iPad for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new McKinna facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood

- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the McKinna community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the "all-in" project cost discussed in the Master Budget.

SITE MAP & CONFIGURATION GUIDELINES

Most of the current campus building mass is situated along the eastern half of the site and thus permits construction of new facilities to take place on the western half. Once the new campus is complete, demolition of the old campus will accommodate playfields on the remaining half of the site. Design teams are encouraged to explore configuration options that promote setbacks from the north and south property lines to reduce the impact of building massing on nearby homes.

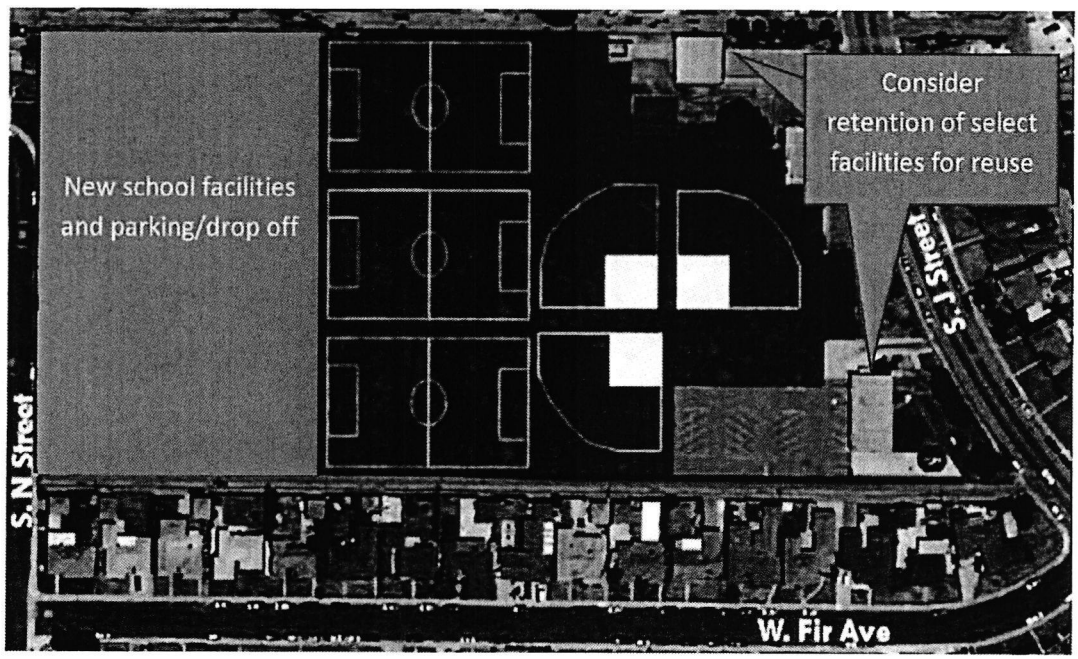
The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should work closely with CFW and the District, to identify the best "re-use" of previously approved designs, as well as currently existing facilities, as appropriate, to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space.

No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities throughout the District. As such, the existing site may also be used as interim housing for additional school replacement projects for nearby schools as may be determined by the Board.

At conclusion of the project and/or conclusion of use of existing facilities for interim housing, a limited portion of existing facilities and parking along South "J" Street may be retained for further reuse by the District for other programs (e.g. early childhood development). The selected Firm will be expected to coordinate their site development plans (e.g. utility connections) to anticipate select reuse of existing facilities, as well as incorporate demolition plans that clearly delineate facilities being retained, however the further reuse of the existing facilities is being undertaken with District forces and is not a part of the project budget. This effort will be closely coordinated with the District, including input from the selected design team organized by CFW.

EXISTING CONFIGURATION OF MCKINNA

CONCEPTUAL CONFIGURATION OF MCKINNA



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APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications below reflect the Board approved Educational Specifications, adjusted with additional classrooms to accommodate the 750-student capacity for the McKinna project per the Master Construct and Implementation Program and should be addressed in the proposed design.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	25	24,000
Kindergarten	1,120	4	4,480
Special Ed/RSP/Speech	960	2	1,920
Teaching Space (Total Sq. Ft.)			**30,400**
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			**450**
Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			**760**
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			**3,005**

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			**2,700**
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			**6,250**
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200
TOTAL CLASSROOMS		**31**	
TOTAL BUILT AREA (SQ. FT.)			**49,765**

II. MASTER BUDGET, TIMELINE, & SCHEDULE

SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is $22,938,546, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified below include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is $31,082,302 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including demolition and site work.

McKinna Elementary School Reconstruction	Net Total	Unit	Budget
Teaching Space (27 classrooms and 4 Kindergarten)	30,400	sf	
Teaching Support (RSP, speech, psychologist, flex office)	450	sf	
Kindergarten Support (workroom, toilets, storage)	760	sf	
Administrative Space	3,005	sf	
Library and Resource Center	2,700	sf	
Multipurpose Facility	6,250	sf	
Lunch Shelter	2,800	sf	
Kindergarten Shade Structure	1,200	sf	
Restrooms	2,200	sf	
Specification Subtotal	49,765	sf	
Building Support & Circulation (18%)	8,958	sf	
Electrical, mechanical, custodial, storage, etc			
Stairways, elevator, covered corridors			
Building Total	58,723	sf	
Site work, including playfields and parking			
Demolition of existing campus			
General Conditions and Requirements			
Contractor's Bond, CCIP, Risk, and Insurance			
Contractor's Fee and Overhead, Construction Contingency			
Total Hard Costs / GMP Value			**$22,938,546**
Soft Costs			
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)			
Professional Services (e.g. architect/engineering/other consulting fees)			
Agency fees, Inspection (IOR)			
Environmental, Legal			
Project Contingency			
Other (e.g. preliminary testing, energy analysis, misc.)			
Total Soft Costs			**$8,098,252**
"All-in" budget			**$31,036,798**

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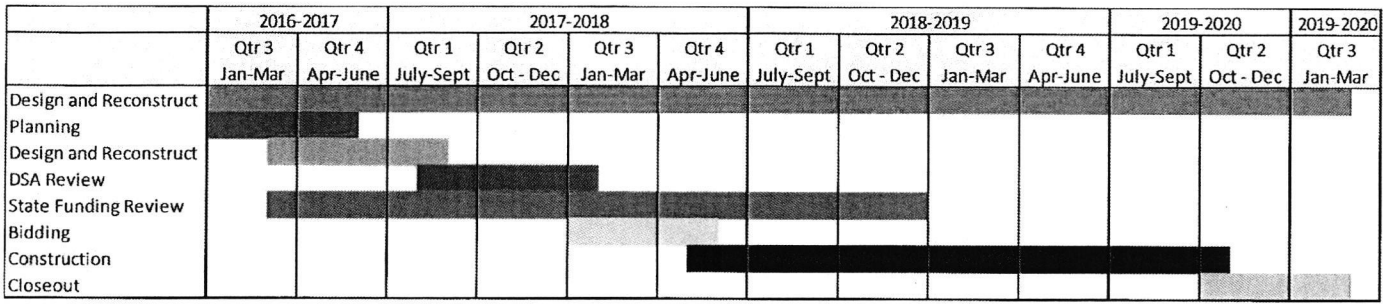
SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.



Design & Reconstruct McKinna K-5 School:

- DSA Submittal: August, 2017
- Start Construction: April, 2018
- End Construction: October, 2019

III. METHOD OF SELECTION

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for the McKinna Reconstruction Project. Any decision will not affect future opportunities with the Oxnard School District. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations will be notified of the opportunity for a site visit. CFW will organize a single tour of the McKinna site for all interested teams. Please do not visit the site without coordinating with CFW.

Once the proposal deadline has passed, the District, via its program manager, will begin arranging interviews with firms that have submitted a complete and germane response that can be built to budget. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed "re-use" design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted with the highest ranked firm(s). Design teams must coordinate in advance a potential site visit at each proposed "re-use" site with the site staff and district facilities department as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

SELECTION SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project selection package sent to prequalified firms: **February 3, 2017**
- Participating teams notify CFW of their intent to provide a proposal: **February 6, 2017**
- Responses due: **February 17, 2017**, by 1:00 PM
- Review of submittals and interviews completed: **Week of February 20, 2017**

  (tour may be requested of site proposed for "re-use")
- Recommended selection announced: **Week of February 27, 2017**
- Board action on recommended firm and execution of contract: **March 15, 2017 or thereafter**

The District reserves the right to modify the above schedule at its sole discretion.

SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the firm's conceptual understanding of the project and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components. In addition, the proposal should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project as referenced in the Project Description.
2. Detailed summary of 2-3 proposed "re-use" projects, indicating whether an entire project, or a combination of several projects are best-suited to be "re-used" for the McKinna project. Project summaries should include:
   a. Narrative of "lessons learned" from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project;
   b. Design firms should be prepared to present and review complete DSA approved plan sets for projects identified in item 2 above;
   c. Discuss the complexities of "re-use" and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design;
   d. Design firms must prearrange a site visit to review completed site(s) as identified in item 2 above, to be toured upon further request by the District and CFW.
3. Provide any recommendations that improve the functionality and effectiveness of the project, particularly with regard to delivering the proposed educational program.
4. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the Project.

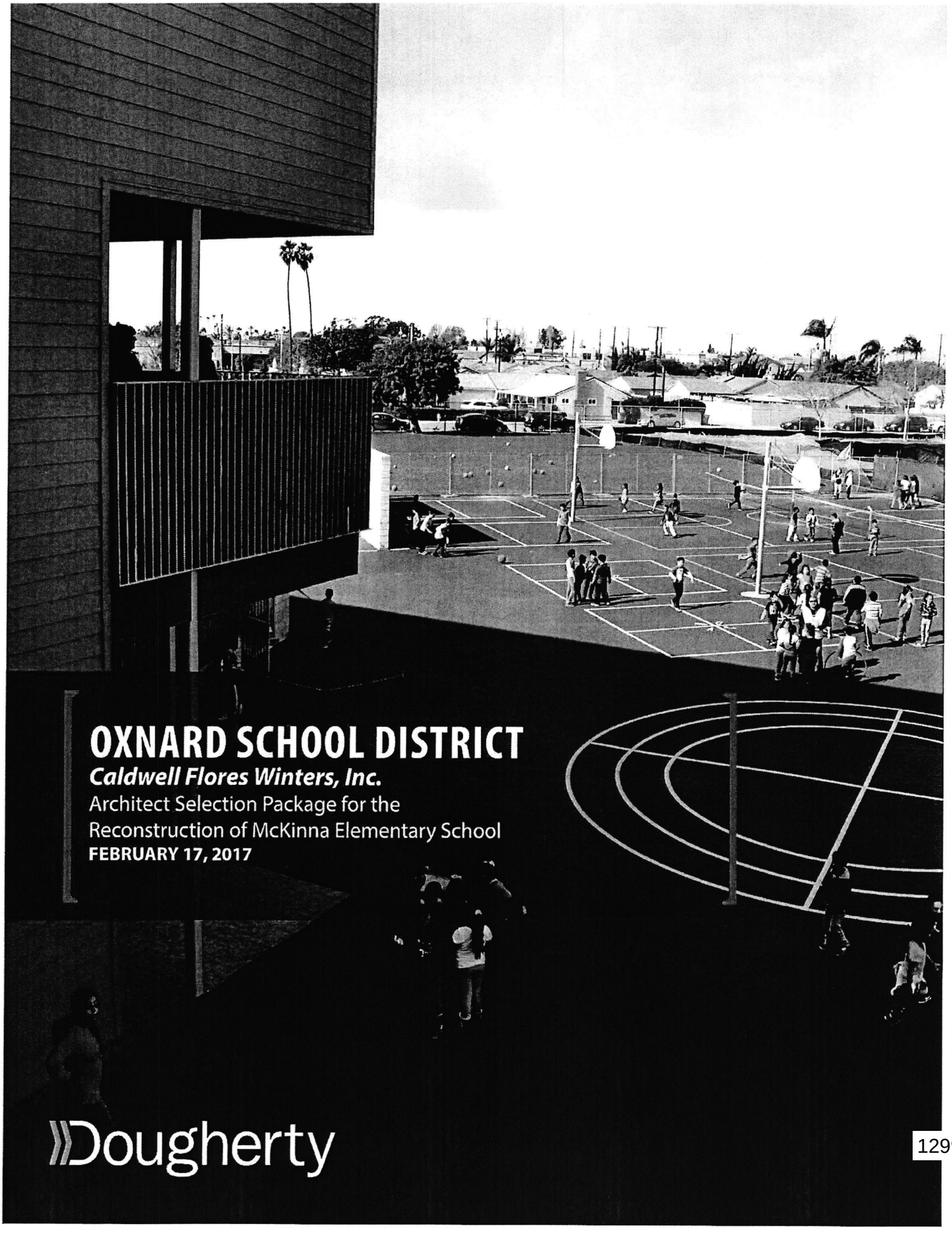
5. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.
6. Discuss the role of the Firm's proposed assigned personnel, the strengths and experience they bring to the project, and their level of participation to be expected on the project.
7. Provide a line item conceptual cost estimate for the firm's proposed design concepts. A grand total cost should be provided as a basis for comparison with the "all-in" project budget that integrates hard and soft costs. The estimate should include:
    a. Your understanding of project details by component, unit, and unit cost in a table format; including a detailed construction cost and schedule analysis. See "Attachment B" – Cost Comparison Sheet;
    b. Adequate notation specifying significant assumptions of the cost estimate;
    c. A separate line item identifying the cost for FF&E;
    d. Values in current dollars only—do not escalate your estimates; and
    e. Written comments, if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in a format that maintains compatibility with Microsoft Excel.

Limit response to no more than 30 single sided (15 double-sided) 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the "re-use" proposals for the Project (maximum of 4 pages of drawings per proposed "re-use" project site). Firms are requested to submit their response within a single file in PDF format (plus Attachment B returned in Excel format) via email (use of could-based services like DropBox or similar service for large file transmittal is acceptable) to Jeremy Cogan at jcogan@cfwinc.com by no later than 1:00 PM PDT, February 17, 2017.

Multiple hard copies of the proposals will be requested and required at the time of interview.

EXHIBIT "B"

DOUGHERTY ARCHITECTS PROPOSAL



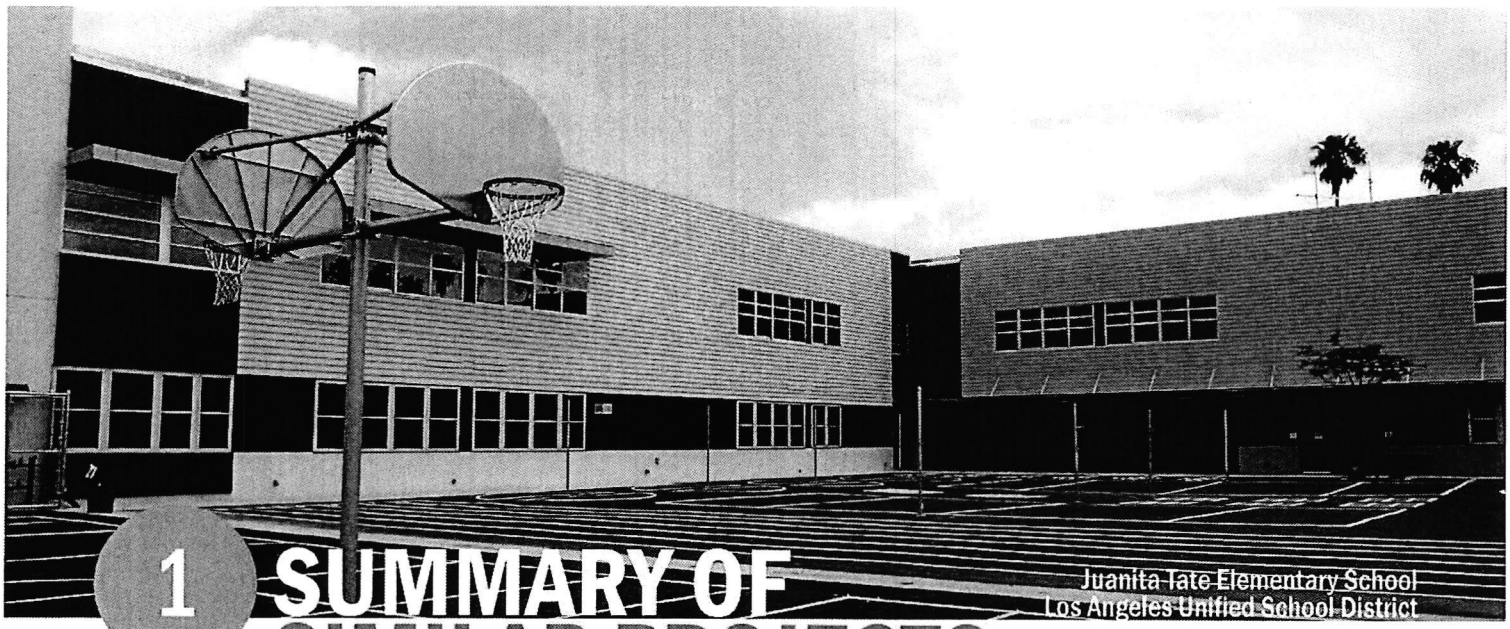
OXNARD SCHOOL DISTRICT

Caldwell Flores Winters, Inc.

Architect Selection Package for the
Reconstruction of McKinna Elementary School

FEBRUARY 17, 2017

Dougherty



1 SUMMARY OF SIMILAR PROJECTS

SIMILAR PROJECTS, LAST 5 YEARS

Dougherty has specialized in the design of public educational facilities for more than 38 years, and has the necessary expertise to successfully deliver your new campus as a campus adaptation project. We have enjoyed our existing relationship with the District and look forward to this future opportunity to work together, once again, to provide a legacy project for the Oxnard community. Within the restrictions of an existing operational site, similar new campus projects have been completed for the Norma Harrington Elementary School (Oxnard School District), and the La Tijera K-8 Academy (Inglewood Unified School District). Both of these schools establish a frame of reference for the design concepts proposed within this submittal. The Norma Harrington Elementary School campus, recently completed in 2016, is convenient to District and the McKinna community members to visit, and represents directly related lessons learned that can be applied to the new McKinna campus design and construction process. This new campus is listed below with values that represent the recently completed work. Once the CDC improvements are completed on this same campus, the final construction value will be added to the construction cost. Other related examples include the Aspire Juanita Tate Elementary Academy, and the Marguerite Poindexter LaMotte Elementary School, both representing new elementary school campuses for the Los Angeles Unified School District. The following list details relevant K-8 projects that have recently been DSA approved, and have been completed on time and under budget.

NEW CONSTRUCTION

SCHOOL NAME, DISTRICT, LOCATION	BUILDING SF	CONSTRUCTION COST	COMPLETION
LA TIJERA NEW K-8 SCHOOL **Inglewood Unified School District** **Inglewood, CA**	85,868	$21.8 M	2012
ASPIRE JUANITA TATE NEW ELEMENTARY SCHOOL **Los Angeles Unified School District** **Los Angeles, CA**	103,251	$28.2 M	2012
MARGUERITE POINDEXTER LAMOTTE NEW ELEMENTARY SCHOOL **Los Angeles Unified School District** **Los Angeles, CA**	58,254	$19.4 M	2012
NORMA HARRINGTON NEW ELEMENTARY SCHOOL **Oxnard School District** **Oxnard, CA**	53,258	$19 M	3/2016

1300

MODERNIZATION

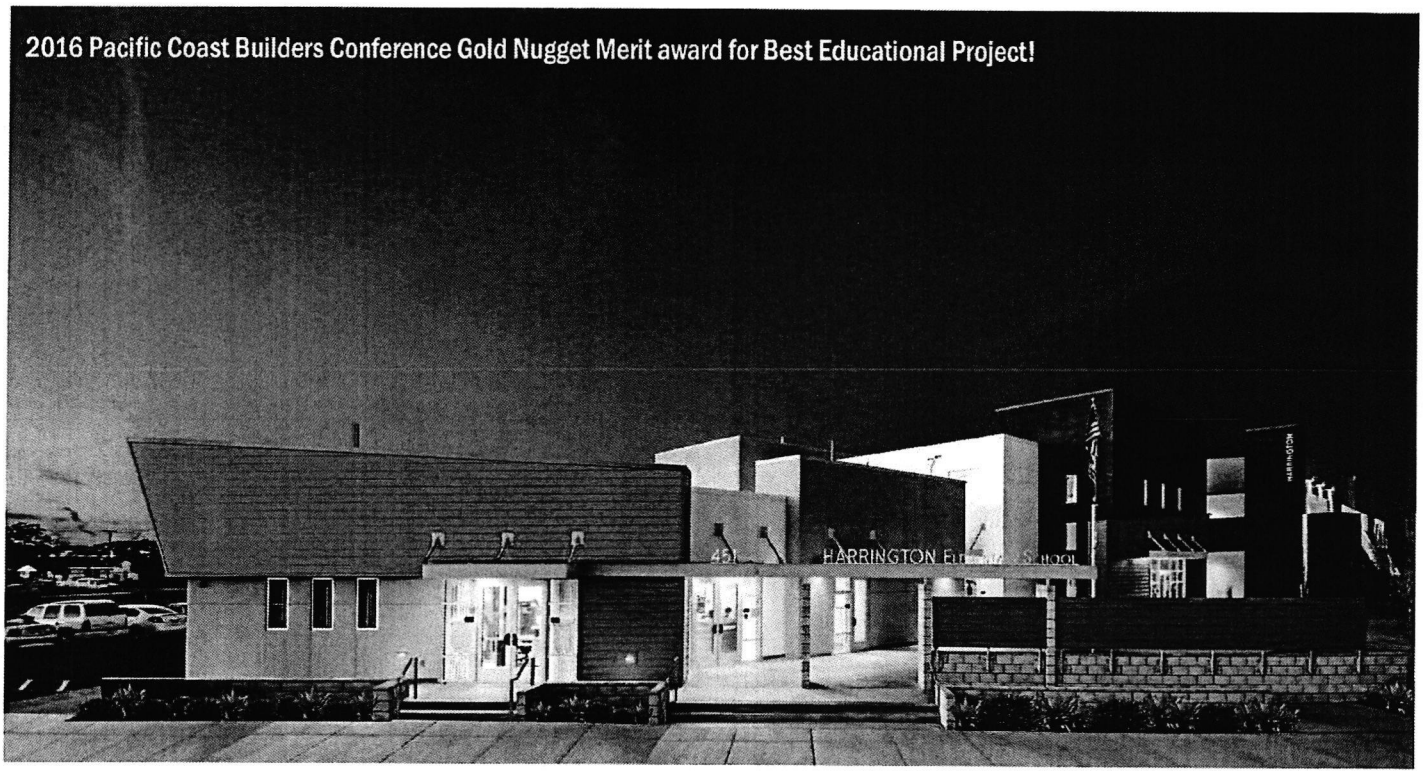
SCHOOL NAME, DISTRICT, LOCATION	BUILDING SF	CONSTRUCTION COST	COMPLETION
EISENHOWER HIGH SCHOOL **(MASTER PLAN + STADIUM, SITE UTILITIES, HVAC)** **Rialto Unified School District** **Rialto, CA**	**1 Site**	**$14.4 M**	**2013, Ongoing**
ARROYO VIEJO CDC **Oakland Unified School District** **Oakland, CA**	**5,300**	**$2.4 M**	**2013**
ROD KELLEY ES, LIBRARY **Gilroy Unified School District** **Gilroy, CA**	**4,150**	**$3 M**	**2013**
ROD KELLEY ES, IT UPGRADE AND FOOD SERVICE REMODEL **Gilroy Unified School District** **Gilroy, CA**	**Multiple Buildings**	**$515 K**	**2013**

EXPANSION

SCHOOL NAME, DISTRICT, LOCATION	BUILDING SF	CONSTRUCTION COST	COMPLETION
HUMPHREY'S ES, CORE FACILITY & MULTI-PURPOSE ROOM **Los Angeles Unified School District** **Los Angeles, CA**	**10,000**	**$6.8 M**	**2012**
BONITA HS GYMNASIUM(S) **Bonita Unified School Districts** **La Verne, CA**	**15,791**	**$5.1 M**	**2012**
ANDERSON ES TWO-STORY CLASSROOM **Lawndale Unified School District** **Lawndale, CA**	**13,000**	**$4.5 M**	**2012**
CORONA DEL MAR HS, MS ENCLAVE **Newport-Mesa Unified School District** **Corona Del Mar, CA**	**33,780**	**$13.9 M**	**2014**
MUSIC BUILDING AND GYMNASIUM **Palos Verdes Peninsula Unified School District** **Palos Verdes, CA**	**29,528**	**$6.6 M**	**2012**

OXNARD SCHOOL DISTRICT
HARRINGTON ELEMENTARY SCHOOL — NEW SCHOOL

2016 Pacific Coast Builders Conference Gold Nugget Merit award for Best Educational Project!

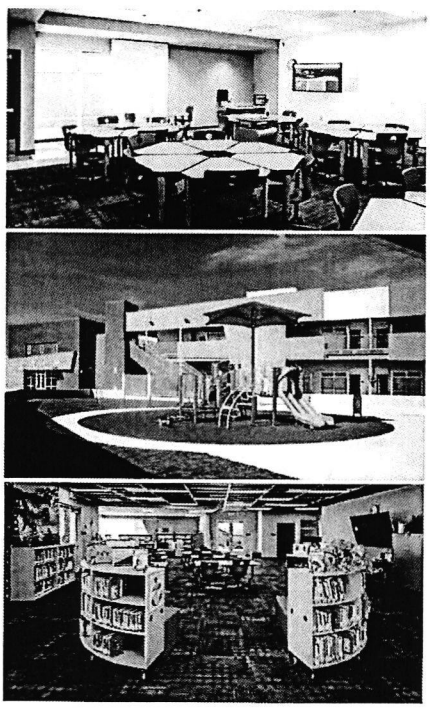


LOCATION 2501 Gisler Ave. Oxnard, CA
COMPLETION DATE January 2016
SIZE 53,258 SF
PROJECT VALUE $18,834,496

Designed to replace an aging neighborhood elementary school, the new Harrington School provides a 21st Century Learning Environment for the community.

- Fully wireless technology environment
- Flexible project-based teaching
- Information Resource Center provides a new library model of the future
- Multi-purpose space that provides a range of neighborhood activities

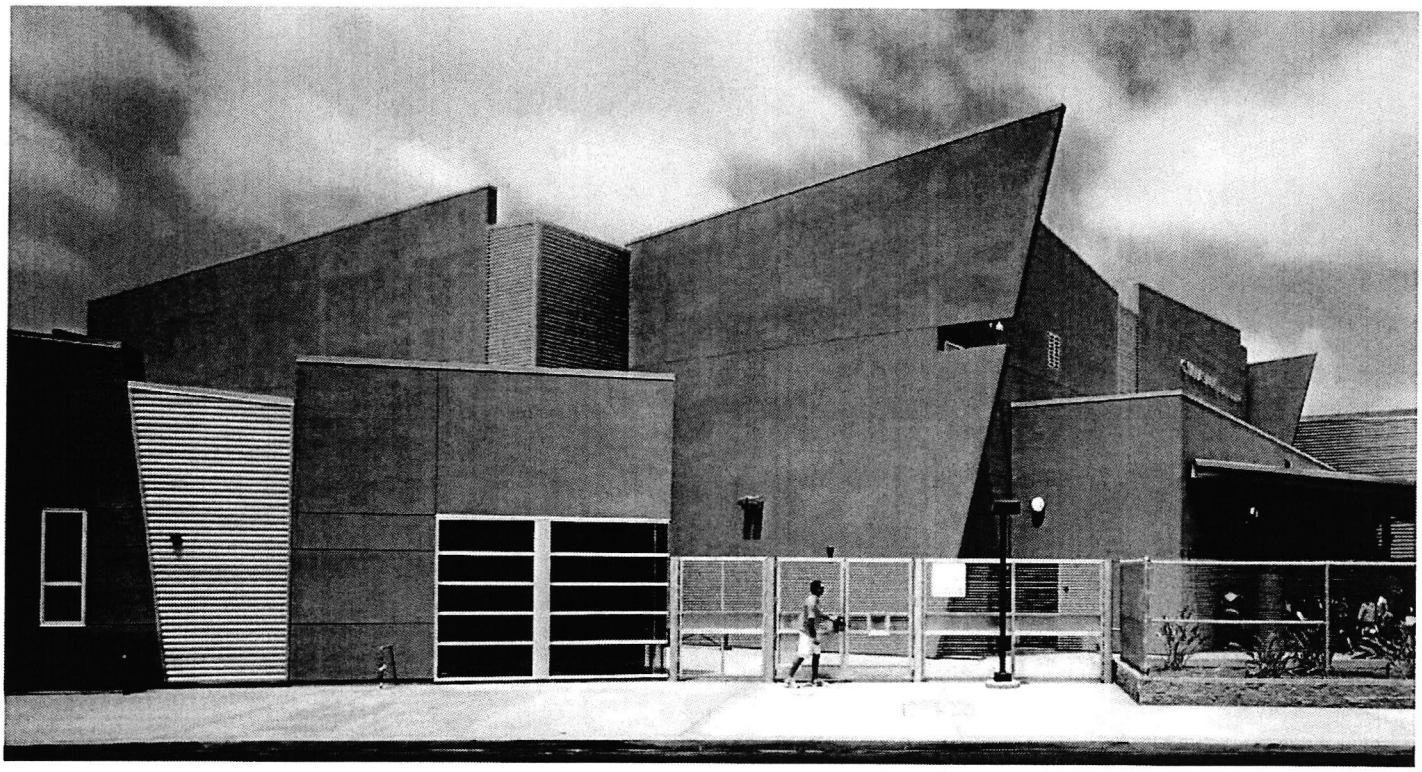
The compact campus enabled construction of the new school while the existing facility remained fully operational. Conversion of a portion of the existing campus provides a new child development center to support pre-school and after hours child care. Clustered around a vibrant courtyard, the new campus embraces the pedestrian orientation of the community and addresses the need for accessible open space during non-school hours.



CLIENT CONTACT
Dr. Cesar Morales, Superintendent
805.476.5745
cmorales@oxnardsd.org

INGLEWOOD UNIFIED SCHOOL DISTRICT

LA TIJERA K-8 SCHOOL NEW CAMPUS



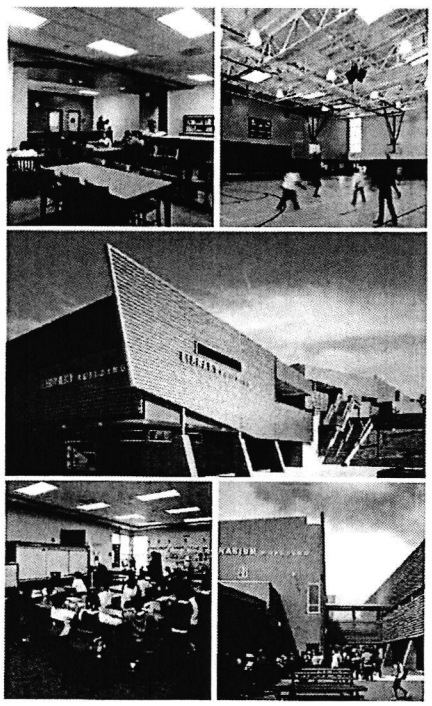
LOCATION 1415 La Tijera Blvd. Inglewood CA
COMPLETION DATE 2012
SIZE 85,868 SF
PROJECT VALUE $21,800,000

- Designed to CHPS & Savings By Design criteria
- Phased construction
- Hardship funding assistance by Dougherty
- Completed under budget
- Seven-acre triangular site on major street
- Layered cladding provides covered walkways, thermal & acoustic protection from the perimeter streets

CLIENT CONTACT
Ms. Julie Avnit
408.706.0222
julie@spectrumms.com

The La Tijera K-8 School is destined to become a focal point for academic excellence and community activities.

Unstable land fill was removed and a campus has been developed on two grade levels with ramps, steps, and elevators serving three stories. The new site plan includes off-street parking for 90 cars and multiple drop off areas for the main entrance and the kindergarten building. Students have been formerly housed in interim classrooms that had occupied a corner of the site that is the new turf play field. A library designed for public access is tucked under one classroom building, and is accessible at a lower level. The La Tijera K-8 School is destined to become a focal point for academic excellence and community activities.



1303

LOS ANGELES UNIFIED SCHOOL DISTRICT

ASPIRE JUANITA TATE ACADEMY NEW CAMPUS

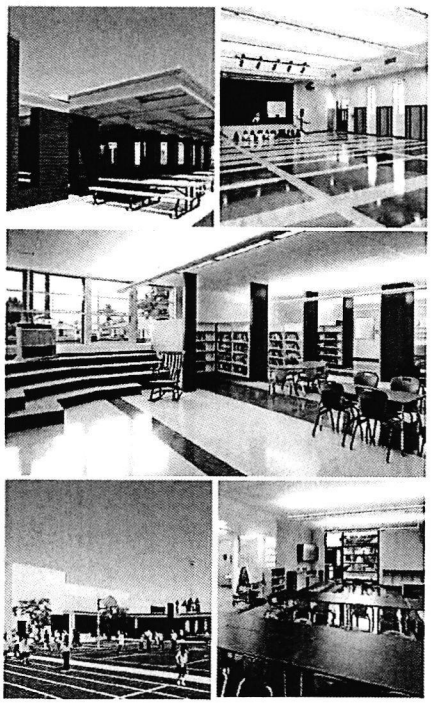
LOCATION 123 W. 159th St. Los Angeles, CA
COMPLETION DATE 2012
SIZE 103,251 SF
PROJECT VALUE $27,900,000

- Durable construction materials
- Site storm water controls
- Water efficient plumbing
- Energy efficient lighting, forced air systems
- LADWP Savings By Design
- Meets CHPS & HPI criteria

CLIENT CONTACT
Nick Gillock, AIA LEED AP, Design Manager
III-Contract Professional
213.241.4156
nick.gillock@lausd.net

The Aspire Juanita Tate Academy is a inner-city site focused on creating a safe & nurturing environment for 950 students, administrators & teaching staff.

This high-density design solution consists of a two-story 56,000 sf classroom / administration building over a below-grade 87 car parking garage; a single story kindergarten building with adjacent play area; and a joint-use multipurpose / kitchen building. In the center of the campus is a secure hard surface play area. The play field is jointly developed by LAUSD, local community groups, and Concerned Citizens, who have access to a joint-use regulation international FIFA soccer field on 2.4 acres at the north end of the site.



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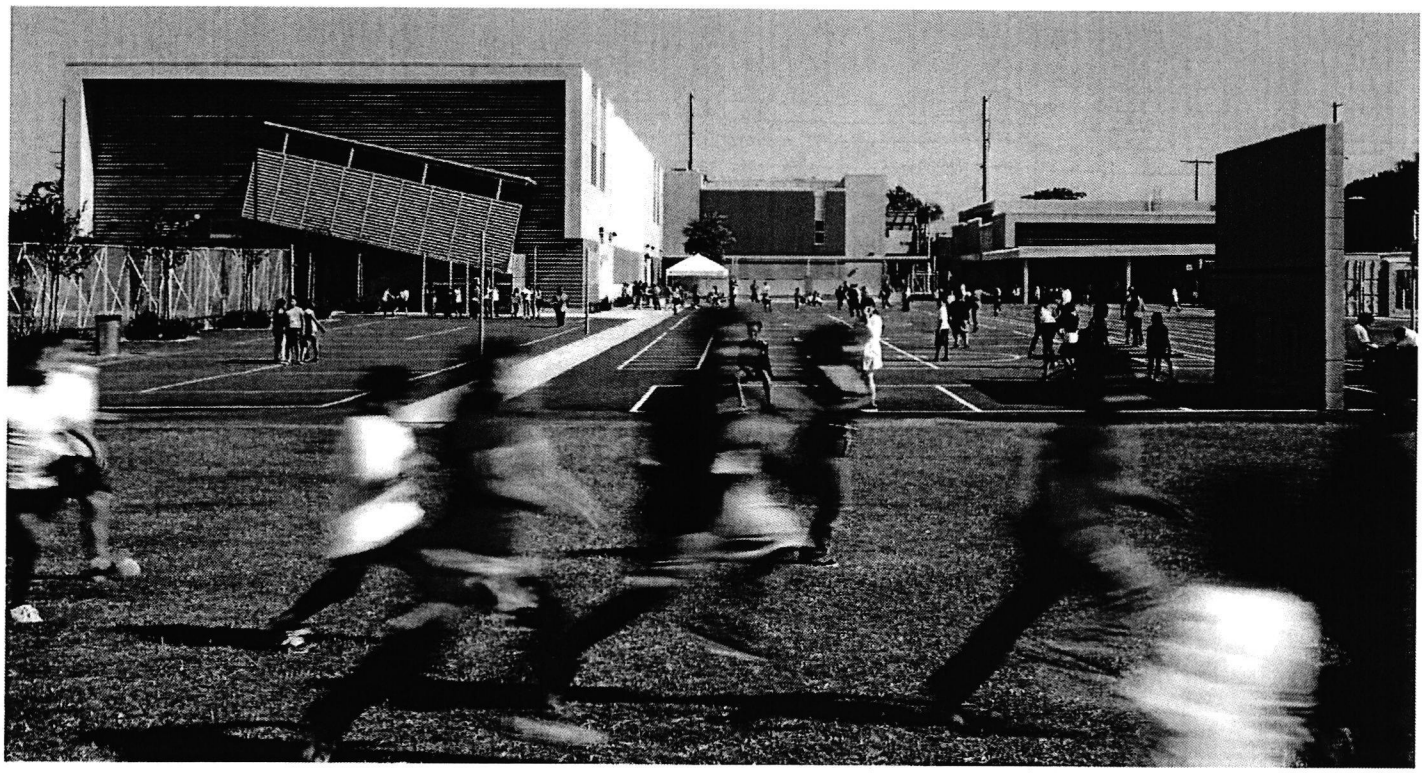
LOS ANGELES UNIFIED SCHOOL DISTRICT

MARGUERITE POINDEXTER LAMOTTE ELEMENTARY NEW CAMPUS



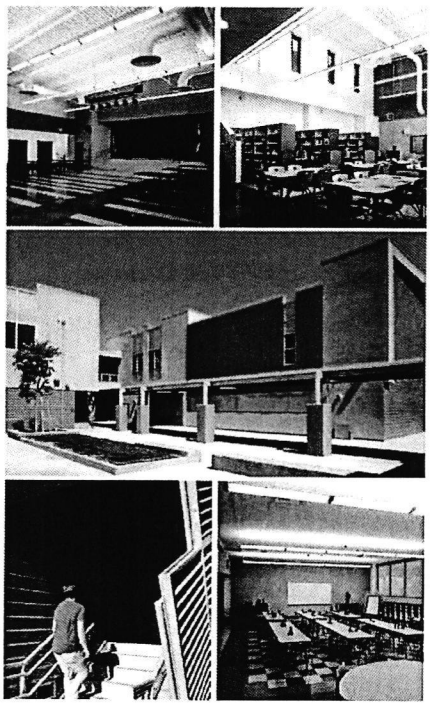
LOCATION 4410 Orchard Ave. Los Angeles, CA
COMPLETION DATE 2012
SIZE 58,254 SF
PROJECT VALUE $19,400,000

- Safety & security goals resulted in a U-shaped courtyard plan facing single family homes
- Covered lunch shelter, area for outdoor teaching, hard court play area, turf play field, kindergarten play field & parking & drop-off areas
- 2013 IPI Award of Excellence
- Meets CHPS, HPI, Savings By Design criteria

CLIENT CONTACT
Mr. Nick Gillock, AIA, LEED AP, Design Mgr.
213.241.4156
nick.gillock@lausd.net

This new high density elementary school on a 3.8 acre site within LAUSD's South Region 7 was delivered on time and under budget.

The small site dictates a tight, efficient floor plan, providing the full spectrum of services for an elementary school curriculum for 650 K-5 students. Aggressive sustainable design goals have achieved High Performance Incentive (CHPS, HPI) status, and meet Savings by Design criteria. The two-story buildings include classrooms, administration, library, restrooms, teachers lounge, workrooms, and a multi-purpose room with stage and adjacent kitchen and servery. This inner-city neighborhood now has a center for education and recreation within walking distance for local families.



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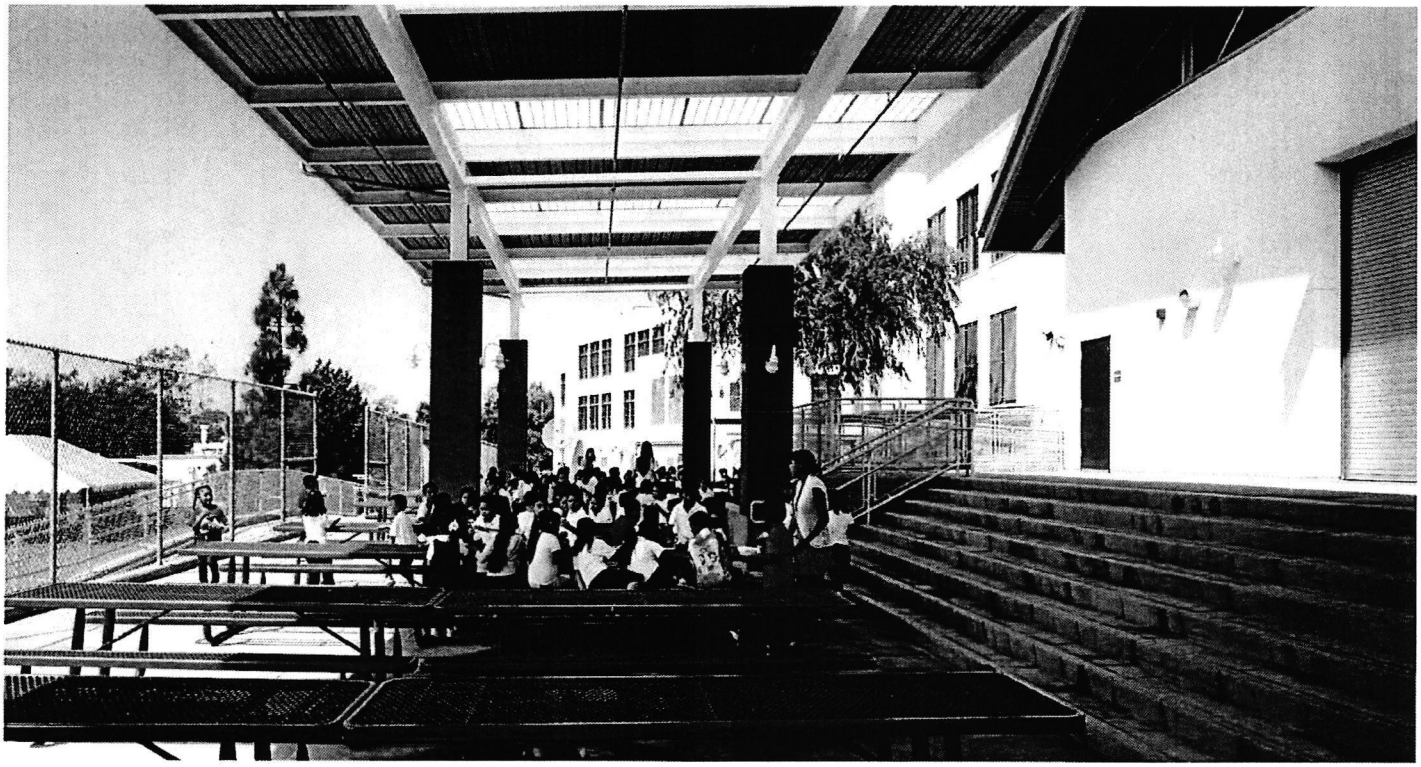
LOS ANGELES UNIFIED SCHOOL DISTRICT

HUMPHREYS ELEMENTARY SCHOOL NEW MULTI-PURPOSE BUILDING



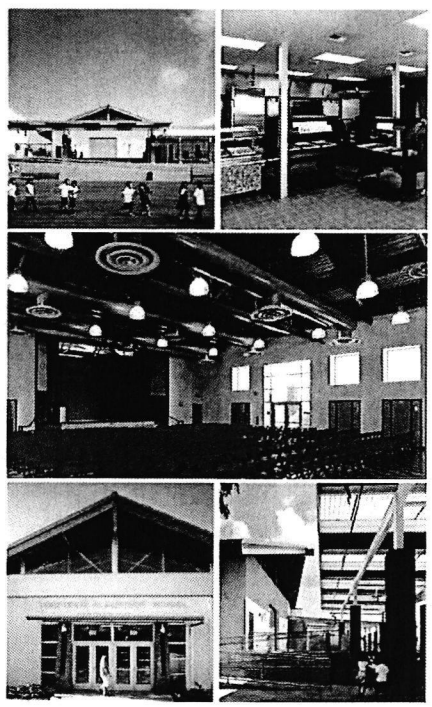
LOCATION 500 S. Humphreys Ave., Los Angeles CA
COMPLETION DATE 2012
SIZE 10,000 SF
PROJECT VALUE $6,800,000

- » 2013 CMAA Small Project Award
- » Historic school site
- » New campus building addition provides space for 300+ K-6 students
- » New multi-purpose room includes: indoor-outdoor stage, kitchen, teacher's lounge and patio, covered lunch shelter
- » SCE Savings By Design
- » CHPS criteria / incorporates LEED strategies

CLIENT CONTACT
Samir Mehrotra
213.241.3498
samir.mehrotra@lausd.net

A new, energy efficient multi-purpose building accommodates 300+ students and includes a new covered lunch shelter for the entire student population to use.

This new core facility multi-purpose building for the existing historic Humphrey's Elementary School site borrows its profile and design from the adjacent historic buildings. The new multi-purpose room has a large indoor/outdoor stage and drop down dining tables for flexibility of use. The stage opens outside to a new covered lunch shelter sized to accommodate the entire student population. This project is one of the last to apply for Bond Funding.

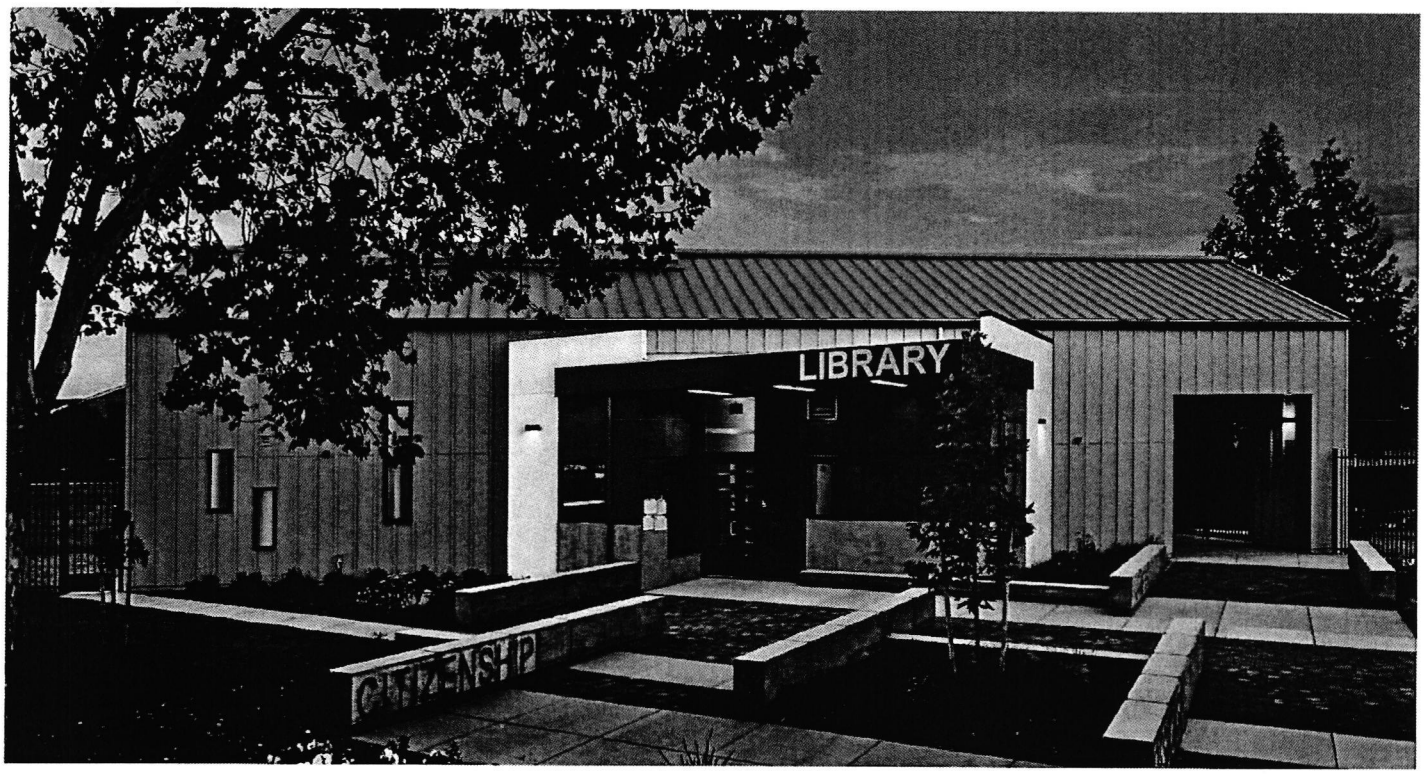


1306

Dougherty

GILROY UNIFIED SCHOOL DISTRICT

ROD KELLEY ELEMENTARY SCHOOL — LIBRARY, CAMPUS-WIDE I.T. UPGRADE



LOCATION 7810 Arroyo Circle Gilroy, CA 95020
COMPLETION DATE 2013
SIZE 4,150 SF
PROJECT VALUE $4,000,000

- Designed to CHPS criteria
- A phasing schedule allowed for project completion without interim housing
- Responds to its local environment through solar orientation and natural ventilation
- Daylight harvesting system minimizes unnecessary light output

CLIENT CONTACT
James Bombaci
408.847.2700
james.bombaci@gusd.k12.ca.us

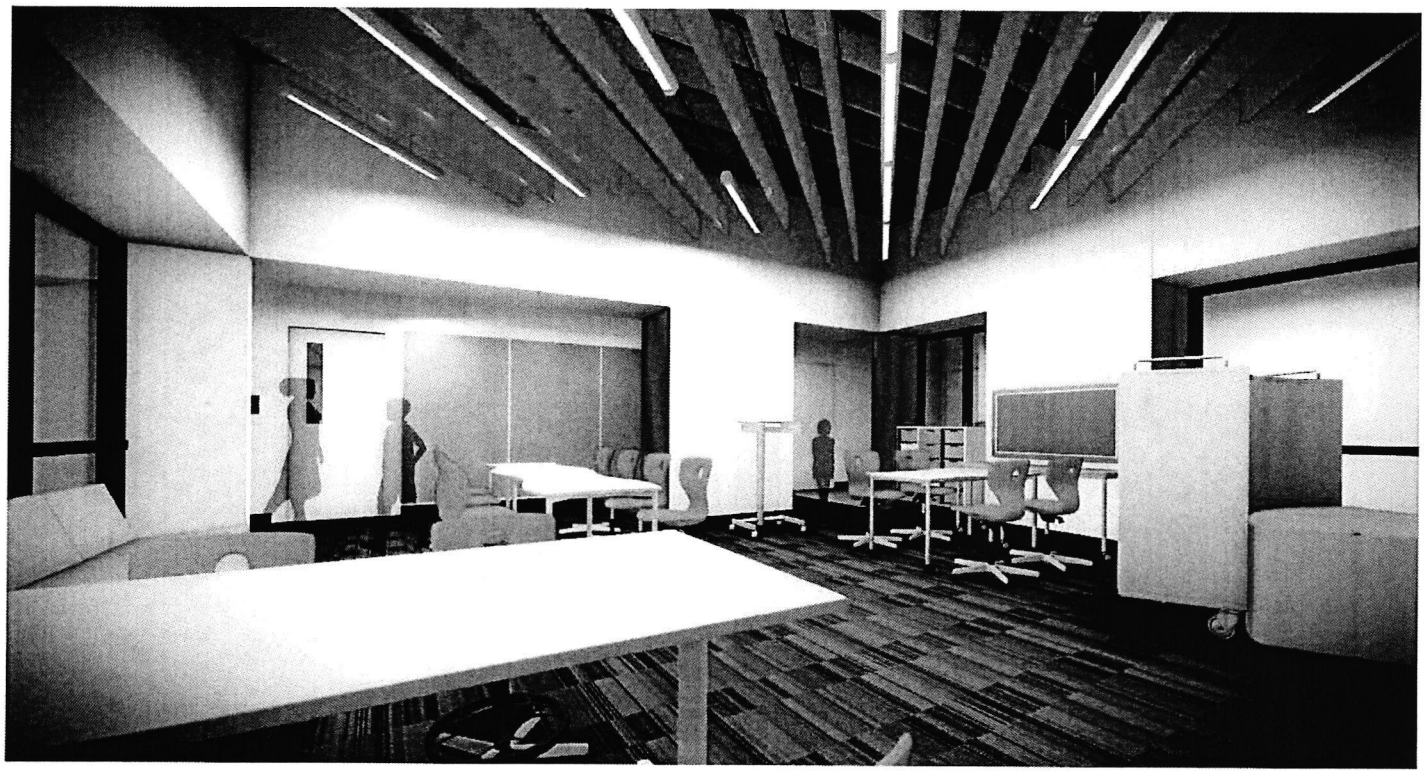
The library building defines a second entry to the campus and establishes a gateway for future expansion.

The new library serves as a gathering place and creative environment suitable to teach and inspire students. The rural aesthetic, borrowed from Gilroy's agricultural heritage, provides a practical form that houses a reading room, classroom, 800 linear ft. of book storage, computer kiosks and restrooms. The building defines a second entry to the campus and establishes a gateway for future expansion. The I.T. Upgrade provides the campus with a data system that allows for dynamic teaching and future expansion. The Admin. Building modernization includes a commercial kitchen allowing for on site food preparation along with new offices and updated systems.

1307

IRVINE UNIFIED SCHOOL DISTRICT

3 ELEMENTARY SCHOOL SITES CAMPUS IMPROVEMENTS



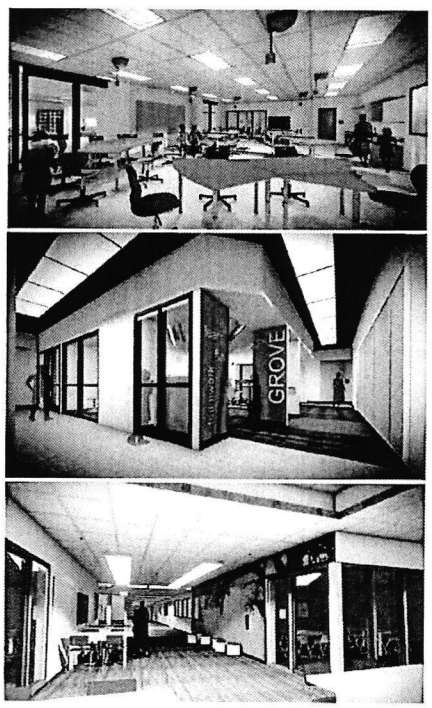
LOCATION Irvine, CA
COMPLETION DATE 2017
SIZE 104,279 SF
PROJECT VALUE $7,000,000

- Enhanced way-finding through bold graphics and signage.
- Reconfiguration of classrooms to provide innovation labs and music rooms.
- Power, low voltage and HVAC upgrades.
- Accessibility improvements.
- Full coordination of Owner furnished, owner installed (OFOI) furniture and equipment layout

CLIENT CONTACT
Ms. Kim Coffeen
949.936.5363
kimkcoffeen@iusd.org

Classrooms and common spaces with flexible furniture layouts and integrated technology promote student collaboration and learning.

School Facilities Improvement Bond Measure "E" Series 1 and CTE projects include enhanced security and safety systems, improved acoustics for enhanced learning, and a reinvention of collaboration and classroom spaces to support learning and culture. New, reconfigured, spaces provide and foster the opportunity to collaborate and participate in small group and classroom instruction while embracing the convenience of adjacencies. Furniture layouts provide inherent flexibility for instructional and collaborative needs.



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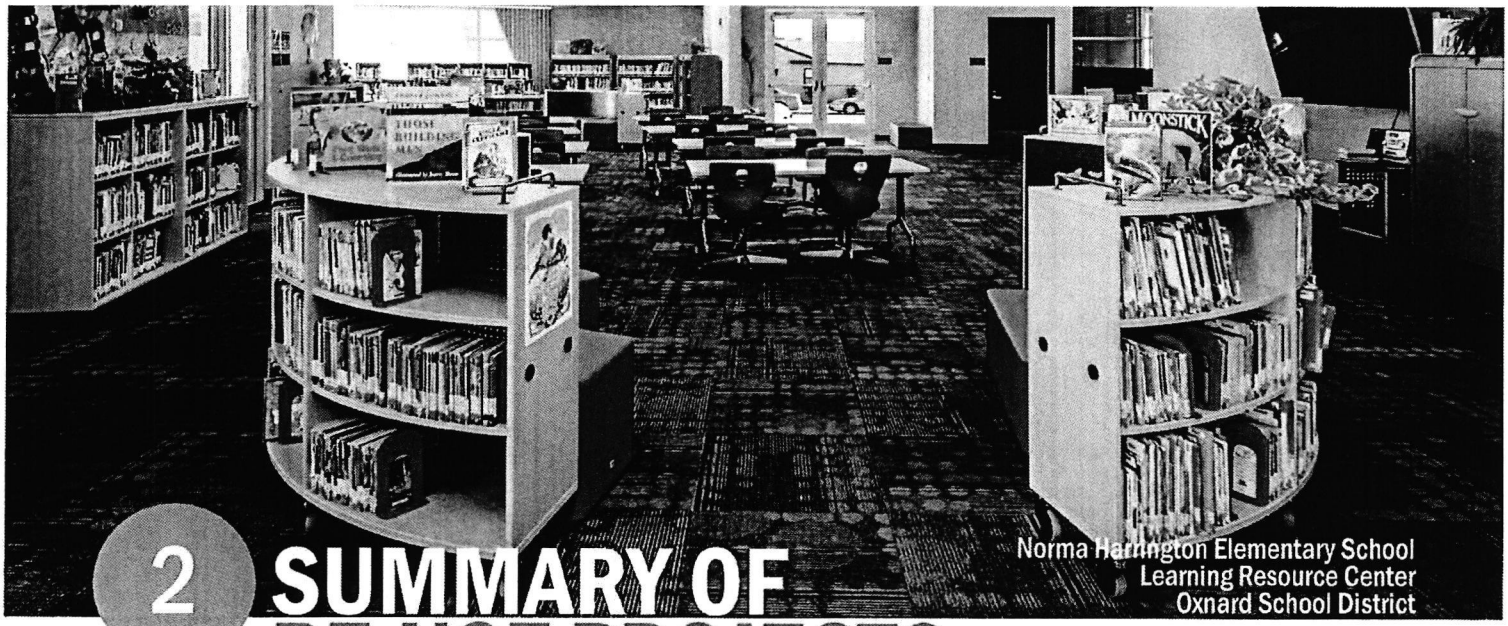


Norma Harrington Elementary School
Learning Resource Center
Oxnard School District

2 SUMMARY OF RE-USE PROJECTS

DETAILED SUMMARY OF RE-USE PROJECTS

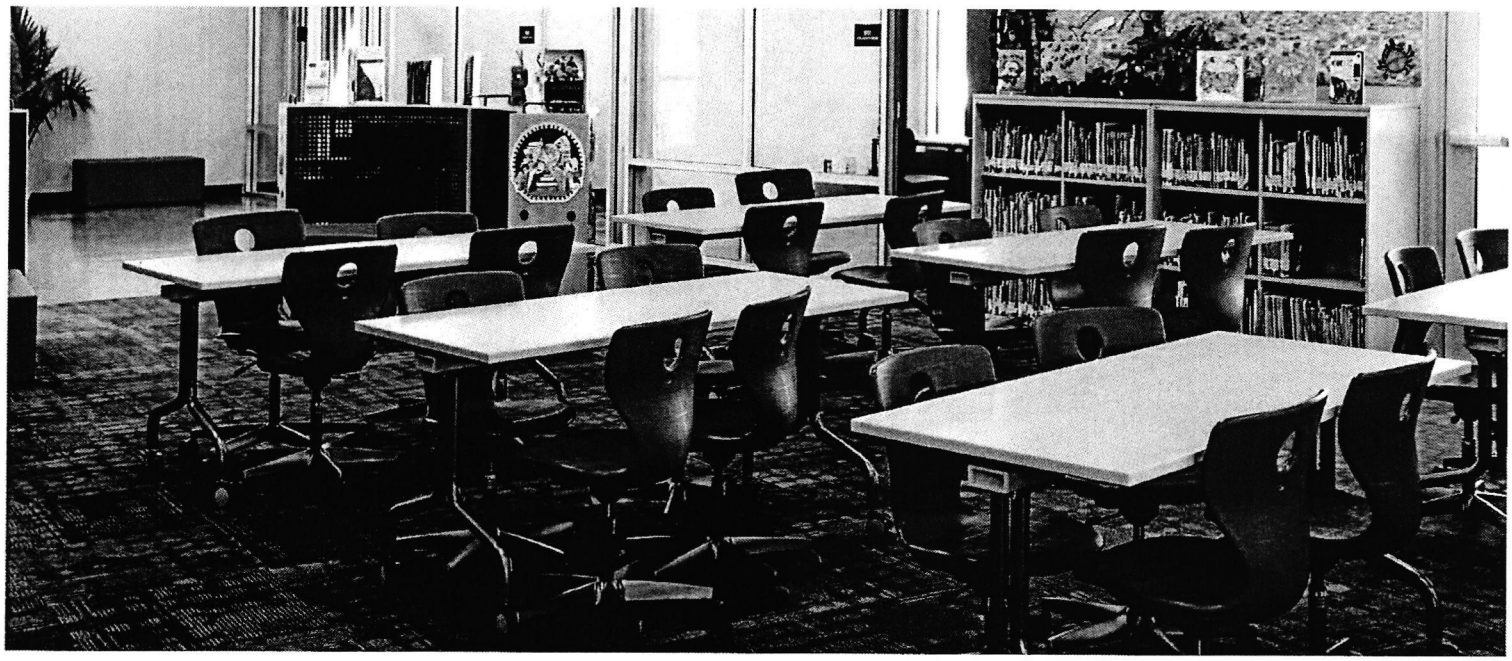
Dougherty offers the Oxnard School District the distinct advantage of basing the proposed McKinna Campus design on the successful award-winning Norma Harrington Campus. We would like to recommend the opportunity to utilize the design of the La Tijera Campus in Inglewood, which provided the basis of design for the creation of the Harrington Elementary School. Understanding that quality, schedule and budget are critical to a successful outcome, Harrington is aligned with the District program and vision with the need for only slight plan modifications. While the specific size and configuration of the McKinna site offers the opportunity utilize the building elements, we are advising the re-arrangement of those buildings to address the unique characteristics of the site. This is also the time to consider the visual characteristics of the new campus; to consider the neighborhood; choose materials and colors that will reflect the spirit of the community, and create a genuine grassroots ownership of the new campus.

Key design and planning considerations that are reflected in each of the three options presented:

1. **Design to provide enhanced parent drop-off and pick-up while minimizing the impact to the residential community.** While the front door of the school will be relocated to N Street, the proposed design creates a pattern that maintains primary vehicular access from J Street, a long on-site drop-off, enhanced parking and the potential to have exit only onto N Street. This fundamental planning approach is a win-win for the campus and community.
2. **A front door and image of pride that welcomes the community from N Street and announces the new campus as a center for the neighborhood.** All of this while providing for the opportunity to secure the campus perimeter using the buildings as the primary element of enclosure for the students.
3. **Location of the MPR and Library Resource Center to facilitate weekend and evening use** without compromising safety and the need to open the entire campus.
4. **The creation of a student "native garden" that will be an enhancement to the current garden on campus** and provide a partnering opportunity with the community and parents.
5. **The design of the student "learning labs" to provide a high level of flexibility and a resilient plan that supports and encourages collaborative and self-directed learning now and in the future.** The footprint of the new learning labs will allow for an ultimate increase in the amount of available outdoor playfield space;
6. **Enhanced open space** as a student and community asset with the opportunity for multiple field venues and generous hard court play;
7. **A campus that is focused on resource efficient design and the creation of a healthy and supportive learning environment for all of the students and teachers.** Our mutual goal will be to aim toward *Net Zero Energy* design which will provide the opportunity for more operational District funds to be focused on curriculum.

Dougherty has successfully completed and closed with certification hundreds of projects under the State School building program.

1309



Norma Harrington Elementary School
Oxnard School District

2A NARRATIVE OF LESSONS LEARNED

Careful planning and collaboration with the District and Builder provided a very successful process of design and delivery for the new **Norma Harrington Campus** on a compressed schedule. The greatest lesson learned for that project was the need for detailed pre-planning of the phased implementation of various project infrastructure systems and the cut-over to ensure that ongoing operations at the occupied campus were maintained along with total student safety. We also found that the opportunity to minimize off-site construction enhanced our interaction with the City of Oxnard for permitting *(curb cuts, encroachments, utility connections, etc.),* minimizing the possibility of potential impact to the overall project schedule. Our strong relationship with DSA ensured the project was efficiently and quickly reviewed and approved by DSA. The RFI's were minimal and answered quickly, agency comments were also reduced and addressed with little impact. The team of the Architect, Engineers, Builder, Program Manager and District collaborated in a positive atmosphere that ensured success. We also worked carefully with the California Department of Education to address their key concerns, such as the focus on the safe flow of students to the site and the management of vehicles around the site. Creative partnering with the Geotech, client and structural engineers took us rapidly through a series of options for foundation design impacted by the typical unstable soil conditions found throughout Oxnard. This collaborative effort resulted in a cost effective approach to the sub-surface construction and provided the ability to concentrate valuable resources on the learning environment. The ultimate success and lesson learned was the timely completion of the campus allowing the students to proudly "walk over" from the old to the new campus as they celebrated their exciting new home.

The second project proposed for your consideration, the **La Tijera K-8 School** for the Inglewood Unified School District, has been one of the most challenging as well as rewarding projects in our history. This design has transformed a crumbling K-6 site into a new K-8 school, now realizing its future as a math/science magnet program. Our greatest lessons learned is to research the issues thoroughly, look under every rock, be patient, communicate continuously, and keep the faith. We replaced another architect who missed the facts that this site was restricted by a 220 KV SCE 150 foot easement, a storm drain easement, failing utility infrastructure, and failing soils that required the demolition of existing buildings and the pursuit of OPSC

> *I like the fact that Dougherty is very responsive throughout the entire design process. They've always responded to everything I ask for. It's very refreshing to work with a firm like that.*
>
> – John Vinke, Deputy Superintendent, retired [Lawndale Elementary School District]

Hardship Replacement funding. Through our studies, it was also discovered that the subsiding soils were contaminated and required DTSC approval with a remediation plan. The northwest portion of the site lapped into the City of Los Angeles, and the remainder was in the City of Inglewood. Caltrans had jurisdiction over La Cienega Boulevard. The complexities of this project are evident. In the first phase of development, students were moved into interim housing on the stable playfield, and buildings came down. It wasa full year before the DTSC Work Plan was approved, the community meetings concluded, and the bid was awarded.

2B. PREPARE TO PRESENT AND REVIEW COMPLETE DSA PLANS

Dougherty retains the plans for all projects and is well-prepared to present and review complete DSA approved plan sets for the projects identified above. The firm will also provide the record drawings for both projects, incorporating all changes in the field that will reveal important lessons learned. These files are available for presentation in hard copy or electronic media, and are easily converted to PDF.

Of the two projects, Norma Harrington Elementary School is the most recent, and the most well-known to the District as an Oxnard School District project. The La Tijera K-8 Magnet School, located in Inglewood, is slightly older, and has served as the basis for the site adaptation to the Harrington site. Of the two, the Harrington campus is most closely aligned with the anticipated program for McKinna, which is just slightly larger. The Harrington site is more restricted than the ample site area at McKinna. The La Tijera site is sloping and serves a K-8 community with a larger population and significant site utility restrictions. It does, however, have a significant amount of off-street parking and drop-off that is achievable at the McKinna site. The two sets of plans can be viewed concurrently to draw comparisons and to perhaps a hybrid application of these two campus concepts and approaches. The McKinna site is unique, and lends itself to a variety of very functional configurations utilizing the individual building components of the referential Harrington and La Tijera campus and building design solutions.

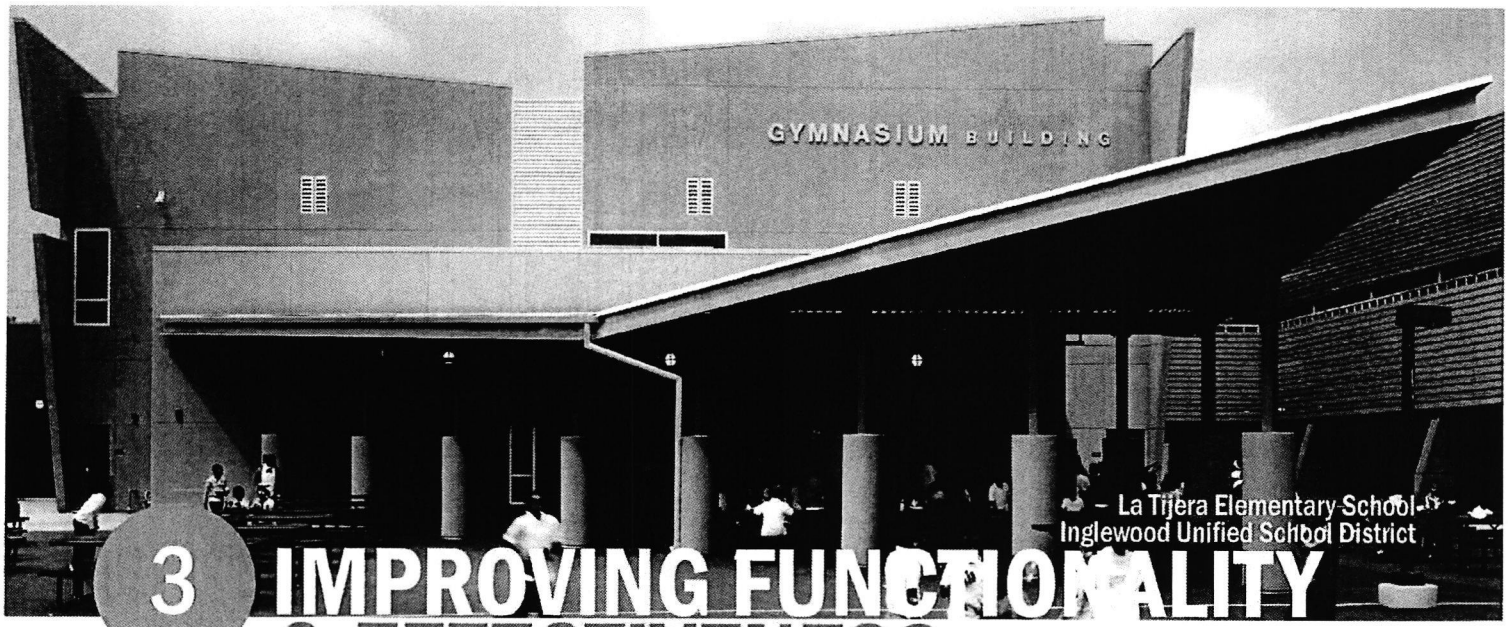
2C. ENHANCING THE QUALITY OF PROPOSED DESIGN

The key to success in re-use is the ability to leverage the essential elements of the project, such as core design principals and campus planning. Important factors in enhancing the quality of design include an understanding that each site is unique, codes will evolve and opportunities for improved technology, materials and systems continue to develop year after year. Opportunities to incorporate the most current thinking in the creation of 21st century student environments and building technology will enhance previous design. Dougherty's expertise in utilizing Building Information Modeling provides the ability to update the model in real time, resulting in a final model that will reflect the actual built conditions. The basis for the new design at McKinna will leverage the embedded information from the previous project. The design and exploration process with the stakeholders will be enriched and accelerated with access to this model and the quality of collaboration in delivery and coordination will benefit from the foundation of the previous projects. We understand that re-use requires imagination and integration with site specific and time specific features, while maximizing the utilization of common elements that have value. The ultimate result will be a project delivered to the District that:

- Optimizes the use of District resources
- Creates a student environment that embraces the District vision
- Establishes a legacy for the community

2D. SITE VISIT TO REVIEW COMPLETED SITE(S)

Once the District has confirmed that Dougherty is one of the selected firms for further consideration, we will work with you to schedule the Norma Harrington Elementary School site visit, (which will be the most convenient), and then a La Tijera K-8 Academy site visit in Inglewood for those who may not have participated in the previous site visits related to the Harrington selection process. Recognizing that it can be a challenge to be inclusive of all of the parties within the District and CFW, our goal will be to work with you to establish a time and date acceptable to the greatest number of visitors to reduce the inconvenience to each campus community. The Norma Harrington Elementary School site within the District offers easy proximity, and we will work with you to accommodate all interested parties without repeated interruption of campus activities. The same respect will be extended to the Inglewood Unified School District to limit the intrusion of a single visit. Dougherty retains a photographic portfolio and presentation site and floor plans for each campus to be made available to those who are unable to attend the site visits. We are currently completing a video for the Norma Harrington Elementary School campus which will be shared with the District for your unlimited use.



La Tijera Elementary School
Inglewood Unified School District

3 IMPROVING FUNCTIONALITY & EFFECTIVENESS

RECOMMENDATIONS

Dougherty promotes a firm philosophy of collaboration and service to make the very most of every opportunity. Beginning with the establishment of the firm 38 years ago, we have placed an emphasis on energy efficient facilities projects that enhance and beautify their campuses and communities, improve the quality of life and wellness for students and faculty, and embrace and elevate the human spirit. Each design strategy and referential experience supports the functionality and effectiveness of each new project.

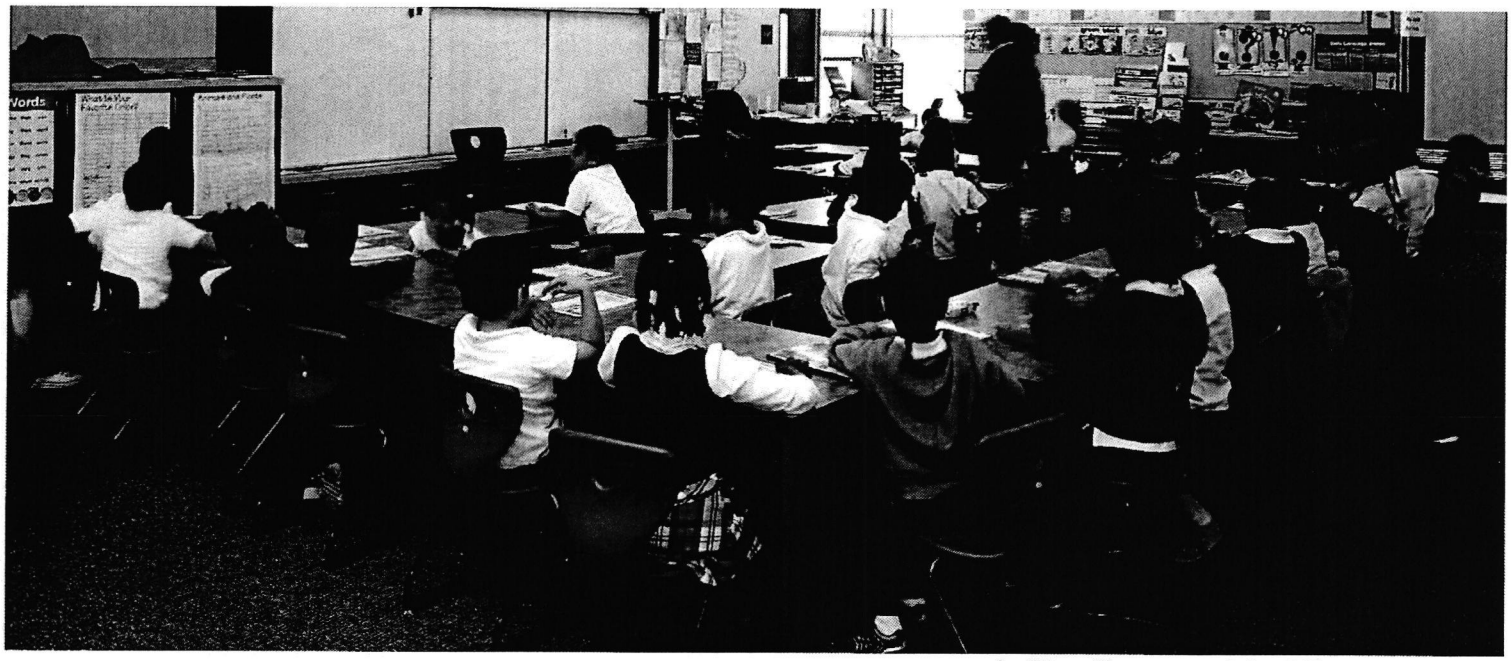
Each project and client is distinguished by unique characteristics, processes and needs. With the passing of Measure D, Oxnard School District and McKinna Elementary School has the unique opportunity to invest in the future of your students. A rich range of programmatic goals are referenced in the RFP, including phased new campus construction on the playfields while sustaining a fully operational campus in existing facilities, and the subsequent modernization of its existing facilities to remain. The concept to allow functionality concurrently between new and old facilities is easily achievable.

Dougherty is committed to continuing our successful relationship with the Oxnard School District by providing full services for the new construction opportunity and phased selective modernization at McKinna Elementary School. We frequently support ongoing and multiple projects simultaneously for individual school district clients, as we have done for the Oxnard School District in the past. This strategy takes advantage of the body of knowledge, understanding of District standards, and pre-existing collaborative relationships that are so essential to improving the functionality and effectiveness of a project. Utilizing our current knowledge of Oxnard School District goals, archives, staff and standards, our team will be led by Partner Brian Dougherty, FAIA, LEED AP and Project Manager Diego Matzkin, AIA, LEED AP, to provide continuity of purpose and to build upon our existing relationships.

New trends will influence the best solution for McKinna Elementary School, drawing upon new directions in STEAM and CTE environments. The Multi-Media focus as described in the District's McKinna Multimedia eBrochure, builds upon the strategies implemented at Norma Harrington Elementary School, with the Harrington experience providing those valuable lessons learned that impact the next application of this high-tech philosophy. Dougherty is currently working with the Irvine Unified School District on School Facilities Improvements through Bond Measure E and CTE projects at six elementary schools. These projects include wayfinding, enhanced security and safety systems, improved lighting and acoustics for enhanced cognition, and a reinvention of collaboration and classroom spaces to support learning and culture. Newly reconfigured spaces provide the opportunity to collaborate

Dougherty has had the privilege of working with school Districts throughout the State to design new elementary schools, District prototypes, additions, renovations and modernizations.

1312



La Tijera Elementary School Classroom
Inglewood Unified School District

and participate in small group and classroom instruction while embracing the convenience of adjacencies and flexible perimeters between classrooms and common areas. Furniture layouts provide inherent flexibility for instructional and collaborative needs, incorporating the concept of FF&E mobility and reconfiguration to reinvent the teaching environment by easily reassembling this furniture "kit of parts".

From a site assembly perspective, the external impact upon functionality and effectiveness of the project has great potential. The examples presented within this response include easily achievable and compatible pedestrian and vehicular circulation within this site, enhancing safety and visibility, drop-off and pick up, and dedicated drop off for Kindergarten Students. The spaces created between buildings compliment the instructional features of the interior spaces by providing outdoor education nodes that accommodate large and small gatherings in an outdoor setting. Attention to the proximity of indoor to outdoor learning stations expands upon the concepts of the STEAM philosophy to maximize the potential for the McKinna campus site development. Even the nature and location of unique age-appropriate play structures can serve as a magnet for health and learning as well as play. The implementation of native planting and drip irrigation with target valued naturally shaded areas, and serve as teachable moments in learning the story of water and life, as well as reducing the demands upon long-term maintenance and operations.

Norma Harrington Elementary School Play Area
Oxnard School Dist

4 DESIGN STRATEGIES TO MEET PROPOSED DEADLINE

RE-USE STRATEGY

The planning and early design phases of the McKinna Elementary School project provide great opportunities for leveraging the "re-use" elements of previous successful projects to meet the proposed deadline. As we engage the stakeholders, District leadership and community representatives, we will prime the conversation by providing three dimensional modeling to assist in envisioning the design outcome. Accelerating the planning and decision-making process with a pre-existing model takes advantage of this powerful tool as a means of effective communications, and shortens the design process. We also agree that early client ownership of the design relies upon active participation and a full understanding of the environment to benefit from these fundamental decisions. To be able to visit, touch, and experience a campus in both real form and virtually will ensure that this process is responsive and effective. This approach can potentially save months at the front end of the project and allow movement into the more detailed implementation of construction documents on an accelerated schedule. Recent DSA approved built projects also offer lessons learned to advance the design and approval process. The re-use aspect will also reduce the design portion of the fees as related to the more effective and direct design effort. Your aggressive schedule for the submittal of DSA documents for plan review will be appropriately supported through the re-use concept. If we work together for a timely response and effective design process, the ability to accelerate the proposed timelines will be enhanced. We are prepared to begin immediately upon your authorization to pursue this goal, advancing the schedule from day one.

We have selected two distinct campus designs as the proposed models for McKinna campus development. All options fit onto the site while retaining the location of the existing McKinna Elementary School. Playfields and hard-court play areas will provide a new construction site with the expectation that the existing campus will be dedicating a significant amount of the play area to construction for an estimated two years. The school site will remain fully operational during construction, providing teachable moments for students and staff. This strategy saves time and expense while securing a safe educational environment during the construction period.

The relationship between the buildings for each new proposed option creates an opportunity for outdoor space to support school and community events. Options offer space for an indoor stage and flexible space for family and community interface. Flexibility exists to easily make modifications, perhaps borrowing ideas between options, to respond to your specific programmatic requirements. The plans presented to you today exemplify this inherent flexibility in these proposals. It is important to note that

> *The McKinna school site will remain fully operational during construction, providing teachable moments for students and staff.*

1314

Norma Harrington Elementary School, 21st Century Classroom
Oxnard School District

both referential projects represent high-performance solutions that are energy efficient to own and operate. Norma Harrington Elementary School is clustered around a vibrant courtyard with the new campus embracing the pedestrian orientation of the community, and addresses the need for access to facilities and open space during non-school hours. The Inglewood Unified School District La Tijera K-8 Academy is larger and on a sloping site, and can be reduced with the elimination of selected free-standing buildings. In both cases, classroom buildings are two story,with and expandable kindergarten building.

The site-adapted re-use strategy provides the opportunity to expedite the DSA review process (based upon the previous submittals), to support code updates related to structural safety, fire life safety and access compliance. DSA approved plans provide a firm foundation for implementation based upon good decisions that have stood the test of agency approval. Lessons learned during construction through RFI's and PR's are duly recorded in our record sets. We are committed to challenging your preconceptions, offering creative alternatives and developing a vision to a successful outcome. Your new McKinna Elementary K-5 School will create a legacy for the community that will serve for generations to come, reflecting the vision of the form and function of the new school facilities to meet McKinna design criteria.

5 PROJECT DELIVERY METHOD

FIRM EXPERIENCE

Dougherty is experienced in a variety of alternative project delivery methods including working with Construction Managers, Lease-leaseback, Design-Bid-Build, Multi-prime Contracts, Design-Build, and Design-Build Bridging. In each of these approaches, we have teamed with the Client. This strategy has the potential to save time and money, and benefit from the unique perspective and expertise of each collaborative team member. It is important to weigh expectations, to establish priorities regarding budgets and schedules, to designate control and responsibility, and to pre-plan the approach to design and construction to meet District goals.

We are prepared to support the District as the project progresses from design into the construction phase of work. We have completed over 1,000 educational facility projects and are well-prepared for the attention to detail and structured process that the public delivery environment requires, whatever the chosen method of project delivery might be.

To engage the Architect and Lease-leaseback partner together from the beginning of design through construction allows each participant to work together to address constructability and value engineering opportunities as the BIM model evolves. The earlier this partnership is established, the greater the opportunity. Our previous relationships have varied, including the retention of a Lease-leasback entity at bid time. This strategy has the potential to save time and money, and benefit from the unique perspective and expertise of each collaborative team member. Contractors with a successful track record in Lease-leaseback are sophisticated, actively use BIM in the field, and understand the value of collaboration. The project estimating that parallels the design and documentation process benefits decision-making, and is a fair and transparent process. Partner-in-Charge, Brian Paul Dougherty, FAIA, LEED AP and Supporting Partner, Betsey Olenick Dougherty, FAIA, LEED AP have participated in the development of the AIA California Council Project Delivery Manual, and contribute a deep understanding of many alternative project delivery methods appropriate for public contracts.

Lease-Leaseback Experience

Los Angeles Unified School District:

» *Aspire Juanita Tate Academy* - The Aspire Juanita Tate Academy in South Los Angeles was completed with Suffolk-Roel as a Lease-leaseback entity. Six weeks before occupancy, the site was designated as an Aspire Charter School, and minor modifications were quickly accomplished to accommodate the unique aspects of the Aspire academy curriculum to open the school on-time.

» *South Region Elementary, Marguerite Poindexter LaMotte* This K-5 Elementary School was completed ahead of schedule to house students in the Fall of 2012. Lease-leaseback entity Taisei Construction has been a valued partner. It has been one of the

> *Dougherty has had the privilege of working with school Districts throughout the State to design new elementary schools, District prototypes, additions and modernizations*

Humphrey's Elementary School, Multi-purpose Room
Los Angeles Unified School District

most successful projects in our experience, with a low change order rate, early completion, and effective Partnering. This success has been recognized with the 2013 International Partnering Institute Project of the Year Award.

» *Humphreys Elementary School Core Facilities MPR Bldg.* - The new Humphrey's Elementary School Core Facilities MPR/Food Service building, with Lease-leaseback entity Tilden-Coil, benefited from a sophisticated contractor who utilized our BIM model actively during construction allowing the project to stay on schedule and within budget. A reimbursement was given back to the District from the construction set-aside at project completion.

Rialto Unified School District:

» *Eisenhower High School, Master Plan, Stadium, Gym HVAC & Electrical Upgrades* - As we were selected as the campus architect, Neff Construction was independently selected by the District as the Lease Lease-back entity to work with us through a Design/ Build, Integrative Project Delivery method. Again, this method was proven to be one of the most successful alternative project delivery methods in our public school construction experience.

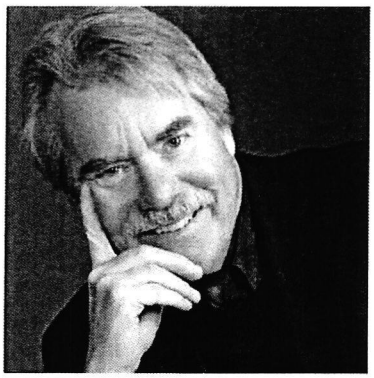
South Orange County Community College District:

» *Saddleback Interdisciplinary Science Building* - Certified LEED Gold with Savings-by-Design incentives, the Science Building is a high-performance; award-winning solution delivered through the Lease Lease-back delivery system with C.W. Driver with a guaranteed maximum price. A balance has been returned to the Owner at project Close-out. This project has recently been recognized with the CMAA 2017 Award for projects from $50-100 million.

6 FIRM'S PERSONNEL

BRIAN PAUL DOUGHERTY

FAIA, LEED AP
Partner-in-Charge
Dougherty [WBE, SBE]



Brian Dougherty recently completed 12 years of service as a practicing architect member of the Board of the Collaborative for High Performance Schools (CHPS).

Brian Dougherty, FAIA, LEED AP, is a Senior Partner at Dougherty. He contributes over 41 years of experience in providing facility master planning and architectural services to educational projects throughout California. He brings a career-long emphasis in energy conservation and sustainable design to each project, including a focus on holistic resource conservation that is shared with clients, community members, and other professionals. He recently completed 12 years of service as a practicing architect member of the Board of the Collaborative for High Performance Schools (CHPS). Mr. Dougherty's expertise will provide CHPS/ Grant Funding assistance, energy efficiency leadership and LEED criteria implementation to your projects as required.

EDUCATION

» Master of Architecture, University of California, Berkeley
» Master of Business Administration, University of California, Irvine
» Bachelor of Arts, Architecture, University of California, Berkeley

LEADERSHIP

» Fellow of the AIA
» Past President of AIA California Council, 2014
» California Representative to the National AIA Strategic Council
» Past President of AIA Orange County
» 12 years - Practicing Architect Board Member, Collaborative for High Performance Schools (CHPS)

REGISTRATIONS

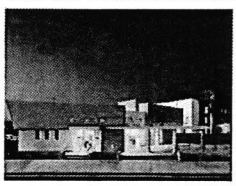
» Registered Architect: California C-9824, Arizona 28542, New Jersey 21AI01294200
» Certificate Holder National Council of Architectural Registration Boards
» Accreditation LEED AP, US Green Building Council

LEVEL OF PARTICIPATION

» 25%

RELATED PROJECTS

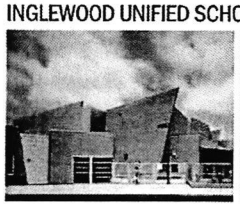
OXNARD SCHOOL DISTRICT



HARRINGTON ELEMENTARY SCHOOL - NEW SITE

The compact campus enabled construction of the new school while the existing facility remained fully operational. Conversion of a portion of the existing campus provides a new child development center to support pre-school and after hours child care.

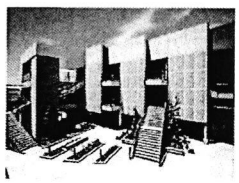
INGLEWOOD UNIFIED SCHOOL DISTRICT



LA TIJERA K-8 SCHOOL - NEW CAMPUS

The new site plan includes off-street parking for 90 cars and multiple drop off areas for the main entrance and the kindergarten building. Students have been formerly housed in interim classrooms that occupied a corner of the site that is the new turf play field.

NEWPORT- MESA UNIFIED SCHOOL DISTRICT



CORONA DEL MAR HIGH SCHOOL MS ENCLAVE

New high-tech facility incorporates classrooms and laboratories to house core middle school courses while providing a sheltered environment for the students. Designed to the standards of the CHPS and LEED for Schools.

DIEGO MATZKIN

AIA, LEED AP
Project Manager
Dougherty [WBE, SBE]

EDUCATION

» Master of Architecture, University of California, Los Angeles
» Bachelor of Arts, Architecture, University of California, Berkeley

LEADERSHIP

» American Institute of Architects, AIA Orange County Chapter

REGISTRATIONS

» Registered Architect: California C-27962
» Accreditation LEED AP, US Green Building Council

LEVEL OF PARTICIPATION

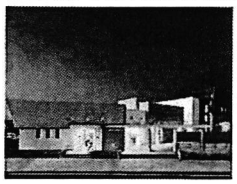
» 40%

Diego Matzkin has more than 21 years of experience as a project manager for educational, municipal, and state funded projects throughout California.

Diego Matzkin is a Firm Associate and Architect with more than 21 years of extensive experience in management, production and construction of educational, municipal, and state funded projects of various scales and complexity. Diego's experience includes project budget and schedule management, program development with user groups, oversight and quality of architectural/engineering design and construction documents, coordination with specialty consultants, contract management and negotiation (with clients, general contractors, consultants and vendors), processing of governmental jurisdiction approvals and business development activities in pursuit of educational and municipal projects.

RELATED PROJECTS

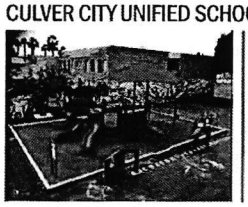
OXNARD SCHOOL DISTRICT



HARRINGTON ELEMENTARY SCHOOL - NEW SITE

The compact campus enabled construction of the new school while the existing facility remained fully operational. Conversion of a portion of the existing campus provides a new child development center to support pre-school and after hours child care.

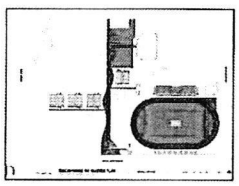
CULVER CITY UNIFIED SCHOOL DISTRICT



DISTRICT-WIDE ARCHITECTURAL SERVICES

The Culver City USD playground improvement project includes the installation of playground surfaces and equipment for both kindergarten and elementary school campuses. Accessibility improvements to site facilities bring the campus up-to-date.

RIALTO UNIFIED SCHOOL DISTRICT



EISENHOWER MASTER PLAN, GYM HVAC, ELECTRICAL UPGRADES

The improvements to the Eisenhower High School campus include a variety of prioritized projects. A carefully conceived campus Facilities Master Plan developed with pro-active District participation, identifies each component in an anticipated six-year implementation program.

MATT GUMMOW

AIA
Project Architect
Dougherty [WBE, SBE]

As Project Architect, Matt utilizes a holistic approach to professional design service, balancing the project's goals and budget with quality design to deliver top-tier services.

Matt Gummow is an Architect and Associate of the Firm who values collaborative and iterative creative processes and believes great building design engages with the site. Since joining the firm, Matt has been a leader in designing through the BIM process, utilizing a holistic approach to professional design service, balancing quality and budget to deliver top-tier architectural solutions. His expertise in Building Information Modeling includes a mastery of Autodesk Revit, Navisworks, Autocad, SketchUp, Rhino 3D, Grasshopper Parametric Modeling, and a variety of 3D rendering and visualization software. He is involved in the preparation of BIM generated design and construction documents, and works closely with consulting engineers to support document coordination and quality control.

EDUCATION

» Master of Architecture, NewSchool of Architecture and Design, San Diego
» Bachelor of Business Administration, University of San Diego

LEADERSHIP

» American Institute of Architects, AIA, Orange County Chapter

REGISTRATIONS

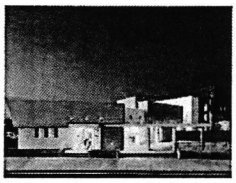
» Registered Architect: California C-35257

LEVEL OF PARTICIPATION

» 60%

RELATED PROJECTS

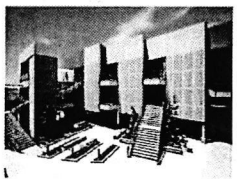
OXNARD SCHOOL DISTRICT



HARRINGTON ELEMENTARY SCHOOL - NEW SITE

The compact campus enabled construction of the new school while the existing facility remained fully operational. Conversion of a portion of the existing campus provides a new child development center to support pre-school and after hours child care.

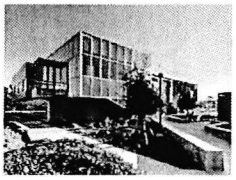
NEWPORT-MESA UNIFIED SCHOOL DISTRICT



CORONA DEL MAR HIGH SCHOOL/MIDDLE SCHOOL ENCLAVE

New high-tech facility incorporates classrooms and laboratories to house core middle school courses while providing a sheltered environment for the students. Designed to the standards of the CHPS and LEED for Schools.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT



IRVINE VALLEY COLLEGE - NEW LIFE SCIENCES BUILDING

Traditional and informal learning spaces mix to create an unparalleled educational experience in this innovative LEED Gold building. A compact footprint includes a two-story atrium, eight laboratories and a demonstration greenhouse.

BETSEY OLENICK DOUGHERTY

FAIA, LEED AP
Supporting Partner, FF&E, Color Selection
Dougherty [WBE, SBE]

EDUCATION

» Master of Architecture, University of California, Berkeley
» Bachelor of Arts, Architecture, University of California, Berkeley

LEADERSHIP

» AIA Fellow, 1990
» Urban Land Institute
» Academy of Neuroscience for Architecture, Board Member

REGISTRATIONS

» Registered Architect: California C-9825
» Certificate Holder, National Council of Architectural Registration Boards
» Accreditation LEED AP, US Green Building Council

LEVEL OF PARTICIPATION

» 15%

[Betsey Olenick Dougherty understands that the quality of the environment has a direct relationship to the quality of life, and that design excellence can positively influence student behavior.]

Betsey Olenick Dougherty, FAIA, LEED AP is the founding partner of Dougherty in Southern and Northern California. Ms. Dougherty established the firm in 1979, and began a career emphasizing design excellence and sustainability for educational facilities. She has been actively involved in the American Institute of Architects since 1976 and is a former Chancellor of the National AIA College of Fellows. Ms. Dougherty is also the firm in-house consultant in the following areas: community facilitation, material and color selection and specifications, FF&E selection and procurement support, space planning support and coordination.

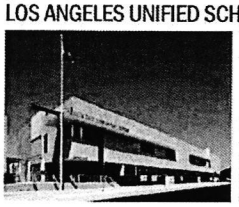
RELATED PROJECTS

LOS ANGELES UNIFIED SCHOOL DISTRICT

MARGUERITE POINDEXTER LAMOTTE - NEW SCHOOL

The small site dictates a tight, efficient floor plan, providing the full spectrum of services for an elementary school curriculum for 650 K-5 students. Aggressive sustainable design goals have achieved High Performance Incentive (CHPS HPI) status and Savings by Design criteria.

LOS ANGELES UNIFIED SCHOOL DISTRICT



ASPIRE JUANITA TATE ACADEMY - NEW CAMPUS

This high density solution consists of a two-story 56,000 sf classroom/administration building over a below-grade 87 car parking garage; a single story kindergarten building with adjacent play area; and a joint-use multipurpose/kitchen building.

INGLEWOOD UNIFIED SCHOOL DISTRICT

LA TIJERA K-8 SCHOOL - NEW CAMPUS

The new site plan includes off-street parking for 90 cars and multiple drop off areas for the main entrance and the kindergarten building. Students have been formerly housed in interim classrooms that occupied a corner of the site that is the new turf play field.

ORLANDO MORENO

P.E.
Civil Engineer
Brandow & Johnston

Mr. Moreno has more than 18 years K12 experience in Southern California and is committed to sustainable design as it relates to public educational projects.

Mr. Moreno is a registered Civil Engineer in California with 18 years of engineering experience with educational projects. His role as a team leader is to ensure implementation of high quality technical solutions related to the project site, through direction and supervision of the technical and support staff, close coordination and support to clients and consultants, and by promoting quality, efficiency, code implementation and great attention to details. He has a strong personal and professional commitment to sustainable design as it relates to education projects. His expertise in site development design, storm water flood control and water quality mitigation is an invaluable asset to the District.

EDUCATION

» Bachelor of Science, Civil Engineering, University of Southern California

LEADERSHIP

» ASCE (American Society of Civil Engineering)
» ULI (Urban Land Institute)

REGISTRATIONS

» Registered Engineer, CA-65405
» Qualified SWPPP Developer/ Practitioner (QSD/QSP)

LEVEL OF PARTICIPATION

» 25-30%

RELATED PROJECTS

» El Rancho USD, Rivera ES Modernizations
» Los Angeles USD, Various ES Campus Pavement Repairs
» Baldwin Park USD, Baldwin Park Vineland ES, Play Fields and Drainage Relief
» Ennox USD, Moffet ES Campus Modernizations
» Malibu USD, Grant ES, Site Improvements
» Malibu USD, John Adams MS, Modernization and Play Fields
» Santa Monica USD, John Adams MS Campus Modernizations
» Baldwin Park USD, North Park HS Auto Center Building
» Baldwin Park USD, Baldwin Park HS Appliance and Auto Center
» Glendale USD, New Classroom Building Santa Ana Magnolia Pacific Tech
» City of Los Angeles, Pilgrim School, Phase I, Parking and Athletic Fields
» City of Los Angeles, Green Dot, PAT Brown High School
» City of Sherman Oaks, Norte Dame Private High School
» City of Santa Ana, Magnolia Pacific Tech School
» City of Pasadena, Seqoyah Private School

MEHRAN POURZANJANI

PRINCIPAL, S.E.
Structural Engineer
Saiful Bouquet Structural Engineers [MBE, SBE]

EDUCATION

» Master of Science, Structural Engineering, University of Colorado
» Bachelor of Science, Structural Engineering, University of Colorado

LEADERSHIP

» Associate Member, Structural Engineers Association of Southern California (SEAOC)
» SEAOC Seismology Committee as Representative of Southern California
» Member, American Concrete Institute

REGISTRATIONS

» Structural Engineer, S3298
» Civil Engineer, C41512

LEVEL OF PARTICIPATION

» 25-30%

Mehran has more than 30 years of experience in structural engineering for K12 projects.

Mehran Pourzanjani M.S., S.E. is a principal of Saiful Bouquet Structural Engineers. His background spans a wide spectrum of structures. Mehran serves on the State (SEAOC) Seismology Committee and is the Chair of its Southern California Chapter (SEAOSC). He also served as part of a "PEER Tall Buildings Initiative" task group developing guidelines for the seismic analysis of tall buildings towards codification. He will ensure all SBI documents are fully integrated into a project specific Revit BIM Model and will provide innovative and professional structural engineering services to the Oxnard School District. Mr. Pourzanjani is a former DSA Plan Reviewer and has worked with Dougherty for over 18 years.

RELATED PROJECTS

» Oxnard SD, Norma Harrington Elementary School
» Los Angeles USD, Marguerite Poindexter LaMotte Elementary School
» Rialto USD, Eisenhower High School Master Plan, New Performing Arts Center and Stadium
» Bonita USD, Bonita High School Gymnasium
» Newport-Mesa USD, Corona del Mar High School, Middle School Enclave
» Conejo Valley USD, Westlake High School Performing Arts Center
» Lawndale ESD, District-wide Modernization (seven Sites)
» Rialto USD, Modernization and HVAC Upgrades
» Glendale USD, Woodrow Wilson Middle School
» Los Angeles USD, Dorsey High School Redevelopment
» Long Beach USD, Colin Powell High School and Gymnasium
» Compton USD, Education Services Center
» Pasadena USD, District-wide Modernization and New Construction

RAYMOND SWARTZ

P.E., IESNA, LEED AP
Electrical Engineer
Tk1sc Collaborative

Ray's responsibilities include involvement in all aspects of design operations and production activities for the firm's complete range of electrical engineering services.

Ray acts as Principal-in-Charge, as well as the project's Electrical Engineer of Record for all projects with which he is involved. His day-to-day involvement with each project ensures a coordinated quality design that will result in a highly successful end product. Ray also specializes in architectural lighting design/consulting and has been responsible for innovative and creative lighting designs which have enhanced the utility, comfort, and grace of numerous architectural and landscape projects.

EDUCATION

» Bachelor of Science, Physics, University of California, Riverside

LEADERSHIP

» USGBC, United States Green Building Council
» Member, AIA Orange County
» SAME, Society of American Military Engineers
» IESNA, Illuminating Engineering Society of North America

REGISTRATIONS

» Registered Engineer, Electrical E-15610

LEVEL OF PARTICIPATION

» 20-25%

RELATED PROJECTS

» Long Beach USD, Various Project at 12 Campuses
» Newport-Mesa USD, Various Projects at Four Campuses
» Redondo Beach USD, Various Projects at Five Campuses
» San Diego USD, Patrick Henry High School
» Torrance USD, Torrance High School and North High School
» Placentia/Yorba Linda USD, District Modernizations at Various Campuses
» Santa Ana USD, District Wide Modernizations at Various Campuses
» Pomona USD, Ganesha High School and Garey High School Modernizations
» Hawthorne USD, Modernization of 9 Campuses
» Brea Olinda USD, Brea Olinda High School Modernizations
» Cypress SD, Modernization of Two Campuses
» Anaheim City SD, District Modernizations at Various Campuses
» Little Lake City SD, Modernization of Nine Campuses

LARRY SUN

LEED AP
Mechanical/Plumbing Engineer
Tk1sc Collaborative

EDUCATION

» Bachelor of Science, Physics, University of California, Riverside

LEADERSHIP

» USGBC, United States Green Building Council
» Member, AIA Orange County
» SAME, Society of American Military Engineers
» IESNA, Illuminating Engineering Society of North America

REGISTRATIONS

» Registered Engineer, Electrical E-25633

LEVEL OF PARTICIPATION

» 20-25%

Larry recognizes the critical nature of mechanical systems in supporting sustainable projects, and enjoys the collaborative process in achieving these goals.

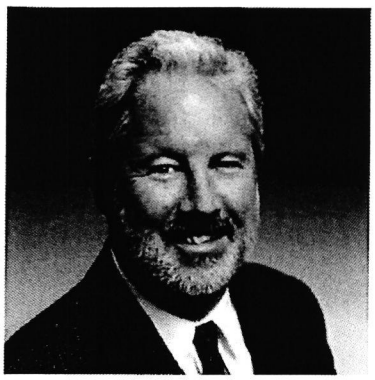
Larry is a vital part of carrying on the core values that have made Tk1sc a success. Being involved in nearly all of Tk1sc's major market segments has helped Larry develop a keen awareness of client and project requirements, with a focus on details that make a project successful. As one of the first LEED Accredited professional in the firm, Larry recognizes the critical nature of mechanical systems in supporting sustainable projects, and enjoys the collaborative process in achieving these goals. Larry is an active participant in the HVAC Industry, locally and nationally, and has served in numerous positions within ASHRAE.

RELATED PROJECTS

» Pomona USD, Ganesha High School Modernizations
» Pomona USD, Garey High School Modernizations
» Brea Olinda USD, Brea Olinda High School Modernizations
» Cypress School District, Modernization of Two Campuses
» Savanna USD, Various Modernizations at Multiple Campuses
» Santa Ana USD, Various Modernizations at Multiple Campuses
» Torrance USD, Various Modernizations at Multiple Campuses
» Long Beach USD, Various Projects at 12 Campuses
» Newport-Mesa USD, Various Projects at Four Campuses
» City of Los Angeles, Camino Nuevo Charter Academy Modernizations
» Hawthorne USD, Modernization of Nine Campuses
» Little Lake City School District, Modernization of Nine Campuses
» Hemet USD, Acacia Middle School, Modernization of Existing Buildings and New Gym

BOB STONE

ASLA
Landscape Architect
NUVIS [DBE, SBE]



EDUCATION

» Bachelor of Science, Landscape Architecture, California Polytechnic University

LEADERSHIP

» ASLA (American Society of Landscape Architects)

REGISTRATIONS

» Landscape Architect, California 1891

LEVEL OF PARTICIPATION

» 25%

Mr. Stone's design focus on sensitive landscape irrigation and hardscapes with storm water management, ease of maintenance, and the reduction of heat islands.

Mr. Stone, ASLA has more than 33 years of landscape design experience with NUVIS in educational projects. He is an expert in creative solutions and will follow through from conceptual design to field observation. Mr. Stone approaches sustainable design for public educational projects in a holistic manner. Designs incorporate safety and visibility, energy and water efficiency, locally sourced construction materials, organic soil amendments, native plant species, and turf restrictions to large active spaces. Mr. Stone has worked with Dougherty for more than 24 years on approximately 77 projects.

RELATED PROJECTS

» Los Angeles USD, Humphrey's Elementary School Core Facilities,
» Los Angeles USD, Juanita Tate Elementary School
» Los Angeles USD, Marguerite Poindexter LaMotte Elementary School
» Newport-Mesa USD, Corona Del Mar High School, Middle School Enclave,
» Newport-Mesa USD, Corona Del Mar High School Quad Renovation
» Pasadena USD, Madison ES Kitchen and Lunch Shelter, Pre-School and Family Center
» Pasadena USD, Marshall ES Library and Sports Complex
» El Rancho USD, Magee ES, Irrigation re-design
» Anaheim ESD, Holder Elementary School
» Anaheim ESD, Westmont Elementary School
» Anaheim ESD, Twila Reid Elementary School
» Anaheim ESD, Stoddard Elementary School
» Anaheim Union HSD, Anaheim HS and Katella High School
» Beverly Hills USD, Beverly Vista K-8 Historic Preservation and Addition
» Bonita USD, Bonita High School Gymnasium
» Conejo Valley USD, Westlake High School Performing Arts Center

STEVE HSIEH

Cost Consultant
Yuang Tai, Inc. (MBE, SBE)

EDUCATION

» Bachelor of Science, Architecture, National Cheng-Kung University, Taiwan
» Master of Science, Civil Engineering & Construction Management, Oklahoma State University

LEADERSHIP

» Specialty Estimating Certificates: Fluor E&C, Inc.

REGISTRATIONS

» American Society of Professional Estimators

LEVEL OF PARTICIPATION

» 20%

Steve Hsieh possesses more than 33 years of construction industry related experience in the field of professional Cost Estimating for public educational projects.

Steve Hsieh possesses more than 33 years of construction industry related experience in the field of professional Cost Estimating. He assumes bottom line responsibility for the projects he is involved with and applies his expertise on a daily basis in regard to preparing budget type estimates as well as competitive bid estimates. Steve has estimated more than 600 major projects totaling over $5 billion dollars in construction value, and focuses on educational master planning, modernization and new construction projects. He holds California Contractor Licenses, both A & B.

RELATED PROJECTS

» Oxnard SD, District-Wide Modifications and New Construction
» El Rancho USD, El Rancho High School, New Practice Gym and Sitework
» Los Angeles USD, Monroe Industrial Arts Building
» Alhambra USD, District-Wide Modifications and New Construction
» Inglewood USD, District-Wide Modifications and New Construction
» Beverly Hills USD, District-Wide Modifications and New Construction
» Goleta USD, District-Wide Modifications and New Construction
» La Canada USD, District-Wide Modifications and New Construction
» Santa Monica/Malibu USD, District-Wide Cost Estimating Services
» Fremont USD, District-Wide Cost Estimating Services
» San Gabriel USD, District-Wide Modifications and New Construction
» Fullerton SD, District-Wide Modifications and New Construction
» La Habra City SD, Walnut Elementary School Modernization
» Anaheim Union HSD, District-Wide Modifications and New Construction
» Whittier Union HSD, District-Wide Modifications and New Construction

Dougherty

McKinna K-5 School
Oxnard School District

Fee with Re-Use

			Fee % Based on Reuse	Fee $ Based on Reuse
Total Hard Costs		$ 22,938,456		
Total Non Discounted Fee		$ 2,293,845		
Discounted Fee		$ 1,880,954		
Phases				
Project Initiation	2.0%	$ 45,877	2.0%	$ 37,619
Program	2.0%	$ 45,877	2.0%	$ 37,619
SD	9.0%	$ 206,446	9.0%	$ 169,286
DD	14.0%	$ 321,138	14.0%	$ 263,333
CD	43.0%	$ 986,354	43.0%	$ 808,810
Bid	5.0%	$ 114,692	5.0%	$ 94,048
Construction	20.0%	$ 458,769	20.0%	$ 376,191
Close Out	5.0%	$ 114,692	5.0%	$ 94,048
	100.0%	$ 2,293,845		$1,880,954
Discount				$ 412,892

DESIGN FORWARD

The following disciplines are a part of the basic scope of services:

- Architecture, Civil, Landscape, Structural, MEP and Cost Estimating as noted below
- We will assist the District with FF&E while the District prepares the FF&E procurement documents

Project Services beyond Basic Fee Above (Services can be provided as requested as an augmentation)

- Fire Sprinkler Engineering
- Site Hydrology
- Site Storm Water Protection Plan
- MS4 Water Calculations
- MWELO Landscape Irrigation Calculations
- Offsite Design and Interface with City including traffic, encroachment and offsite utilities
- Energy Modeling beyond T24 requirement
- Wind Studies
- Acoustical Engineering
- Food Service Design
- AV and Technology systems design

Costa Mesa
3194 D Airport Loop Drive
Costa Mesa, CA 92626
714. 427. 0277
info@dougherty.us

Oakland
1904 Franklin Street, Suite 909
Oakland, CA 94612
510. 654. 2544
www.dougherty.us

- LEED or CHPS Certification (designing to these standards is part of the basic fee)
- Engineering for Photovoltaic systems
- Detailed Cost Estimating beyond one design estimate and one DD estimate
- Building Envelope and Roofing Consultant
- Breaking Project into multiple DSA applications

Attachment B - Cost Comparison Sheet

McKinna Elementary School				Proposed "Re-use of Plans" Harrington School Oxnard SD					
Design & Reconstruct School to District K-5 Specifications for 750 students									
Description	*Quantity*	*Units*	*Total*	*Description (Same format as District Specification)*	*Quantity*	*Units*	*Variance from District Spec.*	*Actual Total Cost as Built*	*Est. 2017 Total Cost as Proposed*
Teaching Space			30,400	**Teaching Space**	**28,250**		**2,150**		
Classroom (25)	24,000	sf		Classrooms (23)	22,080	sf		$ 8,125,440	$ 9,361,920
Restrooms	2,200	sf	2,200	Restrooms	1,800	sf	400	$ 900,000	$ 1,247,400
Subtotal			**49,765**		**44,643**		**5,122**		
Allowance for Sitework	8.4	AC			8.1	AC	.3 AC	$ 2,350,000	$ 2,775,000
Total Costs								**$ 25,243,487**	**$ 30,998,059**
Total Hard Costs								$ 18,638,604	$ 22,926,930
Total Soft Costs	26%							$ 4,901,953	$ 6,029,783
FF&E	4%							$ 771,000	$ 895,000
Total Contingency	5%							$ 931,930	$ 1,146,347

EXHIBIT "C"
BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

(1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.

(2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.

(3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.

(4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.

(5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.

(6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.

(7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.

(8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

(9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.

(10) Utilize the standardized filing system as currently utilized by Architect.

(11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.

(12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.

(13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

(1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The

term construction cost excludes property and similar taxes attributable to the Project site.

(2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.

(3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.

(4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.

(5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

(1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

(2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

(3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.

(i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

(ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

(iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

(iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

(v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

(1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.

(2) Hold initial community information/PTA meeting at a location designated by the District, if required.

(3) Conduct Architectural program meeting with the District selected project participants.

(4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.

(5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

(6) Estimates prepared by Architect:

(i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.

(ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.

(iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

(iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.

(v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.

(vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

(1) Architectural:

(i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

(ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

(iii) Identify proposed roof system, deck, insulation system and drainage technique.

(iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.

(2) Civil:

(i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

(ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.

(iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.

(5) Estimates:

(i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

(ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

(iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

(i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

(ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

(i) Scaled, dimensioned floor plans with final room locations including all openings.

(ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.

(iii) Identification of all fixed equipment to be installed in contract.

(iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.

(v) Preliminary development of details and large scale blow-ups.

(vi) Legend showing all symbols used on drawings.

(vii) Floor plans identifying all fixed and major movable equipment and furniture.

(viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

(ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

(a) Light fixtures

(b) Ceiling registers or diffusers

(c) Access Panels

(x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.

(xi) Building design shall conform to all adopted energy regulations.

(xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, widows, and types of hardware.

(xiii) Identify code requirements; include occupancy classification(s) and type of construction.

(2) Structural:

(i) Structural drawing with all major members located and sized.

(ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.

(iii) Preliminary specifications.

(iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.

(3) Mechanical:

(i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.

(ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

(iii) Show selected system on drawings as follows:

(a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases

(b) Location and preliminary sizing of all major equipment and duct work in allocated spaces

(c) Schematic piping

(d) Temperature control zoning.

(ii) Major mechanical equipment should be scheduled indicating size and capacity.

(iii) Ductwork and piping should be substantially located and sized.

(iv) Devices in ceiling should be located.

(v) Legend showing all symbols used on drawings.

(vi) More developed outline specifications indicating quality level and manufacture.

(4) Electrical:

(i) Calculate overall approximate electrical loads.

(iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.

(iv) Show system(s) selected on drawings as follows:

(a) Single line drawing(s) showing major distribution system.

(b) Location and preliminary sizing of all major electrical systems and components including:

(1) Load centers
(2) Main panels
(3) Switch gear

(v) Identify and define the scope of the technology backbone system.

(vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).

(vii) All major electrical equipment should be scheduled indicating size and capacity.

(viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.

(ix) Legend showing all symbols used on drawings.

(x) More developed outline specifications indicating quality level and manufacture.

(xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

(i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.

(ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

(i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

(11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

(1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.

(2) Construction Documents (C/D) 50% stage:

(i) Architectural:

(a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.

(b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.

(c) Architectural details and large blow-ups started.

(d) Well developed finish, door, and hardware schedules.

(e) Site utility plans started.

(f) Fixed equipment details and identification started.

(g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

(ii) Structural:

(a) Structural floor plans and sections with detailing well advanced.

(b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

(c) Completed cover sheet with general notes, symbols and legends.

(iii) Mechanical:

(a) Mechanical calculations virtually completed with all piping and ductwork sized.

(b) Large scale mechanical details should be started.

(c) Mechanical schedule for equipment substantially developed.

(iv) Electrical:

(a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.

(c) All electrical equipment schedules should be started.

(d) Special system components should be approximately located on plans.

(e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

(a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

(b) Coordination of the development of specifications by other disciplines.

(c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

(a) Virtually complete site plan.

(b) Virtually complete floor plan, elevations and sections.

(c) Architectural details and large blow-ups near completion.

(d) Finish door, and hardware schedules virtually complete, including most details.

(e) Site utility plan virtually complete.

(f) Fixed equipment details and identification virtually complete.

(g) Reflected ceiling plan virtually complete.

(h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.

(i) All equipment catalog cuts.

(ii) Structural:

Completed structural floor plans and sections with detailing well advanced.

(iii) Mechanical:

(a) Mechanical load calculations complete and all piping and ductwork sized.

(b) Large scale mechanical details should be substantially complete.

(c) Mechanical schedule for equipment substantially complete.

(iv) Electrical:

(a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.

(c) All electrical equipment schedules should be virtually complete.

(d) Special system components should be located on plans.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

(4) Construction Documents - Substantial Completion Stage:

(i) Architectural:

(a) Completed site plan.

(b) Completed floor plans, elevations and sections.

(c) Architectural details and large blow-ups completed.

(d) Finish, door and hardware schedules completed, including all details.

(e) Site utility plans completed.

(f) Fixed equipment details and identification completed.

(g) Reflected ceiling plans completed.

(ii) Structural:

(a) Structural floor plans and sections with detailing completed.

(b) Structural calculations completed.

(iii) Mechanical:

(a) Large scale mechanical details complete.

(b) Mechanical schedules for equipment completed.

(c) Completed electrical schematic for environmental cooling and exhaust equipment.

(d) Complete energy conservation calculations and report.

(iv) Electrical:

(a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.

(b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(c) All electrical equipment schedules completed.

(d) Special system components plans completed.

(e) Electrical load calculations completed.

(v) Civil:

All site plans, site utilities, parking and roadway systems completed.

(vi) Estimate:

Update and refine the 50% Construction Document Estimate.

(vii) Specifications:

(a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

(b) Coordination of the development of specifications by other disciplines.

(c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

(i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.

(ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

(a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).

(b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.

(c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

(i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.

(ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.

(7) Contract Documents:

(i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.

(ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.

(iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.

(8) Meetings:

(i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting

(ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

(1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.

(2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.

(3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.

(4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.

(5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

(6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

(1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

(2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.

(3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

(4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.

(5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

(6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

(7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when competed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.

(8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

(9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.

(10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.

(11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

(1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.

(2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.

(3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

(1) Ground contamination or hazardous material analysis.

(2) Any asbestos testing, design or abatement.

(3) Environmental impact report.

(4) Historical significance report.

(5) Soils investigation.

(6) Geotechnical hazard report.

(7) Topographic survey.

(8) Title report.

EXHIBIT "D"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

(a) Schematic Design Submittal Package - 6 copies

(b) Cost estimates - 4 copies

(c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

(a) Rendered perspective drawings - 6 copies

(b) Color/Material Boards - 2 copies

(c) Design Development drawing submittal - 4 copies

(d) Outline Specifications - 4 copies

(e) Cost Estimate - 4 copies

(f) Design Checklist - 4 copies

(g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

(a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.

(b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

(c) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes -2

(Submit with DSA Submittal)

(d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

(e) Electronic file copy of DSA Approved CD drawings and specifications on CD- 1 copy (in PDF and CAD format)

(f) Design Checklist - 2 copies

(g) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

INVOICE APPROVAL LETTER & BILLING COVER SHEET

Date: XX/XX/XXXX

Project No. X: XXXX

Consultant: XXXX

(CONSULTANT NAME) has submitted Invoice No. XX for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Deputy Superintendent of Business Services, Lisa Cline.

By signing below, a representative of (CONSULTANT NAME), hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

_____

(CONSULTANT NAME) Date

The invoice has been reviewed by the following and is recommended for payment:

_____

Caldwell Flores Winters, Inc. Date

_____

Oxnard School District Date
Lisa Cline, Deputy Superintendent for
Business and Fiscal Services

1354

EXHIBIT "E"

FINGERPRINTING REQUIREMENTS

SECTION 00510

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: BRIAN DAUGHERTY 4.1.17

Title: PROJECT MGR

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 4.1.17

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Work Authorization Letter #17 to Earth Systems Pacific for Geotechnical Observation & Testing Services for the Marshall New Classroom Building Project (Penanhoat/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems Southern California to provide Geotechnical Engineering, Material Testing and Special Inspections Services.

Due to structural modifications that were implemented as requested by the engineer, and DSA Field Engineer, additional special inspection services were needed. Work Authorization Letter (WAL #17) expands the professional scope of services to address additional special inspection needed.

The District, in consultation with CFW recommends issuing WAL #17 to Earth Systems Pacific, to address required additional special inspection services which resulted from multiple structural modifications that occurred during construction of the Marshall New Classroom Building. The additional services include inspection of additional structural steel bolting, foundation excavation observations, and additional welding inspection both in the shop during fabrication and in the field during steel erection.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement #13-122
Supplemental Work Authorization Letter #17
Consultant: Earth Systems Pacific
Date Issued: 8/21/2019

FISCAL IMPACT:

Twelve Thousand Eight Hundred Dollars and Zero Cents ($12,800.00) to be paid to Earth Systems Pacific under Board approved Master Agreement #13-122 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 Six-month update.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees ratify WAL #17 for Master Agreement #13-122 with Earth Systems Pacific.

ADDITIONAL MATERIALS:

Attached: **WAL #17 - Earth Systems Pacific (1 Page)**
Proposal, Earth Systems Pacific, June 3, 2019 (2 Pages)
Master Agreement #13-122 - Earth Systems Southern California (41 Pages)

WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	**DATE:** 8/21/2019
SITE NAME: Marshall Elementary School	**DSA #** 03-116806
MASTER AGREEMENT #: 13-122	**OPSC #** 72538-91
WAL #: 17	**VENDOR ID:**

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT		CONSULTANT
OXNARD SCHOOL DISTRICT	Firm Name:	Earth Systems Pacific
1051 South A Street	Street:	1371-A Walter Street
Oxnard, CA 93030	City, State, Zip:	Ventura, CA 93003
(805) 385-1501	Phone:	(805)642-6727

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Earth Systems will be performing the following services when required by Division of the State Architect Inspections List, as requested by the Inspector of Record. Participation at the preconstruction conference, geotechnical observation and compaction testing during grading operations, laboratory testing during site grading, compaction testing within fire department turnaround and other hardscape areas, laboratory testing for parking lots and hardscape work, compaction testing in utility and storm drain trench backfills, laboratory testing for utility trench backfills, geotechnical foundation observation and testing, project management, engineering review and consultation.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: June 1, 2019 **COMPLETION DATE:** July 31, 2019

FIXED FEE AMOUNT: **Twelve Thousand Eight Hundred Dollars and Zero Cents ($12,800.00)**

This fee amount is based upon Consultant's proposal dated 06/03/19 *and subsequent negotiations mutually agreed to by all parties*

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	**CONSULTANT**
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Mario Mera PREPARED BY: Varun Inapuri

P.O. # P.O. AMOUNT:

SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ■ OTHER: Master Construct and Implementation Program

COST ID: 6280

(PM APPROVAL SIGNATURE) (DATE)

Earth Systems
1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | www.earthsystems.com

June 3, 2019

Project No.: 300686-001
Reference No.: VT-24867-08

Attention: Varun Inapuri
CFW, Inc.
vinapuri@cfwinc.com

Project: Marshall Classroom Building
2900 Thurgood Marshall Drive
Oxnard, California

Subject: Proposal to Provide Testing and Special Inspection Services during Construction From April 1, 2019, through Completion of Project

Earth Systems proposes to provide testing and special inspection services during ongoing construction of a new two-story classroom building at Marshall Elementary School in Oxnard, California. Although a detailed construction schedule has not been provided, discussions with the Project Inspector and Contractor provided perspective with respect to anticipated future requirements for materials inspection and testing from April 1, 2019 through completion of construction.

Estimated Fees

The following estimate has been generated based on those conversations with the Project Inspector and Contractor. This estimate is a “good faith” estimate, and should not be considered "not-to-exceed". However, a change order request will be issued if it appears that this estimate will be exceeded.

Total Estimate **$12,800.00**

The contractual terms included in the Master Service Agreement between the Oxnard School District and Earth Systems shall continue to apply to this phase of work on the project.

Upon acceptance of this change order request, please sign and date a copy and return it to **Earth Systems Pacific**, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

EARTH SYSTEMS PACIFIC

Patrick V. Boales
Engineering Geologist No. 1346/Managing Principal

Agreed to and Accepted

_____
Client Signature and Title

_____
Client Name (in print)

_____
Date

Copies: 1 - Oxnard School District c/o CFW, Attention: Varun Inapuri (via email)
1 - Proposal File

OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND SPECIAL INSPECTIONS)

This Agreement for Consultant Services ("Agreement") is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Earth Systems Southern California** ("Consultant") with a business address at 1731-A Walter Street, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District's sole discretion.

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

OPERATIVE PROVISIONS

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

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

2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter ("WAL") which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.

3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.

4. **Agreement, Scope of Work, and Assignment of Projects**. District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the "Services") pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and

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conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A.**

6. **Time for Performance**. The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

7. **Additional Services**. Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.

8. **Compensation and Method of Payment**. This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. **Responsibilities of Consultant:**

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. **Responsibilities of District.**

a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.

b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.

c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.

d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.

e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

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

a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or

c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.

14. **Inspection and Final Acceptance**. District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.

15. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.

    a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.

16. **Ownership of Documents**. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.

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

18. **Consultant's Books and Records**. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

19. **Independent Contractor**. Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

20. **Standard of Performance**. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information**. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

    a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

    b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

    a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [____] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

    PVB (Initials)

23. **Compliance with Applicable Laws**. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

PVB (Initials)

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

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

26. **Disabled Veteran Business Enterprise Participation**. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

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

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

29. **District Administrator. Lisa Franz** shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

30. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

    a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification**. To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

    a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

    PVB (Initials)

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

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

    To District:
    Oxnard School District
    1051 South A Street
    Oxnard, California, 93030
    Attention: Lisa Cline
    Assistant Superintendent, Business & Fiscal Services
    Re: [Insert Project Name]

With electronic copy to:	Caldwell Flores Winters, Inc. Oxnard School District Program Manager 6425 Christie Ave., Suite 270 Emeryville, California 94608 Attention: Yuri Calderon T: 510-596-8170 Email: ycalderon@cfwinc.com
To Consultant:	Earth Systems 1731-A Walter Street Ventura, CA 93003 Attention: Paul Mooney T: (805) 642-6727 Email: pmooney@earthsys.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays**. Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

35. **Entire Agreement; Binding Effect**. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

36. **Amendment**. No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

37. **Waiver**. Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).

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

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

EARTH SYSTEMS SOUTHERN CALIFORNIA:

Patrick V. Boales
Signature

Patrick V. Boales, President
Typed Name/Title

November 1, 2013
Date

Tax Identification Number: 95-4709565

☐ Not Project Related

☑ Project #**13-122**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

WORK AUTHORIZATION PROCEDURES

1. **Assignment of Work Authorization**

1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal ("RFP") for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.

1.2. Evaluation of Proposal: District's Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.

1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.

1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter ("WAL") to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.

1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.

1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant's invoice for final payment.

1.7. WAL Form: See next page for sample Work Authorization Letter.

☐ Not Project Related

☑ Project #**13-122**

WORK AUTHORIZATION LETTER (WAL)

GENERAL INFORMATION

PROJECT #:	DATE:
SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	Firm Name:
1051 South A. St.	Street:
Oxnard , CA 93030	City, State, Zip:
(805) 385-1501	Phone:

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

(ATTACH ADD'L PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE:	COMPLETION DATE:

FIXED FEE AMOUNT:_____

This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.

This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT		CONSULTANT	
OXNARD SCHOOL DISTRICT		**CONSULTANT:**	
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER:	PREPARED BY:
PO #:	PO AMOUNT:
SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☐ OTHER:_____	
COST ID:	
(PM APPROVAL SIGNATURE)	(DATE)

SPECIAL INSTRUCTIONS:

☐ Not Project Related

☑ Project #**13-122**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

COMPENSATION & RATE/FEE SCHEDULE

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

Professional Personnel (hourly)

Staff Engineer/Geologist $110.00
Senior Engineer/Geologist $150.00
Laboratory Technician.....$75.00

Technical Personnel (hourly) for Non-Prevailing Wage Services

Technician (Off-Site or for Sample Pickup) $72.00
Batch Plant Inspector (Off-Site).....$72.00
Special Inspector for Shop Welding or Steel Fabrication a the Shop (Off-Site Shops Only) $75.00

Mileage Charges

A mileage charge of $20.00 will be applied to all non-prevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged.

Technical Personnel (hourly) for On-Site (Prevailing Wage) Services

Soil Technician or Anchor Pull Tester $83.00
Concrete Sampling Technician.....$83.00
Special Inspector $85.00

Mileage Charges

A mileage charge of $20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips.

Other

Certified Payroll.....$40.00/person/payroll
.....plus copying fees

☐ Not Project Related

☑ Project #**13-122**

LABORATORY SERVICES
(Partial Listing of Available Tests)

SOIL

Moisture Content of Soils: ASTM D 2216 ..... $32.00

Expansion Index: UBC Std 29-2: ASTM D 4829 ..... $150.00

Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698: CTM 216
- Full Curve (4" Mold) $160.00
- Full Curve (6" Mold) $200.00

Sieve Analysis (washed): ASTM D 422. D 1140: CTM 202 ..... $140.00

Sieve and Hydrometer Analysis: ASTM D 422: CTM 203 ..... $215.00

Resistance "R" Value of Soils: ASTM D 2844: CTM 301
- Untreated Soils $290.00
- Soils with Additives ..... Per Quote

Soil Corrosivity Analysis and Testing (pH. Resistivity. Sulfates) $150.00

Sand Equivalent: ASTM D 2419: CTM 217 ..... $110.00

Special Sample Preparation $75.00/hour

CONCRETE

Concrete Aggregate

Sieve Analysis:
- Washed: ASTM C 117. ASTM C 136: CTM 202 ..... $150.00
- Sieve Analysis Passing #200 Sieve only: ASTM C 117: CTM 202 ..... $95.00

Specific Gravity:
- Coarse Aggregate: ASTM C 127: CTM 206 ..... $75.00
- Fine Aggregate: ASTM C 128: CTM 207 ..... $110.00

Potential Reactivity of Aggregate by Chemical Method: ASTM C 289 ..... Per Quote

Unit Weight of Aggregate: ASTM C 29: CTM 212 ..... $75.00

Special Sample Preparation $75.00/hour

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Cylinders, Beams, and Cores

Compression Test of Cast Cylinders (all sizes): ASTM C 39 .....$30.00*

Compression Test of Cored Samples: ASTM C 42 .....$55.00*

Compression Test Gunite Samples $100.00*

Flexural Strength, Simple Beam with Third Point Loading: ASTM C 78.....$105.00

Special Sample Preparation $75.00/hour

*No per cylinder pickup fees, no charge for cylinder molds, and no report charges.

ASPHALT CONCRETE

Miscellaneous Tests

Bulk Specific Gravity of Compacted Specimens and Core Samples:

ASTM D 2726, ASTM D 1188; CTM 308 .....$40.00

Specific Gravity, Theoretical Maximum: ASTM D 2041 .....$105.00

Marshall Method: ASTM D 1559 (Set of 3 Specimens) $330.00

Asphalt Content of Hot Mix by Ignition Method with wash and gradation.....$290.00

Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method A $135.00

Hazardous Waste Handling Charge $120.00

Moisture Content: CTM 370 .....$47.00

Sieve Analysis:

Washed: ASTM C 117, C 136; CTM 202.....$140.00

Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202 .....$75.00

Specific Gravity:

Coarse Aggregate: ASTM C 127; CTM 206.....$75.00

Fine Aggregate: ASTM C 128; CTM 207; CTM 208.....$110.00

Unit Weight of Aggregate: ASTM C 29; CTM 212 .....$75.00

Sand Equivalent: ASTM D 2419; CTM 217 .....$110.00

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AGGREGATE BASE

Sieve Analysis: ASTM C 117, C 136; CTM 202 ..... $140.00

Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301 ..... $340.00

Sand Equivalent: ASTM D 2419; CTM 217 ..... $110.00

MASONRY

Concrete Block (Per Specimen)

Compression Test on Masonry Cores: ASTM C 140 ..... $45.00

Absorption (set of 3 required): ASTM C 140 ..... $40.00

Moisture Content as received (set of 3 required): ASTM C 140 ..... $30.00

Shrinkage (set of 3 required): ASTM C 426 ..... $95.00

Specific Gravity and Unit Weight (set of 3 required): ASTM C 140 ..... $35.00

Mortar and Grout (Per Specimen)

Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each $35.00

Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each $35.00

Compression, 2" Cubes (set of 3 required) $35.00

Special Sample Preparation $75.00/hour

Masonry Prisms

Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26 ..... $150.00

Brick/Paving Units (Per Specimen)

Absorption and Saturation Coefficient: ASTM C 67/ASTM C 936 ..... $55.00

Compression Test: ASTM C 67/ASTM C 936 ..... $55.00

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STEEL

Reinforcing Bar Tests

Tensile and Bend Tests, #2 through #9: ASTM A 615 .....$115.00

Tensile and Bend Tests, #10 through #18: ASTM A 615 ..... Per Quote

Unit Weight of Coating (Galvanized).....$105.00

Structural Steel

Tensile and Bend Test (sample preparation not included).....$115.00

Machining Charges, per sample..... Cost plus 20%

Unit Weight of Galvanized Coating $110.00

Pipe

Tensile Test (sample preparation not included).....$57.00

Flattening Test (sample preparation not included) $40.00

High Strength Bolts

Bolt; Nut and Washer Load and Hardness Suite Testing (Per Set) $250.00

MISCELLANEOUS CHARGES FOR SPECIALTY EQUIPMENT

Anchor or Bolt Pullout Test Equipment $75.00/day

Torque Wrench $50.00/day

Skidmore Device.....$75.00/day

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II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

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

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
B. Acceptable back-up for billings shall include, but not be limited to:
    a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
    b. Records for all supplies, materials and equipment properly charged to the Services.
    c. Records for all travel pre-approved by District and properly charged to the Services.
    d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete,

the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

V. **The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**

VI. **Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	$1,000,000
Architects	$1,000,000 or $2,000,000
Physicians and Medical Corporations	$5,000,000

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

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

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

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EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: See Attached List

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: November 1, 2013

Proper Name of Contractor: Earth Systems Southern California

Signature: Paul E. Mooney, V.P.

By: Paul E. Mooney, Vice President

Its: _____

Earth Systems
Southern California

1731-A Walter Street
Ventura, CA 93003
(805) 642-6727
Fax (805) 642-1325

November 1, 2013

List of Employees of Earth Systems Southern California who have been through fingerprinting at Ventura County Sheriff's Department or the "Live Scan" process at other locations and found to not be convicted of any serious or violent felony as defined by Penal Code Sections 1192.7(c) and 667.5(c).

Richard M. Beard	Geotechnical Engineer
Patrick V. Boales	Engineering Geologist
Anthony P. Mazzei	Geotechnical Engineer
Paul E. Mooney	Engineering Geologist
Todd J. Tranby	Engineering Geologist

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

SCOPE OF SERVICES – GEOTECHNICAL ENGINEERING

The Geotechnical's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The geotechnical engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

1. **Borings:**
   a. The location and depth of the proposed borings proposed by the Consultant shall be submitted by the Consultant for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K12 construction. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Consultant.
   b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the Architect of Record for the Project.
   c. The Consultant shall advise the Architect of Record as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.
   d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to ASTM standards D1586, D1587 and D2113.
   e. The field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

2. **Drilling and sampling methods and protection of property:**
   a. The Consultant shall contact the Owner and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Consultant is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and

plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

3. Percolation Testing:

a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

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

4. Reports

a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.

b. The Consultant shall prepare reports in accordance with the items listed below:

i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:

- Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
- Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
- Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
- Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
- Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
- Provide appropriate subsurface profiles of rock or other bearing stratum;
- Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
- Report all laboratory determinations of soil properties.

c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
   i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
   ii. Anticipation of, and management of, groundwater for design of structures and pavements.
   iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
   iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
   v. Subgrade modules for design of pavements or slabs.
   vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
   vii. Stability of slopes.
   viii. Seismic activity.
   ix. Frost penetration depth and effect.
   x. Analysis of the effect of weather or construction equipment or both on soil during construction.
   xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
   xii. Evaluation of depth of material requiring rock excavation and methods of removal.
e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

5. Construction Phase Services

a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
b. During performance of the Services, Consultant will keep District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	**DUE DATE**
A. Work plan and schedule for completion of services	**NTP + 3 days**
B. Confirmation of completion of boring, drilling, sampling & testing activities	**NTP + 15 days**

C. Draft geotechnical engineering report for District review & comments **NTP + 25 days**
D. Final geotechnical engineering report for District approval **NTP + 30 days**

6. Time
The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

7. Accuracy Standards
Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

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SCOPE OF SERVICES (PART 2 OF 2) – Materials Testing Laboratory & Special Inspections

The Materials Testing Laboratory & Special Inspector's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

1. **Qualifications and Special Inspection Services:**
   a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

2. **General Scope of Services:**
   a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
   b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
   c. Ensure that soils conditions are in conformance to soils report.
   d. Foundation inspection.
   e. Caisson, drilled piers or driven piles inspection.
   f. As-graded soils reports.
   g. Observations and testing during site clearing and mass grading.
   h. Observing the foundations excavations for structures.
   i. Observation and testing during backfilling of utility trenches.
   j. Observation and testing during backfilling around retaining walls.
   k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
   l. Observation and testing during asphalt concrete placement.
   m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate.

All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

i. **Soil, Aggregate & Asphalt**
- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127lC128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM Dl 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM Dl 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

3. **Observation and Testing**:
   a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

4. **Concrete Mix Design Review:**
   a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
   b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
   c. *Tests to be Performed.* The Consultant shall perform the following tests:
      i. Concrete Compression Tests
         - Concrete Cylinders (ASTM C29)
         - Concrete Cores (ASTM C39)
         - Lightweight Concrete (ASTM C495)

- Insulating Concrete (ASTM C332)

ii. Concrete Flexural Tests
- Flexural Test (ASTM C293lC78)

iii. Steel Reinforcing
- Tensile (ASTM A61 5)
- Bend (ASTM A61 5)

iv. Concrete Aggregate
- Conformance Test (ASTM C33)
  (Sieve Analysis, Deleterious Substances & Soundness)

5. **Reinforcing Steel Placement:**
   a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
      i. *Bars.* Size and spacing of bars.
      ii. *Splices.* Location and length of splices.
      iii. *Clearances.* Check clearances.
      iv. *Cleanliness of Bars.* Observe cleanliness of bars.
      v. *Spacing tolerances.* Confirm spacing tolerances.
      vi. *Steel Support.* Proper support of steel with ties.

5. **Concrete Placement:**
   a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
      i. *Bar Displacement* Determine that no bars are displaced during the pouring.
      ii. *Cleanliness of Steel.* Observe cleanliness of steel.
      iii. *Placement.* Determine adequacy of placement and vibratory equipment.
      iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
      v. *Correct Mix.* Determine that the correct mix is being utilized.
      vi. *Slump.* Monitor slump of each truck.
      vii. *Temperature.* Record temperature of air and concrete.
      viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
      ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
      x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

6. **Compression Testing:**
   a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

7. **Mix Design Review:**
   a. *Grout and Mortar Mixes.* The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
   b. *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
   c. *Laboratory Tests.* Laboratory tests shall include:
      i. Masonry Compression Tests
         - Mortar (UBC 21 - 16)
         - Grout (UBC 21 - 18lASTM GI 01 9)
         - Masonry Prism (ASTM E447)
         - Masonry Cores (ASTM C42)
         - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
         - Dry Shrinkage - Masonry Units (ASTM C426)
         - Sample Pick-up & Delivery
      ii. Steel Reinforcing
         - Tensile (ASTM A61 5)
         - Bend (ASTM A61 5)
         - Steel Tagging, Pick-up and Delivery
      iii. Concrete Aggregate
         - Conformance Test (ASTM C404)
           (Sieve Analysis, Deleterious Substances and Soundness)

8. **Duties:**
   a. The consultant's duties shall include the following:
      i. Review mill test certifications of block and reinforcing steel.
      ii. Inspect to determine size and spacing of dowels.
      iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
      iv. Inspect proper lay-up of block units.
      v. Inspect reinforcing steel prior to grouting.
      vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
      vii. Inspect to determine proper consolidation of grout.
      viii. Check that curing requirements are being followed.

9. **Structural Steel:**
   a. *Inspection Services.* The CONSULTANT shall provide inspection services for the following:
      i. Field Welding
      ii. High Strength Bolting
      iii. Metal Decking
      iv. Welded Stud Connectors
      v. Fabrication Shop

b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
   i. Ultrasonic Examination
   ii. Magnetic Particle Examination
   iii. Liquid Penetrant Examination
   iv. Radiographic Examination
c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
   i. Ultrasonic Examination
   ii. Magnetic Particle Examination
   iii. Liquid Penetrant Examination
   iv. Radiographic Examination
d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
   i. High strength bolts
   ii. Hardness Test (ASTM A325)
   iii. Tensile Strength (ASTM F606)

10. **Reports**

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

a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

11. **Time**

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

12. **Accuracy Standards**

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

☐ Not Project Related

☑ Project #**13-122**

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No.___: [INSERT PROJECT NAME]

Consultant: Earth Systems Southern California ("Earth Systems")

Earth Systems has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent, Business & Fiscal Services, Lisa Cline.

By signing below, a representative of Earth Systems, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

_____

Earth Systems Southern California Date

The invoice has been reviewed by the following and is recommended for payment:

_____

Caldwell Flores Winters, Inc. Date

_____

Oxnard School District Date
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

☐ Not Project Related

☑ Project #**13-122**

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT:	**Project Name/Site**
PROJECT #:	**Project #**
PROJECT TYPE:	**New Const./Modernization**
DATE:	Date of Invoice
INVOICE #:	Invoice #
PERIOD COVERED:	Billing Period of Invoice
PO #:	Purchase Order #
SUBCONTRACTOR:	**VENDOR NAME**
PREPARED BY:	
EMAIL:	
PHONE #:	
FAX #:	

BASE CONTRACT BILLING FORM

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	**COST ID**	**Base Contract - fee**	**SCOPE OF WORK**	**FEE**	**0%**	**#VALUE!**	**0**	**#VALUE!**	**#VALUE!**
2	**COST ID**	**Base Contract - Re-imbursables**	**SCOPE OF WORK**	**RE-IMB**	**0%**	**#VALUE!**	**0**	**#VALUE!**	**#VALUE!**
		SUBTOTALS		**#VALUE!**	**#VALUE!**	**#VALUE!**	**$0.00**	**#VALUE!**	**#VALUE!**

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS			#VALUE!
		TOTAL DUE THIS INVOICE	#VALUE!

☐ Not Project Related

☑ Project #**13-122**

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

1 See "billing tab" below for spreadsheet. these are the instructions

2 Enter Project Site name. DSA project number. Project Type. Invoice #. Date. Your Company Name. fax. phone. etc…

3 Enter PO # (Purchase Order #) provided to you when contract issued.

4 Feel free to include your company logo if you wish

5 Enter approved contract agreements. amendments. re-imburseables. allowances. etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.

6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments. please do that now. If your contract allows re-imbursables in addition to contract fee. please separate these values. If you require more line items to complete this step. please highlight the entire last row by clicking on the grey row # at left. press CTRL+C to copy row. right click grey row # immediately below. select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

5 IMPORTANT! When you are entering costs for your first billing. enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered. % complete will populate automatically.**

6 Send invoice based on the Dollar value at the PRE-RETENTION value. if applicable.

Subsequent Billings

7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column

8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.

9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.

10 Email (tmiddlestadt@cfwinc.com). or mail to the CFW Oxnard office at 1901 Victoria Ave. Suite 106 Oxnard. CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.

11 Please note that invoice amounts which exceed remaining contract balance will not be processed. and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts. cost codes. or other errors & miscalculations can delay/prevent processing of payment.

NOTE: **All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.**

Client#: 114 EARTHSYST1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2013

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
SCG, Inc., dba Earth Systems
Southern California
1731-A Walter Street
Ventura CA 93303

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Ins. Co.	19682
INSURER B: American Automobile Ins. Co.	21849
INSURER C: Lexington Ins. Co.	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	57CESOA2013	04/01/13	04/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	57UUNUO0049	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81008532	04/01/13	04/01/14	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C		OTHER Professional Liability	013001511	12/19/12	12/19/13	$1,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

General Liability Excludes Claims Arising Out of the Performance of Professional Services.
RE: Master Agreement.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording.
Such insurance is Primary & Non-Contributory with Severability of Interest clause. See attachments.

CERTIFICATE HOLDER

Oxnard School District
Attn: Lisa Cline, Asst. Superintendent,
Business & Fiscal Services
1051 South A Street
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Julie LA Nelson

1400

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RECEIVED NOV 0 8 2013 CFW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Oxnard School District Attn: Lisa Cline, Asst. Superintendent, Business & Fiscal Services 1051 South A Street	SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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EXCERPTS FROM CA 00001 (1001)

HARTFORD BUSINESS AUTO COVERAGE

Insured: SCG, Inc., dba Earth Systems
Policy Number:57UUNUO0049
Policy Effective Dates: 04/01/13
Additional Insured:
SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Additional Insured: SECTION II – LIABILITY COVERAGE
1. WHO IS AN INSURED: The following are "insureds"
c. Anyone liable for the conduct of an "insured"…but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS
B. General Conditions - 5. Other Insurance
a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
c. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

Cross Liability Clause: SECTION V – DEFINITIONS
G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

EXCERPTS FROM HA9916 (0302)

HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Amendment #002 to Agreement #17-49 with IBI Group to provide additional Architectural and Structural Design Services for the Rose Avenue School Reconstruction Project (Penanhoat/CFW)

At the August 23, 2017 Board meeting, the Board of Trustees approved Agreement #17-49 for the provision of architectural/engineering services required for construction of the Rose Avenue School Reconstruction Project. Accordingly, a contract was executed between IBI Group and the District.

On July 2018 the Design Team received communication from the California Geological Survey (CGS) stating that the geotechnical report for Rose Avenue Elementary School required revisions, which resulted in the need for revisions to be implemented to the design already developed. At that time, with the initial DSA submittal having been scheduled to take place in August 2018, the Design Team was directed to proceed with the DSA initial submittal as scheduled, with the design as developed, with the understanding that once the geotechnical report was fully approved, that additional services would be required to modify the submitted plans. IBI Group is requesting the approval of additional services and fees to compensate for efforts of incorporating these changes to the plans already submitted to DSA.

The attached proposal received from IBI Group dated June 6, 2019 includes the additional costs associated with professional services needed to implement the design revisions. The additional cost also includes required efforts needed to coordinate with DSA plan checker and to obtain DSA approvals.

FISCAL IMPACT:

Twelve Thousand Six Hundred Forty Dollars and Zero Cents ($12,640.00) to be paid to IBI Group under Board approved Master Agreement #17-49 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 Six-month update.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #002 to Agreement 17-49 for additional Architectural Services for the Rose Avenue School Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: Amendment #002 - IBI Group (2 Pages)

Proposal (12 Pages)
Master Agreement #17-49 - IBI Group (118 Pages)

Amendment No. 002 to Architect
Services Agreement #17-49

The Architect Services Agreement ("Agreement") #17-49 entered into on August 23, 2017, by and between the Oxnard School District ("District") and IBI Group ("Architect"), is hereby amended by the parties as set forth in this Amendment No. 002 to the Architectural Services Agreement ("Amendment") that is incorporated herein for all purposes.

RECITALS

WHEREAS, the District retained Architect to provide architectural and design services for the Rose Avenue Reconstruction Project ("Project") of the District's Facilities Implementation Plan.

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the Rose Avenue School campus;

WHEREAS, upon consideration of the proposed additional Design Services including Architectural, Structural Engineering, MEP Engineering, Civil Engineering, and Landscape Architectural, the timing of those modifications, the District requires amending the scope of work of IBI Group to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

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

AMENDMENT

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.2.3 Additional Compensation for Rose Avenue School Reconstruction Project revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "F" thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

A. Twelve Thousand Six Hundred Forty Dollars and Zero Cents ($12,640.00) for Amendment No. 002 and the attached proposal received from IBI Group dated June 6, 2019, is to provide additional professional services to incorporate changes to plans as required by CGS per the revised geotechnical report. Professional services will include coordination with geotechnical and structural engineers to complete design revisions required for the completion of foundation design. Amendment No. 2 also includes coordination and management of DSA plan review process and obtaining DSA approval.

The combined sum for the additional services total:

Twelve Thousand Six Hundred Forty Dollars and Zero Cents ($12,640.00)

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on August 23, 2017 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 002 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____ _____

Lisa A. Franz, Director, Purchasing Date:

IBI GROUP:

By: _____ _____

Craig Atkinson, Principal Architect Date:

June 6, 2019

Scott Burkett, Sr. VP
Caldwell Flores Winters, Inc.
815 Colorado Blvd, Suite 201
Los Angeles, CA 90041

Proposal for Added Scope / Additional Services:
Rose Avenue Elementary School, Revised Geotechnical Report Impact

Dear Scott:

In July of 2018 we received communication from the CGS that the geotechnical report for Rose Avenue Elementary School required revisions, which in turn, would require revisions to our developed design. At that time, with the initial DSA submittal scheduled for August, we were directed to proceed with the submittal, as designed, with the understanding that once the geotechnical report was approved, additional services would be required to modify our submitted plans and coordinate with our DSA plan reviewers. IBI Group is requesting the approval of additional services and fees to compensate our efforts of incorporating these changes to our plans as submitted to DSA. Per Article 4 of the master Agreement with OSD, dated August 24, 2017.

Added scope is identified below:

SCOPE OF WORK:
Architectural Design Services

- Coordination with respective consultants
- Coordinate revisions with DSA plan checker

Structural Engineering Design Services

- Revisions to completed Structural Foundation design and detailing.
- Coordinate revisions with Geotechnical Engineer
- Coordinate revisions with DSA plan checker

Scope Exclusions

- Work not specifically identified above.

Compensation: We propose the following compensation for the above referenced services for the following fixed fee of **$12,640** (Twelve Thousand Six Hundred and Forty Dollars).

Invoices shall be submitted monthly based on percentage completed of the authorized phases.

Thank you for reviewing this proposal, we look forward to the opportunity to continue to provide services for the revised project. Please call if you have any questions or comments.

This fee is inclusive of all reimbursable expenses. Please contact me if you have any questions.

Sincerely,
IBI GROUP

Craig Atkinson, AIA, LEED AP, NOMA
Director | Senior Principal – California Education

Mark French, AIA, ALEP, RID, LEED AP BD+C
Director | Senior Principal Buildings

_____

Acceptance Date

Scott Burkett, Senior VP
Caldwell, Flores Winters, Inc.

Attachments:

IBI

Project: Rose Elementary School - Add Service 3
Proposed Fee Summary

Date: June 6, 2019

IBI Group Hourly Rates

Position/Title	Hourly Rate
Principal Architect II	$ 204
Project Manager	$ 135
Project Architect	$ 105
Specification Writer	$ 150
Sr. CADD/BIM Draftsman	$ 105
CADD/BIM Draftsman	$ 80
Administrative Support	$ 75

IBI Group Fee Breakdown

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Specification Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			$ 204	$ 135	$ 105	$ 150	$ 105	$ 80	$ 75
1	**Geotechnical Revisions**								
	Additional Site Investigation	$ -							
	Design Revisions	$ 1,615		1	8			8	
	Additional Design Meetings	$ -							
	Technical Specification Revisions	$ 1,350				8			2
	Coordination	$ 1,750		2	8			8	
	Subtotal DSA	**$ 4,715**	0	3	16	8	0	16	2
2	**Bidding GMP**								
	Pre-Bid RFI / Addendum / CCD	$ -							
	Subtotal DSA Bidding & Award	**$ -**	0	0	0	0	0	0	0
3	**Construction Administration**								
		$ -							
		$ -							
		$ -							
		$ -							
	Subtotal Construction Administration	**$ -**	0	0	0	0	0	0	0

1409

IBI

Project: Rose Elementary School - Add Service 3
Proposed Fee Summary

Date: June 6, 2019

4	**Project Closeout**								
	DSA Closeout Documentation	$ -							
		$ -							
	Subtotal Project Closeout	**$ -**	0	0	0	0	0	0	0
	Total A/E Fees								
	Total Architectural Fee	$ 4,715							
	Subconsultant Fees								
	Structural Fee	$ 6,600	Smith Strutrual Group - Revised Foundation Plans and Detailing						
	Architectural Consultant Fee Mark-up (20% of total consultant fees)	$ 1,320							
	Total A/E Fee	**$ 12,635**							

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Job No.: S17179 September, 24 2018

Mr. Craig Atkinson, AIA
via: craig.atkinson@IBIGroup.com
IBI Group
315 West 9th Street, Suite 600
Los Angeles, CA 90015-4206

RE: Structural Engineering Services for:
Rose K-5 School Reconstruction (IBI #109990)
Oxnard School District
220 S Driskill Street, Oxnard, CA 93030

Dear Mr. Atkinson,

We have reviewed the proposed project Geotechnical and Geohazard Report changes for the Rose K-5 Elementary School project in response to the first round of comments by CGS. Please Reference our original agreement dated August 25, 2017.

EXHIBIT A

---

1. PROJECT SCOPE OF WORK

A. Project Description:

1. CGS responses received with less than 3 weeks to initial DSA submittal which cause impact to the already completed Structural Foundation design and detailing. Additional effort will be completed to update the foundation design and detailing to make sure the revised Geotechnical Report and structural drawings are in sync upon initial submittal to the Division of the State Architect (DSA).

B. Project Deliverables (Subject to terms and conditions of Exhibit B & C):

1. Deliverables of the original project scope remain, and no change in timeline for the initial submittal will be realized. The additional hours of Overtime will cover the changes to the design and detailing over the same schedule.

2. COMPENSATION:

Compensation for the above changes to the original project scope shall be $6,600.00, billed in phases to match the original agreement by percentage increase up to Construction Documents Phase.

3. EXCLUSIONS: The following services are specifically excluded from the scope of services provided under the conditions of this proposal.

1. Services outside the generally accepted scope for the practice of Structural Engineering.
2. Soils and/or Geotechnical Engineering or testing.
3. Detailed review of engineering design work completed by others.
4. Preparation of demolition drawings, site surveys or building services surveys
5. Material testing or Special Inspection Services
6. Design revisions, partial or complete outside the scope of Design Development.
7. Preparation of Record Drawings from the contractors 'As-Built' drawings.
8. The review and approval of substitute or alternate materials.
9. Site, grading or civil related design.
10. Utilities or the support and housing of utilities located more than five (5) feet outside the building footprint.
11. Site and landscape furnishings and relocation of site utilities, including those running within five (5) feet of the building footprint.
12. Site retaining Structures.
13. Site shoring or shoring design for any means and methods of the contractor during excavations.
14. Construction cost or scheduling estimating.
15. Special construction consulting and inspection services.
16. Payment of Municipal, Agency or permit fees.
17. Safety supervision.
18. Preparation/Production of Shop Drawings.
19. Corrosion engineering.
20. Cal-Green, LEED® or other sustainable Consulting outside of that related to the scope of Structural Engineering.

Some of these services can be provided on a time and material basis, should they become necessary during the course of the project.

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1. EXTRA WORK

Any additional work that may be required, and not specified in the Work Description portion of "EXHIBIT A", will be considered as Extra Work. All revisions of completed work required by the client or changes in governmental policies, codes, ordinances or requirements will also be considered as Extra Work. All Extra Work will be charged on a time and material basis.

2. ADDITIONAL SERVICES

Additional work requiring the services of outside consultants or other direct expenses (i.e., mileage, shipping, printing, etc.,) shall be reimbursed at the rate of 1.10 times the direct cost. Mileage is included in the proposed cost of Structural Observation visits as outlined in "EXHIBIT A" and is exempt from Additional Services related to Mileage costs.

3. CONSTRUCTION ADMINISTRATION

Construction administration shall not include the review and approval of substitute or alternate materials for those specified in the approved Construction Documents.

Construction Administration shall include the following:

A. Review of Contractor Submittals and Shop Drawings as they pertain to the approved Structural Construction Documents.

B. Response to Contractor Requests for Information (RFI's) as they pertain to the approved Structural Construction Documents.

C. Structural Observation may be necessary, as required by the California Building Code or the Jurisdiction Having Authority. Structural Observation is the visual observation of the structural system for general conformance to the approved construction documents. When required, Structural Observation shall be performed at significant stages of construction as outlined in the approved structural drawings. Structural observations are not intended to substitute, supplement, or replace inspections required by the Building Department or the Special Inspector. Structural Observation shall be in accordance with Sections 1702 and 1704.5 of the California Building Code.

Construction administration does not include the review and approval of substitute or alternate materials for those specified in the approved Construction Documents.

4. ABANDONMENT OR TERMINATION OF PROJECT

If this project is abandoned or terminated, and written or verbal notice is given, payment will be due for all services performed up to the date of notice, including all Extra Work and Reimbursable Expenses.

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1. SERVICES TO BE PROVIDED. Design Professional through and by its officers, employees and subcontractors is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional. The Design Professional's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Design Professional because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entitles involved in this project to carry out the intent of this paragraph.

2. PAYMENT TERMS. Client agrees to pay Design Professional's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of invoice, Client agrees to pay a service charge on the past due amount at the rate of 1-1/2% per month. Client receipt of invoice will be presumed three days after mailing by Design Professional first class, with adequate postage attached. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Design Professional shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Design Professional in connection therewith and, in addition, the reasonable value of the Design Professional's time and expense spent in connection with such collection action, computed at the Design Professional's prevailing fee schedule and expense policies. If the Client-fails to make payments when due or otherwise is in breach of this Agreement, the Design Professional may suspend performance of services upon five (5) calendar days' notice to the Client. The Design Professional shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. After five days prior notice to Client, Design Professional may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by Design Professional within 60 days of Client's receipt of Design Professional's invoice. The Design Professional shall have no liability whatsoever to the client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. If the Client fails to make payment to the Design Professional in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by the Design Professional. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Payments to the Design Professional shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expense. No withholdings, deductions or offsets shall be made from the Design Professional's compensation for any reason unless the Design Professional has been found to be legally liable for such amounts.

3. STANDARD OF CARE. Services provided by Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily experienced by members of the same profession currently practicing under similar circumstances.

4. PROFESSIONAL LIABILITY. The Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and his or her sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Design Professional and his or her sub-consultants to all those named shall not exceed the Design Professional's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

5. CONTRACTOR AND SUBCONTRACTOR CLAIMS. The Client further agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and his or her sub-consultants to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness-fees and costs, so that the total aggregate liability of the Design Professional and his or her sub-consultants to all those named shall not exceed the Design Professional's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise permitted by law. It is intended by the parties that this provision is not an indemnity, but is a good faith agreement by the parties to place a reasonable and responsible limit for the amount of liability assumed by each party.

6. EXTENSION OF PROTECTION. The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to the Design Professional to those individuals and entities the Design Professional retains for performance of the services under this Agreement, including but not limited to the Design Professional's officers and employees and their heirs and assigns, as well

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as the Design Professional's sub-consultants and their officers, employees, heirs and assigns.

7. OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto.

8. RIGHT OF ENTRY. The Client shall provide for the Design Professional's right to enter the property owned by the Client and/or others in order for the Design Professional to fulfill the Scope of Services included hereunder. The Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional and his or her sub-consultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

9. RIGHT TO RETAIN SUBCONSULTANTS. The Design Professional may use the services of sub-consultants when, in the Design Professional's sole opinion, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants and testing laboratories. The Design Professional's use of other consultants for additional services shall not be unreasonably restricted by the Client provided the Design Professional notifies the Client in advance.

10. FIELD REPRESENTATIVES. The presence of the Design Professional's or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or investigation of specific aspects of the project as authorized by the Client. Should a contractor(s) not retained by the Design Professional be involved in the project, Client will advise such contractor(s) that the Design Professional's services do not include supervision or direction of the means, methods or actual work of the contractor(s), his employees or agents. Client will also inform contractor that the presence of the Design Professional's field representative for project administration, assessment, observation or investigation will not relieve the contractor of its responsibilities of performing the work in accordance with the plans and specifications. If a contractor (not a subcontractor of the Design Professional) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that the Design Professional will not be responsible for job or site safety or security on the project, other than for Design Professional's employees and subcontractors, and that the Design Professional does not have the duty or right to stop the work of the contractor.

11. UNFORESEEN CONDITIONS OR OCCURRENCES. It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing the Design Professional's services. If this occurs, the Design Professional will promptly notify and consult with the Client, but will act based on the Design Professional's sole judgment where risk to Design Professional personnel is involved. Possible actions could include: a) Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practical in the Design Professional's judgment; b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of unforeseen conditions or occurrences, with such revision agreed to in writing; c) Terminate the services effective on the date specified by the Design Professional in writing.

12. DEFECT IN SERVICE. The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's work or services of which the Client becomes aware, so that the Design Professional may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and the Client's contractors or subcontractors to notify the Design Professional, shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

13. DOCUMENTS. Design Professional will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Clients' exclusive internal use and reliance, use of Clients' counsel, use of qualified bidders (design services only) and

for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following: a) All documents generated by Design Professional under this Agreement shall remain the sole property of Design Professional. Any unauthorized use or distribution of Design Professional's work shall be at Client's and recipient's sole risk and without liability-to Design Professional. Design Professional may retain a confidential file copy of its work product and related documents; b) In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Design Professional, the Client recognizes that such changes and the results thereof are not the responsibility of the Design Professional. Therefore, the Client agrees to release the Design Professional from any liability arising from the construction, use or result of such changes, In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of the Design Professional; c) If Client desires to release report(s) to a third party not described above for that party's reliance, Design Professional will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require a separate agreement. Client acknowledges to inform such third party that Design Professional's report reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such requests for release creates a potential conflict of interest for Design Professional and by this request Client waives any such claim if Design Professional complies with this request; d) Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by Design Professional pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without Design Professional's prior written approval; e) Client shall furnish documents or information reasonably within Client's control and deemed necessary by Design Professional for proper performance of our services. Design Professional may rely upon Client-provided documents in performing the services required under this Agreement; however, Design Professional assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of the Client, but Design Professional may retain one confidential copy as needed to support our report.

14. OPINIONS OF COST. If requested, Design Professional will use its best efforts and experience on similar projects to provide realistic opinions or estimates of cost for remediation or construction as appropriate based on reasonably available data, Design Professional's designs or recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in writing with Design Professional. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills and many other factors beyond Design Professional's control.

15. DELAYS. The Design Professional is not responsible for delays caused by factors beyond the Design Professional's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Design Professional's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond the Design Professional's reasonable control occur, the Client agrees the Design Professional is not responsible for damages, nor shall the Design Professional be deemed to be in default of this Agreement.

16. SUSPENSION OF SERVICES. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Design Professional shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Design Professional may, at his or her option, terminate this Agreement upon giving notice in writing to the Client.

17. INDEMNIFICATION. In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Design Professional, his or her officers, directors, employees, agents and sub-consultants from and

against all damage, liability or cost, including reasonable attorney's fees and defense cost, arising out of or in any way connected with this project or the performance by any of the parties above named of the service under this Agreement, excepting only those damages, liabilities or costs attributing to the sole negligence or willful misconduct of the Design Professional.

18. LLP PROTECTION. It is intended by the parties to this Agreement that the Design Professional's services in connection with the project shall not subject the Design Professional's individual employees or partners to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Design Professional, a California Limited Liability Partnership (LLP), and not against any of the Design Professional's employees or partners.

19. MEDIATION. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or related to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Design Professional further agree to include as similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

20: TESTIMONY. Should Design Professional or any Design Professional employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and Design Professional is not a party in the dispute, then Design Professional shall be compensated by Client for the associated reasonable expense and labor for Design Professional's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides Design Professional such compensation, Client will receive a credit or refund on any related double payments received by Design Professional.

21. CONFIDENTIALITY. Design Professional will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

22. GOVERNING LAW-& VENUE. The laws of the State of California govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in any court located in the County of San Luis Obispo.

23. PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS. The parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings, signed by the Parties, such as Client Purchase Orders, Work Orders, etc., and that such forms may be issued by Client to Design Professional as a matter of convenience to the Parties without altering any of the terms or provisions hereof.

24. SURVIVAL. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Design Professional shall survive the completion of services and the termination of this Agreement.

25. SEVERABILITY. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

26. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other.

27. INTEGRATION. This Agreement comprises the final and complete agreement between the Client and the Design Professional. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Design Professional.

END OF EXHIBIT C

_____

Signed Date

_____

By Title

This agreement shall be considered valid until August 30, 2018. At that time, this office reserves the right to modify it in both scope and fee.

Please acknowledge your acceptance of these terms, conditions and provisions by signing the notice to proceed and Exhibit C and return it to this office.

This office is looking forward to participating with you on the subject project. If you have any questions, please feel free to contact our office.

Sincerely yours,

Michael E. Parolini, P.E., S.E.
CA License No. S5405 & C69340

S17179 - Rose K5 ES – CO2 – July 9th, 2018 (revised September 24, 2018)

Authorization to Proceed – Please sign below to indicate authorization and return a copy to us by mail or digitally

Approved by: _____ Title: _____

Printed Name: _____

Date: _____

This proposal/agreement are instruments of service and are the property of Smith Structural Group, LLP. All drawings, information, specifications, ideas, designs and arrangements represented within proposal (as well as, attached exhibits, addenda, etc.) shall remain the property of the Engineer. No part thereof shall be copied, disclosed to other or used in connection with any work or project other than the specific project for which they have been prepared and developed, without the expressed written consent of the Engineer.

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OSD AGREEMENT #17-49

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

IBI Group

AND

OXNARD SCHOOL DISTRICT

August 24, 2017

FOR

Reconstruction of Rose Avenue K-5 School

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (**"Agreement"**) is entered into on this **24th day** of **August, 2017** by and between **IBI Group**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the **"Architect"**), with a business address at **4119 Broad Street, Suite 210, San Luis Obispo, CA 93401** and the Oxnard School District, a California public school district (**"District"**), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **August 24, 2017**. District and Architect are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the **"Project"**) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District's Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District's staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1
GENERAL PROVISIONS

1.1 DEFINITIONS. When used in this Agreement, the following terms shall have the meanings set forth below:

1.1.1 "Addendum" shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

1.1.2 "Additional Services" shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

1.1.3 "Agreement" shall mean this document and all its identified exhibits, attachments and amendments.

1.1.4 "Architect" shall mean the architectural firm listed in the first paragraph of this Agreement.

1.1.5 "Architect Consultant" shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect's sole expense, pursuant to prior approval from the District, to provide Services for the Project.

1.1.6 "Architect's Supplemental Instruction" or **"ASI"** shall mean a small set of drawings which better explains the intent of the design of a building or structure

1.1.7 "As-Built Documents" shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

1.1.8 "As-Built Drawings" shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

1.1.9 "Basic Fee" shall mean the compensation provided to the Architect for providing Basic Services.

1.1.10 "Basic Services" shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

1.1.11 "Bid" shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

1.1.12 "Bid Set" shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

1.1.13 "Bidder" shall mean the person or entity submitting a Bid.

1.1.14 "BIM" or "Building Information Modeling" shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

1.1.15 "CDE" shall mean the California Department of Education.

1.1.16 "Change Order" or **"CO"** shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

1.1.17 "Change Order Request" or **"COR"** shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

1.1.18 "CHPS" shall mean Collaborative for High Performance Schools.

1.1.19 "Construction Budget" shall mean the Construction Cost established by the District representative, as amended by the District in its sole discretion.

1.1.20 "Construction Cost" shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

1.1.21 "Construction Documents" shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

1.1.22 "Construction Manager" shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

1.1.23 "Construction Document Phase" shall have the meaning set forth in Exhibit B.

1.1.24 "Construction Phase(s)" shall mean individual construction contract packages that are bid separately.

1.1.25 "Constructability Review" shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

1.1.26 "Contractor" shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

1.1.27 "Contractor Payment Application" shall mean a Contractor's written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

1.1.28 "Design Bid Build" shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

1.1.29 "Design Development Phase" shall have the meaning set forth in Exhibit B.

1.1.30 "District" shall mean the Oxnard School District.

1.1.31 "District Design Standards" shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.

1.1.32 "District's Representative" shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.

1.1.33 "DSA" shall mean the Division of the State Architect of the State of California.

1.1.34 "DSA Record Set" shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.

1.1.35 "Educational Specifications" shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.

1.1.36 "Funding Consultant" shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.

1.1.37 "Guaranteed Maximum Price" or "GMP" shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the "Estimated GMP" and the "Final GMP".

1.1.38 "Inspector of Record" or **"IOR"** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.

1.1.39 "Lease-Leaseback" shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.

1.1.40 "LEED" shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.

1.1.41 "Modernization/New Construction" shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.

1.1.42 "MOU" shall mean a memorandum of understanding.

1.1.43 "Notice of Completion" or **"NOC"** shall mean the legal notice filed with the County Recorder after completion of construction project.

1.1.44 "OPSC" shall mean the Office of Public School Construction of the State of California.

1.1.45 "Phase" when used without the word "Construction" shall mean the various phases of architectural work described in this Agreement.

1.1.46 "Potential Change Order" or **"PCO"** shall mean is a written document before it has been approved and effected by the contractor and owner.

1.1.47 "Principal(s)" shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

1.1.48 "Project" shall mean the project described hereinafter in Section 3.

1.1.49 "Project Budget" shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

1.1.50 "Project Director" shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect's behalf in connection herewith.

1.1.51 "Project Manager" shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

1.1.52 "Project Schedule" shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

1.1.53 "Prolog" shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

1.1.54 "Request for Information" or **"RFI"** shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

1.1.55 "SAB" shall mean the State Allocation Board of the State of California.

1.1.56 "Schematic Design Phase" shall have the meaning set forth in Exhibit B.

1.1.57 "Services" shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

1.1.58 "SWPPP" shall mean Storm Water Prevention and Pollution Plan.

1.1.59 "Time Impact Analysis" or **"TIA"** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2
EMPLOYMENT OF ARCHITECT

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES. The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3
THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

SECTION 4
SERVICES

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit C**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 Cooperation with District and Other Consultants. The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

4.2.5 Project Management Software. The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit C** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.8 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

4.2.9 Independent Cost Estimates. The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

4.2.10 Inspection of Records; Familiarity with Site and Project. The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.11 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.12 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.13 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and

equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.14 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals** and permits.

4.2.15 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.15.1 Changes Required to Meet Construction Budget. If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits C & D.**

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design, (iii) necessary to comply with applicable laws, rules, or regulations, or (iv) revisions required under Section 4.2.15.1.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not

the result of negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 90 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

SECTION 5
ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

One Million Five Hundred Ninety-Eight Thousand and Ninety Dollars and No Cents ($1,598,090.00)

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibits C & D**, and approval of invoices satisfactory to the District , in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases		
1	Project Initiation Phase	2.0%
2	Development of Architectural Program	2.0%
3	Schematic Design Phase	10.0%
4	Design Development Phase	17.0%
5	Construction Documents Phase	40.0%
6	Bidding Phase	2.5%
7	Construction Phase	20.0%
8	Project Close Out Phase	6.5%
Total Basic Fee		100.0%

5.1.1.1 Invoices. Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit C**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the

extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee.:

5.4.2.1 Travel and Mileage. Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit C**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR THE ROSE ELEMENTARY SCHOOL RECONSTRUCTION PROJECT**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6
DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly,

but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

6.2.2 Assignment for the benefit of creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within 110% of the approved Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 Failure to Cooperate with DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

6.2.8 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 Disregard of District Authority or Direction. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect my terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7
DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit C** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction "punch list" items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District's failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District's Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8
PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit C** during each

Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9
PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and

any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11
INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION.INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents.

11.1.2 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for

attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.1.3 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence for bodily injury, personal injury and property damage/$4,000,000 annual aggregate.

11.2.1.2 Automobile Liability Insurance Minimum of $1,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than $2,000,000 per claim and $2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than $1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance, if applicable, shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

11.2.4.2 With respect to the Commercial General Liability policy and Professional Liability policy the insurers shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

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

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of $100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12
DISPUTE RESOLUTION

12 RESOLUTION OF CLAIMS. Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the **"Claims Resolution Process"** set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a **"Claim"** shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.3 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of

Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13
NOTICES

13 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Oxnard School District
Attn: Cesar Morales - Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

IBI Group
Attn: Craig Atkinson - Principal Architect
315 W. 9th Street, Suite 600
Los Angeles, CA 90015

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, non-discriminations laws (including federal and state laws), and any and other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall

at all times require the Architect Consultants to fully comply with such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars ($5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15
MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

15.2 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: _____
Craig Atkinson
Title: Principal Architect

Date: 8/24/2017

District

By: Lisa A. Franz
Lisa A. Franz
Title: Director, Purchasing

Date: 9-7-17

Architect

By: _____
David Chow
Title: Western Regional Director

Date: 8/24/2017

EXHIBIT "A"

PROJECT

CFW
Planning and Financing Better Schools for California Students

Date: April 14, 2017

To: William Tuculet
IBI Group Inc.
4115 Broad St. Suite B6
San Luis Obispo, CA 93401

From: Jeremy Cogan, Assistant Vice President
CFW, Inc.

Subject: Architect Selection Package for Rose Avenue K-5 Reconstruction Project and New Seabridge K-5 School

Dear Mr. Tuculet,

The Board of Trustees of the Oxnard School District adopted a Master Construct and Implementation Program on January 18, 2017, including a proposed project plan for the **Reconstruction of Rose Avenue K-5 School** and the **Construction of a New Seabridge K-5 School**. The Board has approved the budget and schedule for the projects and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work for each project to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architecture Services for these projects.

The Rose K-5 project consists of a complete reconstruction of the existing Rose campus with an entirely new set of facilities, built according to modern State code, District specifications, 21st century educational program requirements, and to a 750-student capacity. The Seabridge project includes a new school designed as a 630-student K-5 school by State loading standards along with a joint use project with the City of Oxnard to construct park space immediately adjacent to the school area. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for the projects. Minimizing re-design efforts required for code compliance, and other regulatory requirements, is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

New facilities for the projects include two-story classroom buildings, libraries, administration spaces, multipurpose rooms, playfields, hard courts, and support spaces. For the Rose site, the new school would be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

At the Seabridge site, the new school facilities, parking and drop off would be constructed along the western portion of the site neighboring Tradewinds Drive allowing the opportunity for a joint use park on the eastern portion along Seabridge Lane.

At this time, we anticipate that the design phase for the Rose project to commence in June 2017 and be submitted to the Division of the State Architect (DSA) in November 2017. For the Seabridge project, design efforts anticipated to commence in August 2017 and be submitted to DSA by January 2018, with construction anticipated to commence by November 2018 and be substantially complete by April 2020. Due to anticipated funding availability at Rose, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

The budgets for both projects were approved by the Board upon adoption in January 2017 of the Master Construct and Implementation Program. The approved budget for Rose includes an estimated Guaranteed Maximum Price of $22,116,673, and a total "all-in" cost of $30,209,510 in current dollars. The approved budget for Seabridge includes an estimated Guaranteed Maximum Price of $20,831,163, and a total "all-in" cost of $28,568,432 in current dollars.

A process for assigning a qualified architectural firm to the projects has been created to ensure the best use of design team talent, and is described herein. Firms may elect to participate in selection processes for either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Specific proposal parameters, requirements, and submittal guidelines are included. Please review the attached Request for Architectural Services and submit your response by **1:00 p.m. PDT on Friday May 12, 2017** in PDF format, via email to: Jeremy Cogan, Assistant Vice President, Caldwell Flores Winters, Inc. at jcogan@cfwinc.com.

If you have any questions, please direct them to Jeremy Cogan, CFW at (323) 202-2550.

Sincerely,

Caldwell Flores Winters, Inc.

Oxnard School District

Architect Selection Package

Reconstruction of Rose K-5 School and

Construction of New Seabridge K-5 School

Prepared by:

CFW
Planning and Financing Better Schools for California Students

6425 CHRISTIE AVENUE, SUITE 270
EMERYVILLE, CA 94608
(510) 596-8170

815 COLORADO BLVD, SUITE 201
LOS ANGELES, CA 90041
(323) 202-2550

1901 S. VICTORIA AVENUE, SUITE 106
OXNARD, CA 93035
(805) 263-6544

OXNARD SCHOOL DISTRICT

ARCHITECT SELECTION PACKAGE

I. PROJECT DESCRIPTION: DESIGN & RECONSTRUCT ROSE AVENUE K-5 SCHOOL

ORIENTATION

Rose Avenue Elementary School, located at 220 South Driskill Street, is a 9.3-acre school site and was constructed in 1965. The Rose school site is adjacent to single family homes to the north along Santa Lucia Avenue and La Puerta Avenue to the south. The site is surrounded by residential homes to the north, west, and south and bordered by commercial uses to the east. The school operated a Kindergarten through fifth grade education program during the 2015-2016 school year with 31 permanent classrooms and 3 portable classrooms housing 745 students. All existing facilities on the site are located on the northern half of the property.

PROJECT REQUIREMENTS

The District's 2012 Facilities Master Plan (FMP) assessed Rose Avenue Elementary as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment. The construction of a new media center was also recommended. The total cost per the FMP for Rose's modernization was estimated at $24.5 million in 2012 dollars. This finding was recognized by the 2016 Master Construct Program, as well as the Master Construct and Implementation Program adopted by the Board in January 2017, which instead directs the construction of a new facility based on the Board's adopted specifications estimated to be $30.2 million in current dollars estimated during the 2016-17 fiscal year.

The new school will be designed as a 750-student capacity K-5 school by State loading standards, and includes a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The new school will be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. The new facility may be accessed from a new parking and drop-off provided along La Puerta Avenue. Once completed, the older structures are to be demolished and replaced with new playgrounds, hard courts, and play fields.

The District is currently engaged in development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than November 2017. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Due to anticipated funding availability, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully

constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Rose site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Rose elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

Rose is among the oldest schools in the District and is an integral part of the Oxnard community. The design team should be thoroughly familiar with the K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Rose K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

The K-5 Rose School has an educational focus on Science and Wellness. Students participate in project based learning experiences with an emphasis on horticulture, eco-systems, and agriculture while incorporating technology into the study of science. Every student and teacher at the school is currently issued a mobile computing device (e.g. iPad) for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Rose facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Rose community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the "all-in" project cost discussed in the Master Budget.

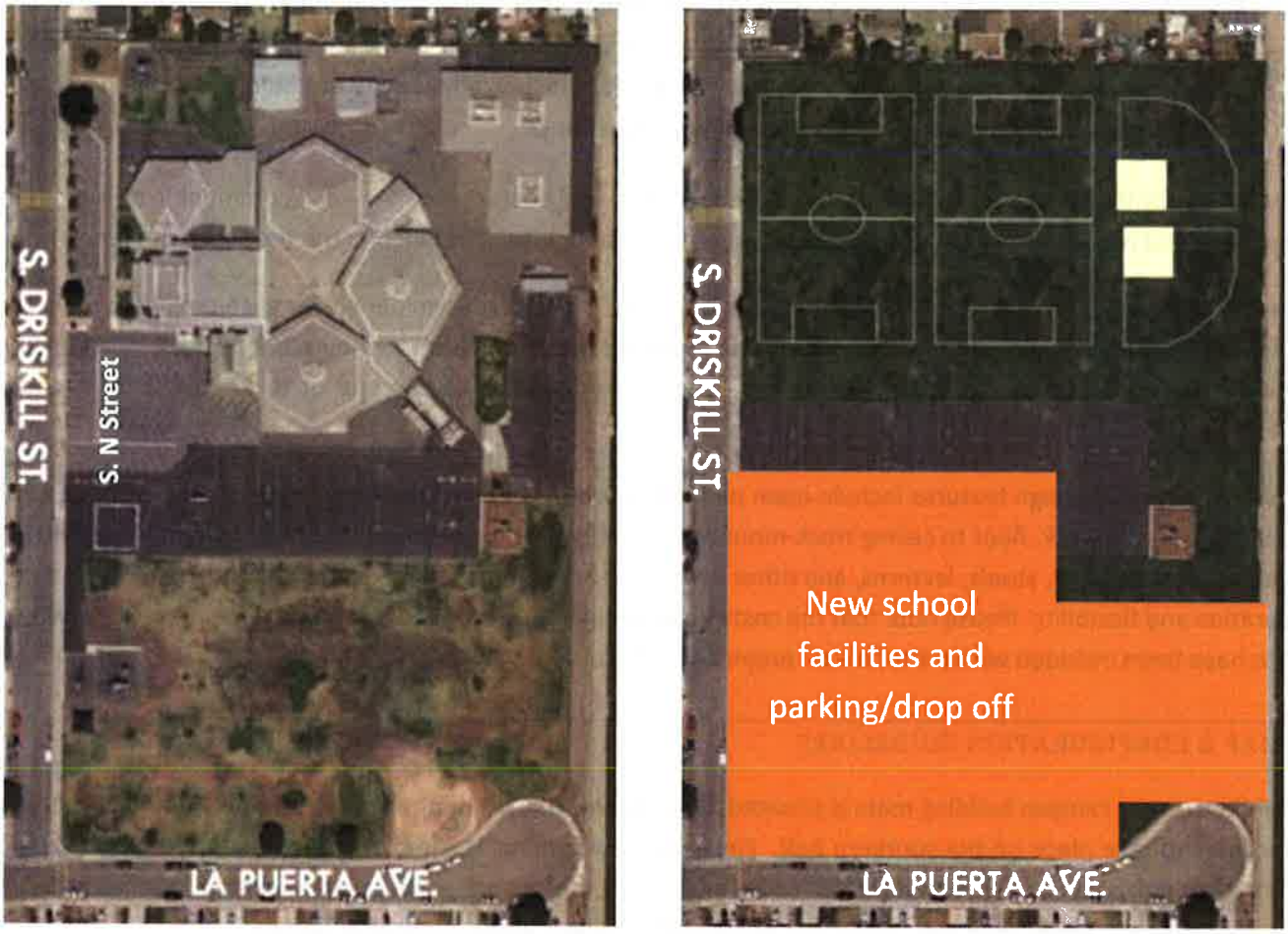
SITE MAP & CONFIGURATION GUIDELINES

Most of the current campus building mass is situated along the northern half of the site and thus permits construction of new facilities to take place on the southern half. Once the new campus is complete, demolition of the old campus will accommodate playfields on the remaining half of the site. Design teams are encouraged to explore configuration options that provide efficient traffic flow and reduce the impact of building massing on nearby homes.

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and neighboring facilities, and promoting the most efficient use and integration of space.

No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities throughout the District.

EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF ROSE AVENUE K-5 SCHOOL



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications that follow reflect Board approved Educational Specifications and a Board approved 750-student capacity by state loading standards for the Rose project per the Master Construct and Implementation Program. To address this capacity in the proposed design first requires prospective Design teams to recognize the variation in State loading standards under the School Facility Program with regard to each type of pupil grant offered. For example, classrooms loaded with a standard educational program for grades K-5 are assumed to house 25 pupils per room. Separately, SDC (Special Day Classroom) Non-Severe has a State loading standard of 13 pupils per classroom and SDC Severe has a State loading standard of 9 pupils per classroom.

It is the District's intent for the 750-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. During the design process the District will evaluate the full needs of its Special Education Program and, in particular, the severely handicapped component of the Special Education Program will require further evaluation.

The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized for Special Education Program students. The Distri 1460 reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Special

Education Program and as may be funded pursuant to the State's School Facilities Program new construction grants for SDC severe and SDC non-severe uses.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	25	24,000
Kindergarten	1,120	4	4,480
Special Ed/RSP/Speech	960	2	1,920
Teaching Space (Total Sq. Ft.)			**30,400**
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			**450**
Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			**760**
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			**3,005**

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			**2,700**
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			**6,250**
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200
TOTAL CLASSROOMS		**31**	
TOTAL BUILT AREA (SQ. FT.)			**49,765**

SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is $22,116,673, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified below include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is $30,209,510 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including demolition and site work.

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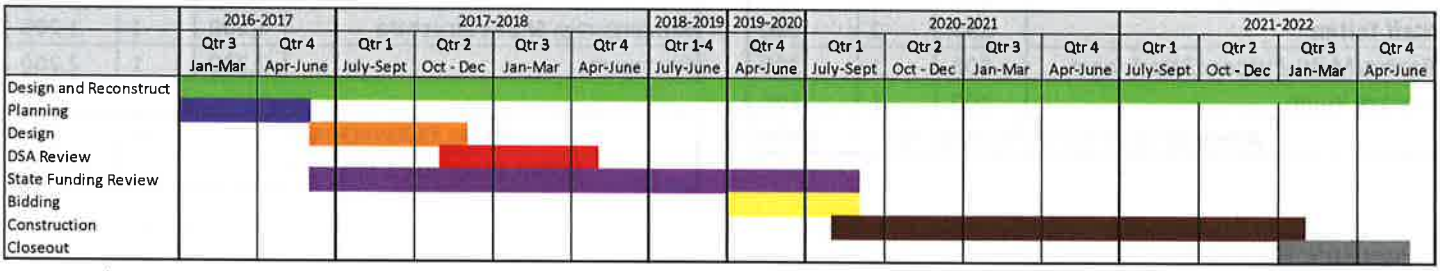
Rose Avenue K-5 School Reconstruction	Net Total	Unit	Budget
Teaching Space (27 classrooms and 4 Kindergarten)	30,400	sf	
Teaching Support (RSP, speech, psychologist, flex office)	450	sf	
Kindergarten Support (workroom, toilets, storage)	760	sf	
Administrative Space	3,005	sf	
Library and Resource Center	2,700	sf	
Multipurpose Facility	6,250	sf	
Lunch Shelter	2,800	sf	
Kindergarten Shade Structure	1,200	sf	
Restrooms	2,200	sf	
Specification Subtotal	49,765	sf	
Building Support & Circulation (18%)	8,958	sf	
Electrical, mechanical, custodial, storage, etc			
Stairways, elevator, covered corridors			
Building Total	58,723	sf	
Site work, including playfields and parking			
Demolition of existing campus			
General Conditions and Requirements			
Contractor's Bond, CCIP, Risk, and Insurance			
Contractor's Fee and Overhead, Construction Contingency			
Total Hard Costs / GMP Value			**$22,116,673**
Soft Costs			
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)			
Professional Services (e.g. architect/engineering/other consulting fees)			
Agency fees, Inspection (IOR)			
Environmental, Legal			
Project Contingency			
Other (e.g. preliminary testing, energy analysis, misc.)			
Total Soft Costs			**$8,092,837**
"All-in" budget			**$30,209,510**

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.



Design & Reconstruct Rose K-5 School:

- DSA Submittal: November, 2017
- Start Construction: August, 2020
- End Construction: January, 2022

1462

II. PROJECT DESCRIPTION: DESIGN & CONSTRUCT NEW SEABRIDGE K-5 SCHOOL

ORIENTATION

The District acquired the Seabridge school site in June 2013 for the construction of a future K-5 school facility and has filed a grant application with the State Office of Public School Construction (OPSC) for reimbursement of site acquisition costs. The site is approximately 8.8 acres and is located on the southside of the 4100 block of Wooley Road. The site is bounded by Wooley Road to the north, mixed-use development on the west, Seabridge Lane on the east, and a boat channel of the Channel Islands Harbor on the south. The District completed a 2010 Initial Study and Mitigated Negative Declaration pursuant to the California Environmental Quality Act (CEQA).

PROJECT REQUIREMENTS

The new school will be designed as a 630-student K-5 school by State loading standards and include a 25-classroom campus with a library, multipurpose room, hard court play areas, and required support spaces. It is also intended operate its play fields adjacent to the school area as a joint use project with the City of Oxnard. Ongoing meetings involving the District and City of Oxnard continue to coordinate aspects of the property development, including the developer's request for a drainage retention basin on the District's property and design requirements of the joint use park. These activities are also being coordinated with the District's legal counsel.

The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than February 2018. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence by November 2018 and work on the new school facilities is expected to be substantially complete by April 2020.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

Architectural firms proposing a re-use should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible. Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Seabridge site as well as meet the unique requirements of the project, site location, Coastal Commission restrictions, and other considerations as may be relevant. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Seabridge elementary school design. The proposals should include a brief "lessons learne 1463 narrative from the construction issues that arose when the design was previously built.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

The design team should be thoroughly familiar with the District's educational specifications K-5 education and 21st century learning environments. Successful designs for the new school site will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

Students are anticipated to participate in project based learning experiences with every student and teacher at the school utilizing an iPad for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The District's educational program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Seabridge facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the existing architectural style and character of the surrounding Seabridge areas. Surrounding uses include agriculture to the north, mixed-use development to the west, single-family residential waterfront development to the south, and commercial retail to the east.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classroon 1464
and labs have been included within the "all-in" project cost discussed in the Master Budget.

SITE MAP & CONFIGURATION GUIDELINES

The diagram that follows is for conceptual purposes only and indicates a preliminary approach to usage of the site in compliance with California Coastal Commission requirements as well as anticipated community access to a joint use park space. In addition to the need to recognize access requirements to playfields and the coastline, proposing firms are advised to consider options to promote building placements and configurations that improve the District's ability to secure the site given limitations on site perimeter fencing. Attention will be paid to the architectural firm's strategy and approach for compliance with anticipated California Coastal Commission requirements. The District has completed prior California Environmental Quality Act (CEQA) findings through an Initial Study and Mitigated Negative Declaration report completed for the site in November 2010 and may be found at the following link: 2010 Initial Study and Mitigated Negative Declaration. As previously discussed, coordination efforts involving the District and City of Oxnard continue, including a potential drainage retention basin on the District's property and the design requirements for the joint use park.

Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses in the Seabridge community, and promoting the most efficient use and integration of space.

EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF SEABRIDGE

APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications on the following page reflect Board approved Educational Specifications and the Board approved 630-student capacity for the Seabridge K-5 project per the Master Construct and Implementation Program and should be addressed in the proposed design. The approved specifications reflect certain anticipated restrictions as to the size and student population of this compact site and are based on State classroom loading standards of 25 students per standard classroom. With a total of 25 classrooms loaded to approximately 25 students each, a state loading of 625 students can be achieved, closely matching the approved specification.

It is the District's intent for the 630-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Education Program (e.g. Special Education) and as may be funded pursuant to the State's School Facilities Program new construction grants.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	20	19,200
Kindergarten	1,120	4	4,480
Special Ed	960	1	960
Teaching Space (Total Sq. Ft.)			**24,640**
RSP/Speech Room	480	1	480
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			**930**
Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			**760**
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			**3,005**

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			**2,700**
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			**6,250**
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200
TOTAL CLASSROOMS		**25**	
TOTAL BUILT AREA (SQ. FT.)			**44,485**

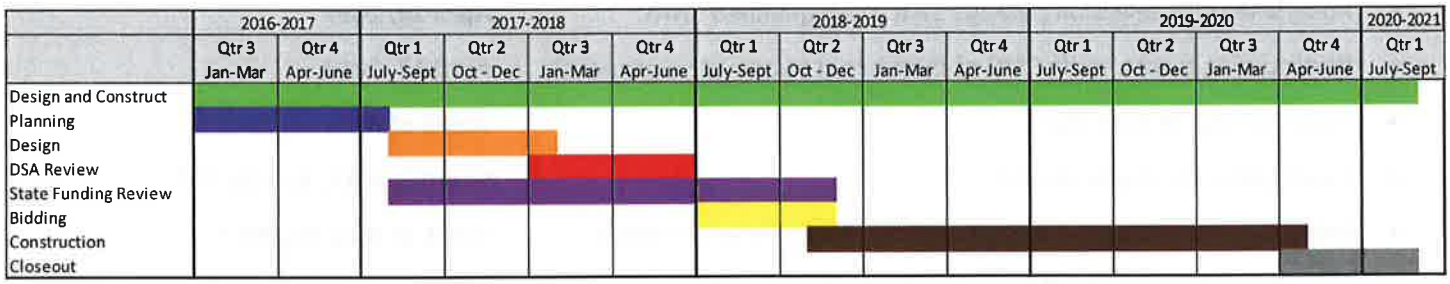
SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is $20,831,163, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified in the following table include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is $28,568,432 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including site work.

New Seabridge K-5 Elementary School	Net Total	Unit	Budget
Teaching Space (21 classrooms and 4 Kindergarten)	24,640	sf	
Teaching Support (RSP, speech, psychologist, flex office)	930	sf	
Kindergarten Support (workroom, toilets, storage)	760	sf	
Administrative Space	3,005	sf	
Library and Resource Center	2,700	sf	
Multipurpose Facility	6,250	sf	
Lunch Shelter	2,800	sf	
Kindergarten Shade Structure	1,200	sf	
Restrooms	2,200	sf	
Specification Subtotal	44,485	sf	
Building Support & Circulation (18%)	8,007	sf	
Electrical, mechanical, custodial, storage, etc			
Stairways, elevator, covered corridors			
Building Total	52,492	sf	
Site work, including playfields and parking			
General Conditions and Requirements			
Contractor's Bond, CCIP, Risk, and Insurance			
Contractor's Fee and Overhead, Construction Contingency			
Total Hard Costs / GMP Value			**$20,831,163**
Soft Costs			
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)			
Professional Services (e.g. architect/engineering/other consulting fees)			
Agency fees, Inspection (IOR)			
Environmental, Legal			
Project Contingency			
Other (e.g. preliminary testing, energy analysis, misc.)			
Total Soft Costs			**$7,737,269**
"All-in" budget			**$28,568,432**

SUMMARY TIMELINE & SCHEDULE:

The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.



Design & Construct Seabridge K-5 School:

- DSA Submittal: January, 2018
- Start Construction: November, 2018
- End Construction: April, 2020

III. METHOD OF SELECTION

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for both the Rose Avenue K-5 Reconstruction Project and the New Seabridge K-5 School. Firms may elect to submit proposals that are responsive to either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Firms should carefully review the detailed information and submittal requirements contained within this package.

Teams that wish to visit the Rose site to make further observations will be notified of the opportunity for a site visit. CFW will organize a single tour of the Rose site for all interested teams. Please do not visit the Rose site without coordinating with CFW. At this time, a tour of the Seabridge site is not anticipated.

Once the proposal deadline has passed, the District, via its program manager, will begin arranging interviews with firms that have submitted a complete and germane response for one or both of the planned school projects. The design firms should include staff assigned to the project in the interview process. One interview process per firm will be held. For example, should a firm submit a proposal for both projects, one interview with that firm would be held to discuss both projects should the District deem the proposal suitable for interview.

The interview results will be considered along with the proposed design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted with the highest ranked firm(s). Design teams must coordinate in advance a potential site visit at each proposed "re-use" site with the site staff and district facilities department as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

SELECTION SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Rose/Seabridge selection package sent to prequalified firms: **April 14, 2017**
- Participating teams notify CFW of their intent to provide a proposal: **April 17, 2017**
- Potential tour of Rose Site: **Week of April 17, 2017**
- Rose/Seabridge responses due: **May 12, 2017, by 1:00 PM**
- Review of submittals and Rose/Seabridge interviews completed: **Week of May 15, 2017**
  (tour may be requested of site(s) proposed for "re-use")
- Recommended selection for Rose/Seabridge announced: **Week of May 22, 2017**
- Board action on recommended Rose firm/execution of contract: **June 21, 2017 or thereafter**
- Board action on recommended Seabridge firm/execution of contract: **August 2, 2017 or thereafter**

The District reserves the right to modify the above schedule at its sole discretion.

SUBMITTAL FORMAT & REQUIREMENTS

General Information: Architects responding to one or both projects are required to provide a single set of responses with regard to General Information about their firm's capabilities, prior experience, and past projects. This information should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project(s) as referenced in the Project Description(s).
2. Provide any recommendations that improve the functionality and effectiveness of the project (s), particularly with regard to delivering the proposed educational program.
3. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the project(s).
4. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.

Site-Specific Information: Architects are required to include a unique and separate response to the following site specific questions for each project they intend to propose for selection by the District. This information should include, but need not be limited to, the following:

1. Detailed review of 2-3 proposed "re-use" projects, indicating whether an entire project, or a combination of several projects are best-suited to be "re-used" for the Rose and/or Seabridge projects. Where a firm is not proposing re-use, recent similar projects may be referenced in-lieu. Project details should include:
    a. Narrative of "lessons learned" from each of the projects identified. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project;
    b. Discussion of the complexities of "re-use" or the challenges inherent in creating an untested design and how your firm intends to integrate lessons learned to enhance the quality of the proposed design;
    c. Confirmation that the design firm has made preliminary arrangements to secure site approval for a visit to review completed project(s) identified, to be toured upon further request by the District and CFW.
2. Discuss the role of the Firm's proposed assigned personnel, the strengths and experience they bring to the Rose and/or Seabridge projects, and their level of participation to be expected on the project(s). If submitting for both projects, please specify staff for each project
3. Provide a line item conceptual cost estimate for the firm's proposed design concepts for the Rose and/or Seabridge projects. Separate cost estimates should be provided for each project. A grand total cost should be provided as a basis for comparison with the "all-in" project budget that integrates hard and soft costs. The estimate should include:
    a. Your understanding of project details by component, unit, and unit cost in a table format; including a detailed construction cost and schedule analysis. See "Attachment B" – Reconstruction of Rose Avenue K-5 Cost Comparison Sheet and "Attachment C" – New Seabridge K-5 Cost Comparison Sheet
    b. Adequate notation specifying significant assumptions of the cost estimate(s);
    c. A separate line item identifying the cost for FF&E the project(s);
    d. Values in current dollars only—do not escalate your estimates; and

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e. Written comments, if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in a format that maintains compatibility with Microsoft Excel.

Proposal Format

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a single cover letter briefly discussing the firm's conceptual understanding of the project(s) and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project(s) as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components.

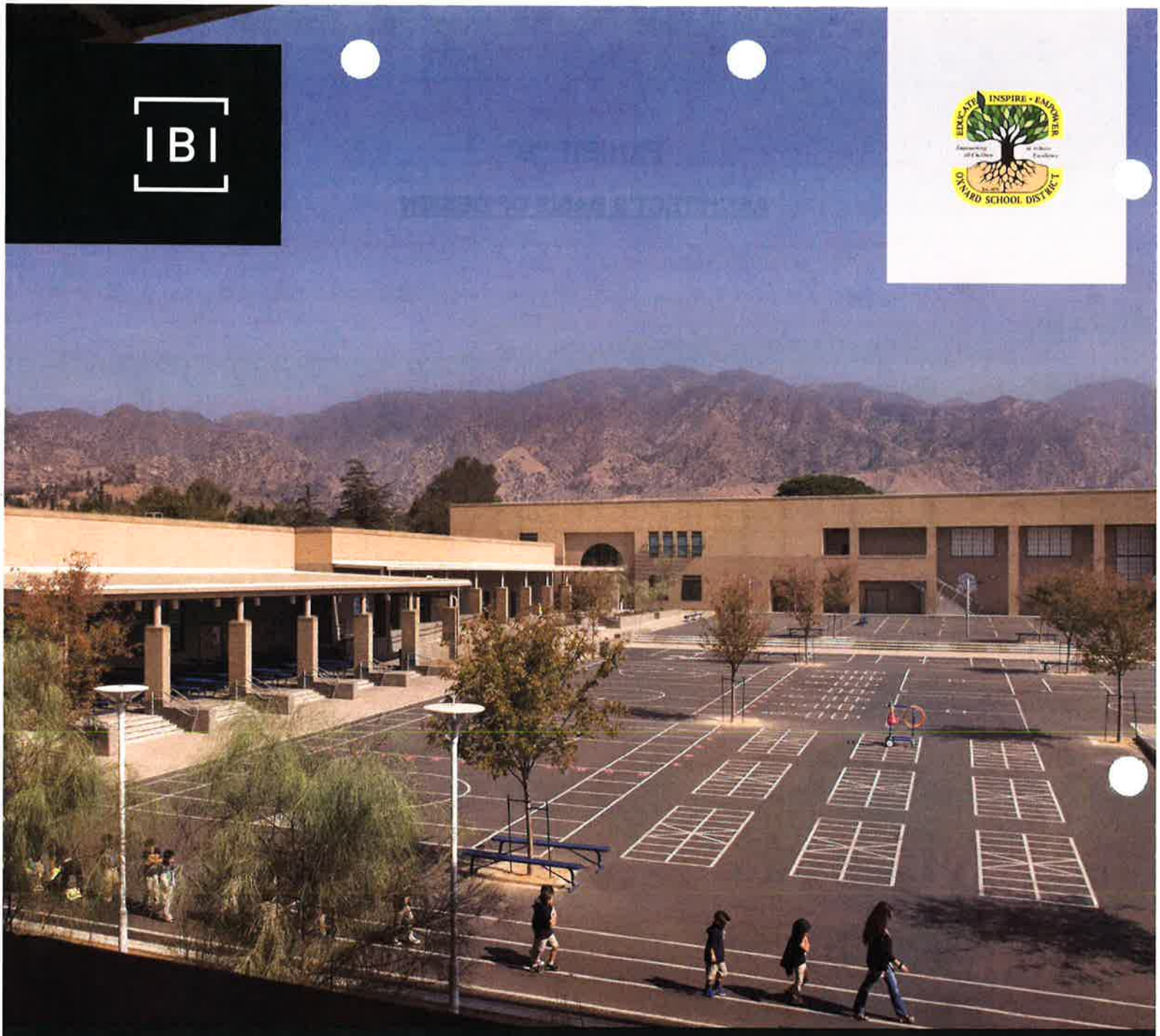
Whether a firm chooses to submit for one or both projects, one integrated proposal submittal is required. Limit response for the General Information requested to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs of past projects. General Information includes the cover letter indicated above. For the Site-Specific Information requested, limit responses for each project proposed to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs to illustrate the design proposals for each project. For Firms submitting proposals for both projects, this amounts to a grand total of thirty (30) single sided 8 ½ x 11 pages and eighteen (18) single sided 11 x 17 pages. The required Attachment B and/or Attachment C does not count within the page limit, nor do pages used primarily for document organization purposes (e.g. front and back cover, divider tabs, table of contents, etc.).

Firms are requested to submit their response within a single file in PDF format (plus Attachment B and/or Attachment C returned in Excel format) via email attachment or a download location provided by email (use of could-based services like DropBox or similar service for large file transmittal is acceptable) to Jeremy Cogan at jcogan@cfwinc.com by no later than 1:00 PM PDT, May 12, 2017.

Multiple hard copies of the proposals will be requested and required at the time of interview.

EXHIBIT "B"

ARCHITECT'S BASIS OF DESIGN



Architect Selection Package

Reconstruction of Rose K-5 School

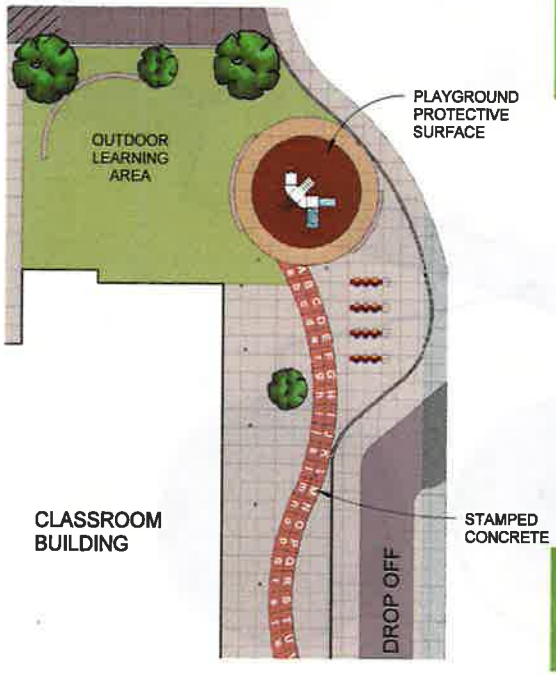
Submitted to the Oxnard School District
by IBI Group
May 12, 2017

How do we create learning communities for the greatest thinkers and the most thoughtful people?

By designing a school that would continue to inspire its learners. To provide connections and ways for students to interact with the building and schoolyard and to better understand their impact on the world around them.

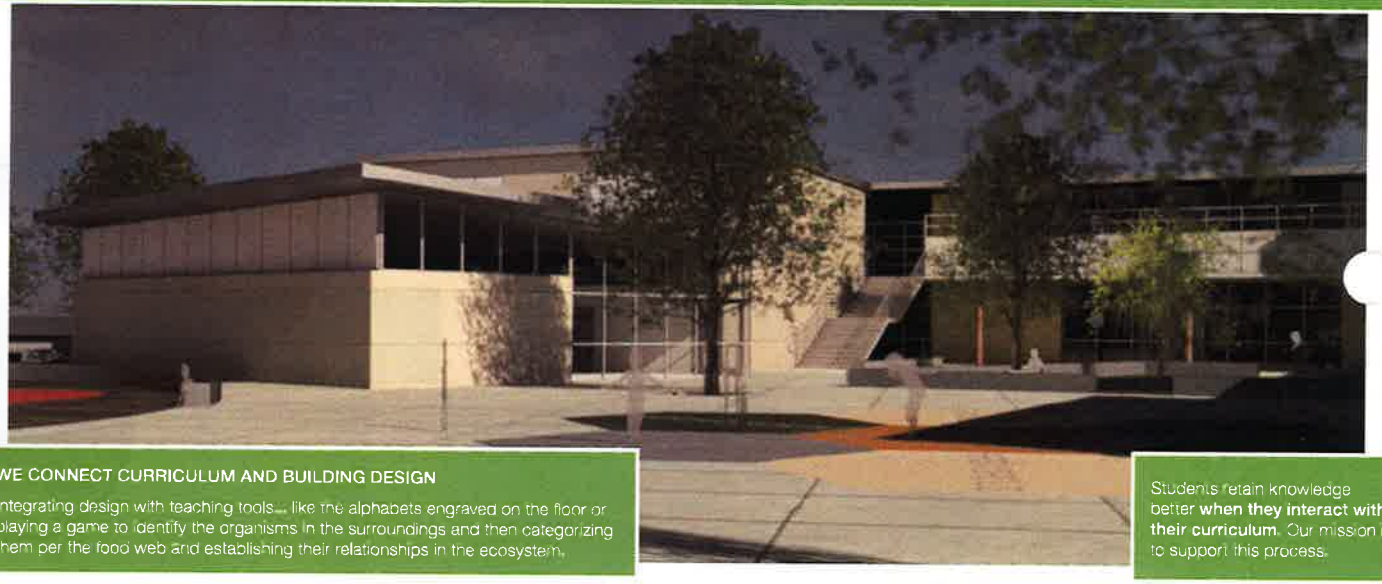
Scan here for a virtual tour of the campus

View from South Driskill Street



WE ARE FOCUSED ON THE LEARNER

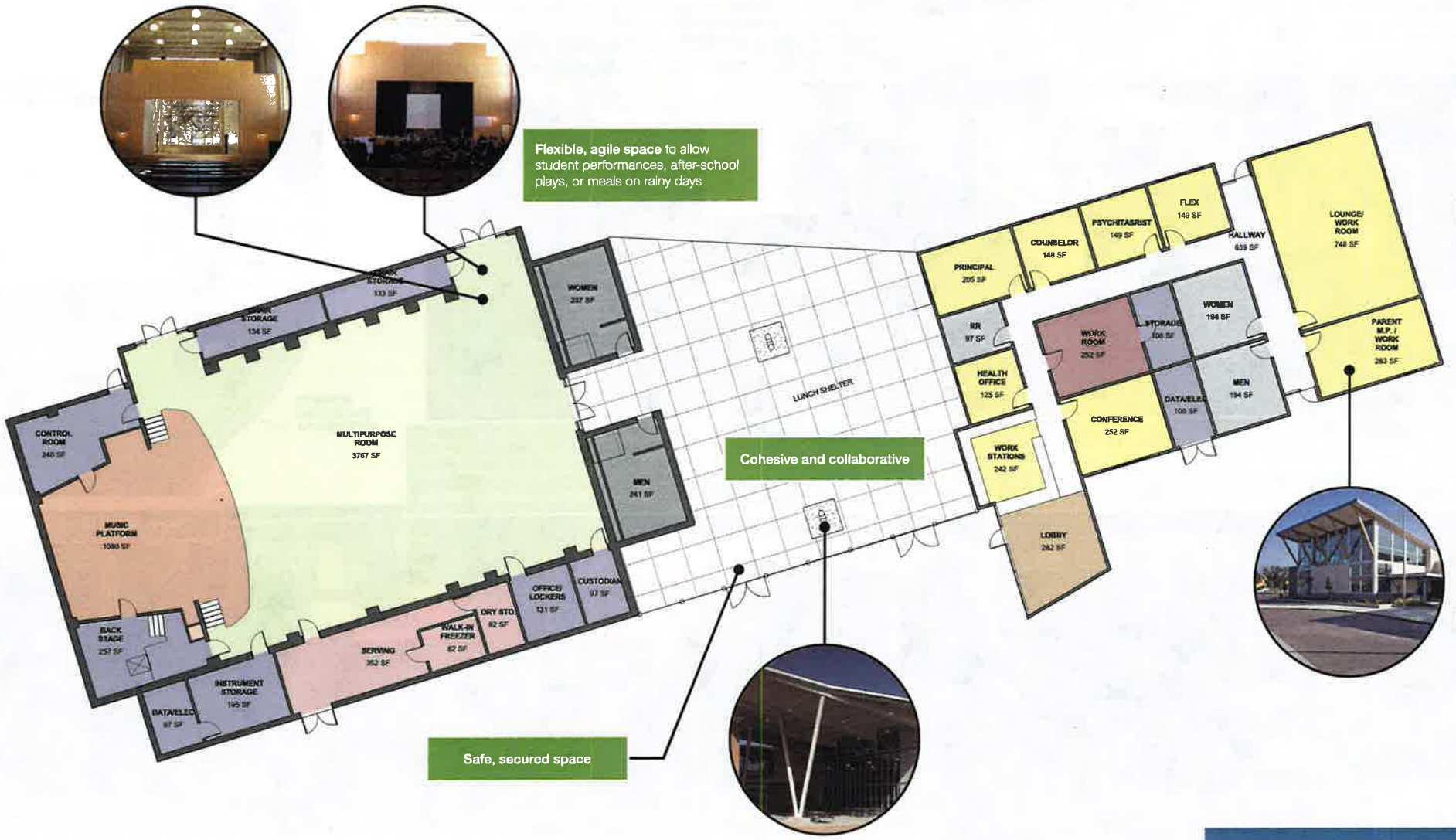
The learner is central to the education process and IBI Group recognizes and honors the shift to individualized learning methods. Our designs and approach reflect this movement, being flexible and adaptable, individuals are making their own choices in how they learn and our designs encourage opportunities for learning beyond the classroom, as we believe it is a seamless process which extends into the community at large.



WE CONNECT CURRICULUM AND BUILDING DESIGN

Integrating design with teaching tools... like the alphabets engraved on the floor or playing a game to identify the organisms in the surroundings and then categorizing them per the food web and establishing their relationships in the ecosystem.

Students retain knowledge better **when they interact with their curriculum.** Our mission is to support this process.



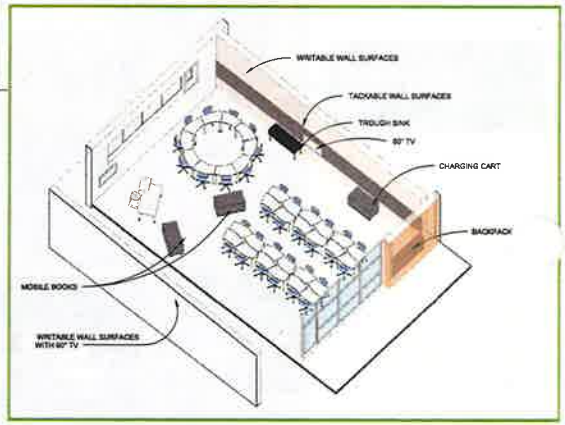
Administrative/
Multipurpose Building

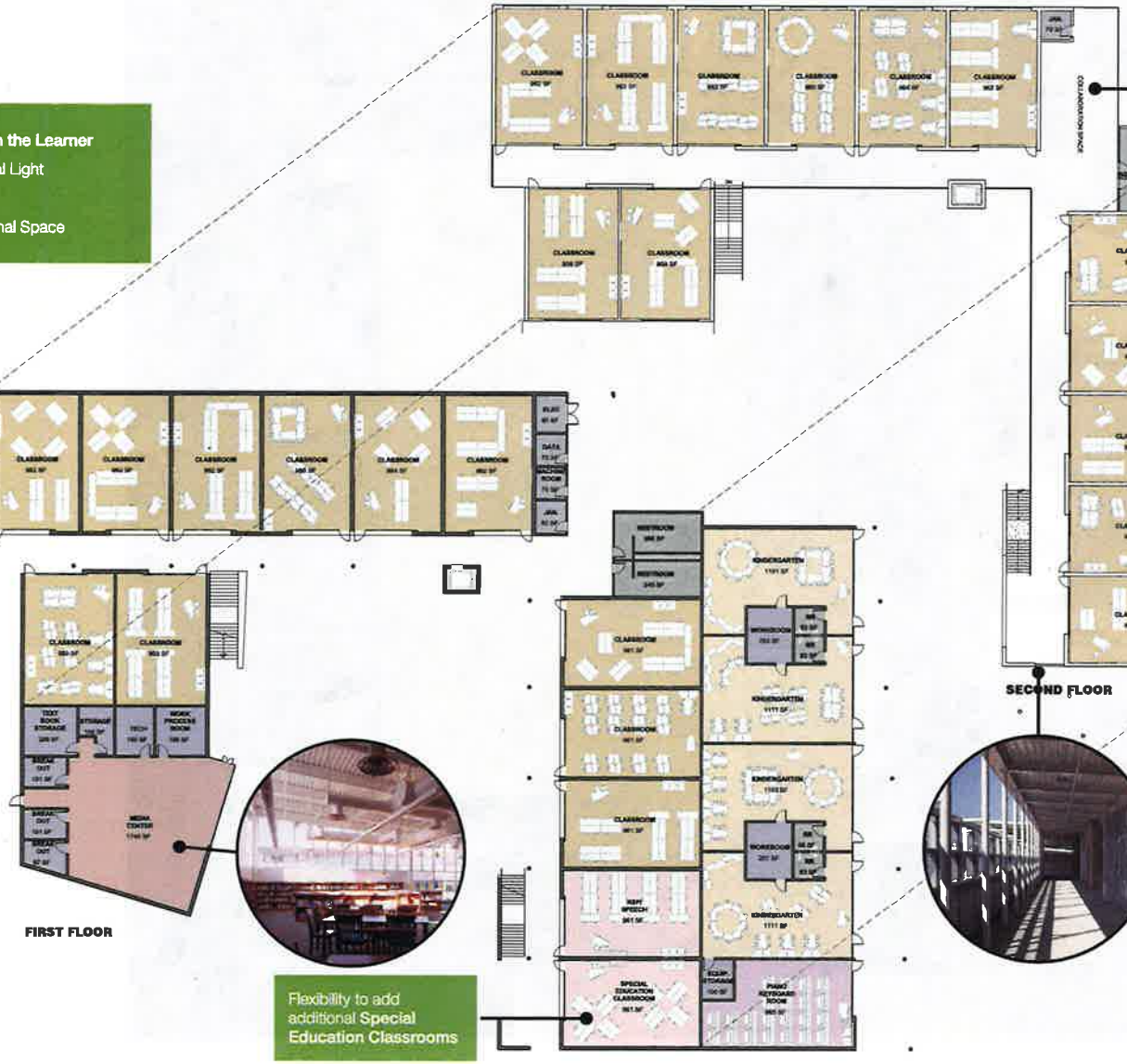
Focus on the Learner

- Natural Light
- Color
- Personal Space

Circulation spaces that provide opportunities for collaborative spaces and potential for other activities

- High ceilings
- Daylight
- Flexible, alternative spaces within the classroom





Flexibility to add additional **Special Education Classrooms**

Learning Environments

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Site Layout – Option 2

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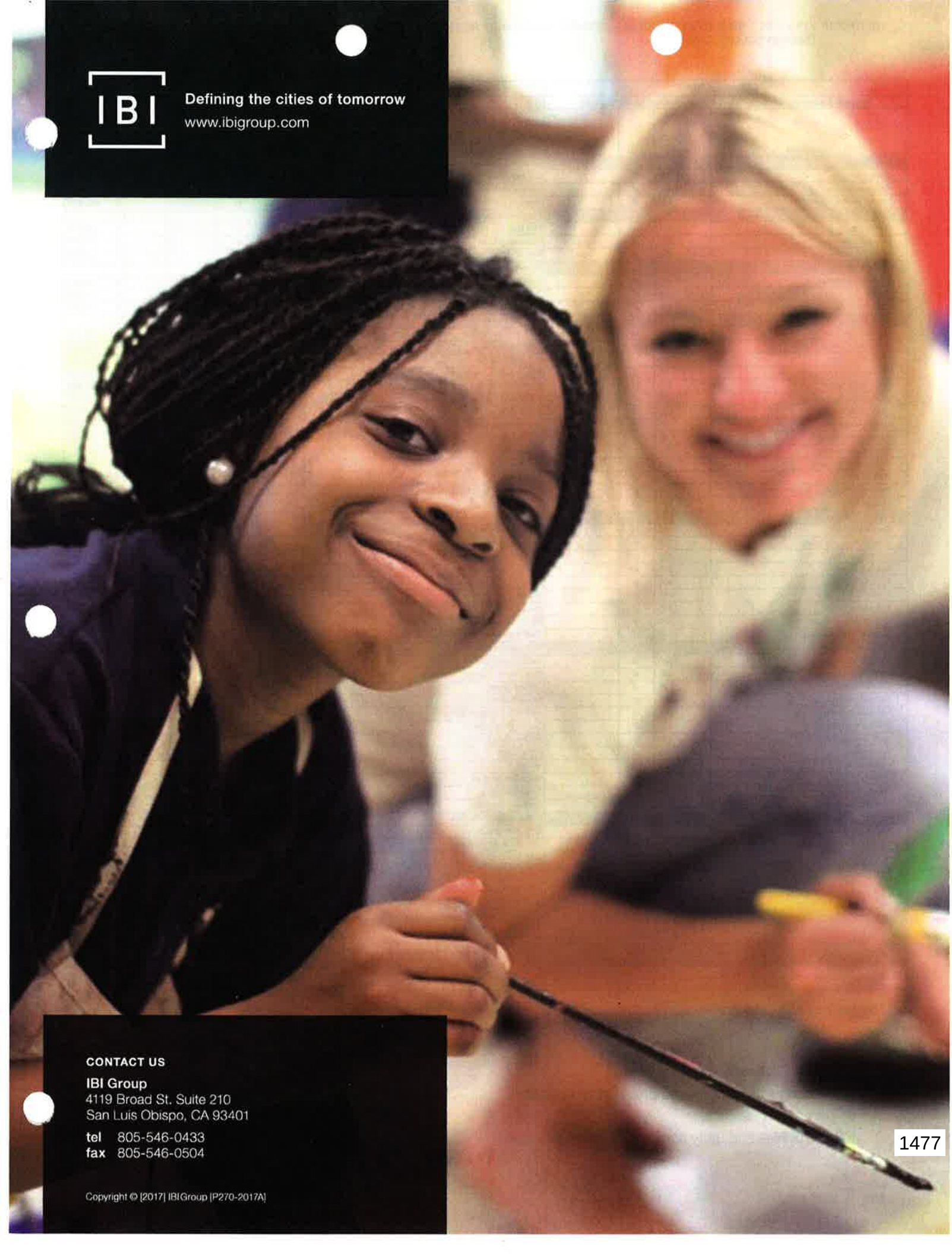

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Defining the cities of tomorrow
www.ibigroup.com

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Rose Avenue K-5 School				Proposed "Re-use of Plans" School					
Design & Reconstruct School to District K-5 Specifications for 750 students									
Description	*Quantity*	*Units*	*Total*	*Description (Same format as District Specification)*	*Quantity*	*Units*	*Variance from District Spec.*	*Actual Total Cost as Built*	*Est. 2017 Total Cost as Proposed*
Teaching Space			30,400	**Teaching Space**					
Classroom (25)	24,000	sf		Classroom (25)	24033	sf	33		$ 8,051,055
Kindergarten (4)	4,480	sf		Kindergarten (4)	4426	sf	(54)		$ 1,482,710
Special Ed/RSP/Speech (2)	1,920	sf		Special Ed/RSP/Speech (2)	1922	sf	2		$ 643,870
Teaching Support Space			450	**Teaching Support Space**					
Flex Room	150	sf		Flex Room	149	sf	(1)		$ 40,975
Counselor Room	150	sf		Counselor Room	149	sf	(1)		$ 40,975
Psychologist Room	150	sf		Psychologist Room	149	sf	(1)		$ 40,975
Kindergarten Support Space			760	**Kindergarten Support Space**					
Workroom/Storage	400	sf		Workroom/Storage	410	sf	10		$ 82,000
Toilets	260	sf		Toilets	255	sf	(5)		$ 70,125
Equipment Storage	100	sf		Equipment Storage	100	sf	-		$ 20,000
Administrative Space			3,005	**Administrative Space**					
Lobby/Public Waiting	300	sf		Lobby/Public Waiting	282	sf	(18)		$ 98,700
Reception/Clerical	150	sf		Reception/Clerical	150	sf	-		$ 52,500
Principal's Office	200	sf		Principal's Office	205	sf	5		$ 56,375
Administrative Assistant	75	sf		Administrative Assistant	92	sf	17		$ 25,300
Conference Room	250	sf		Conference Room	252	sf	2		$ 81,900
Work/Main Copy Room	250	sf		Work/Main Copy Room	252	sf	2		$ 56,700
Health Office	100	sf		Health Office	125	sf	25		$ 37,500
Nurse/Health Clerk	75	sf		Nurse/Health Clerk	75	sf	-		$ 20,625
Health Office Toilet	65	sf		Health Office Toilet	97	sf	32		$ 48,500
Workroom/Lounge	600	sf		Workroom/Lounge	598	sf	(2)		$ 194,350
Kitchenette/Vending	150	sf		Kitchenette/Vending	150	sf	-		$ 52,500
Staff Toilets	390	sf		Staff Toilets	388	sf	(2)		$ 164,900
Parent/Multi-Purpose/Workroom	300	sf		Parent/Multi-Purpose/Workroom	283	sf	(17)		$ 99,050
Storage Room	100	sf		Storage Room	108	sf	8		$ 21,600
Library and Resource Center			2,700	**Library and Resource Center**					
Circulation Desk	50	sf		Circulation Desk	50	sf	-		$ 20,000
Work/Processing Room	200	sf		Work/Processing Room	196	sf	(4)		$ 63,700
Storage Room	100	sf		Storage Room	108	sf	8		$ 21,600
Reading Room	900	sf		Reading Room	900	sf	-		$ 360,000
Story Telling Nook	400	sf		Story Telling Nook	400	sf	-		$ 140,000
Stacks	400	sf		Stacks	400	sf	-		$ 160,000
Textbook Storage	200	sf		Textbook Storage	209	sf	9		$ 47,025
Small Breakout Room	300	sf		Small Breakout Room	299	sf	(1)		$ 97,175
Tech Work/Storage Room	150	sf		Tech Work/Storage Room	150	sf	-		$ 37,500
Multipurpose Facility			6,250	**Multipurpose Facility**					
Multipurpose Room	3,500	sf		Multipurpose Room	3767	sf	267		$ 1,600,975
Chair/Table Storage	200	sf		Chair/Table Storage	267	sf	67		$ 53,400
Control Room	75	sf		Control Room	240	sf	165		$ 54,000
Music Platform	1,400	sf		Music Platform	1080	sf	(320)		$ 432,000
Instrument Storage Room	200	sf		Instrument Storage Room	195	sf	(5)		$ 43,875
Serving/Prep Kitchen	350	sf		Serving/Prep Kitchen	352	sf	2		$ 176,000
Walk-in Refg/Freezer	150	sf		Walk-in Refg/Freezer	82	sf	(68)		$ 41,000
Dry Storage	75	sf		Dry Storage	82	sf	7		$ 16,400
Locker Alcove	50	sf		Alcove	0	sf	(50)		$ -
Office/Workstation	75	sf		Office/Workstation	131	sf	56		$ 39,300
Toilet/Changing	75	sf		Toilet/Changing		sf	(75)		$ -
Custodial Services	100	sf		Custodial Services	97	sf	(3)		$ 33,950
Utility/Support Spaces	-	sf		**Utility/Support Spaces**					
Electrical/Data Room	-	sf		Electrical/Data Room	273	sf	273		$ 54,600
Elevator Machine Room	-	sf		Elevator Machine Room	76	sf	76		$ 15,200
Janitor Rooms	-	sf		Janitor Rooms	150	sf	150		$ 52,500
Lunch Shelter	2,800	sf	2,800	Lunch Shelter	2800	sf	0		$ 280,000
Kindergarten Shade Structure	1,200	sf	1,200	Kindergarten Shade Structure	1200	sf	0		$ 102,000
Restrooms	2,200	sf	2,200	Restrooms	1540	sf	-660		$ 654,500
Exterior Circulation	-	sf	-	Exterior Circulation	5353	sf	5353		$ 1,070,600
Elevator	-	sf	-	Elevator	1	ea	1		$ 150,000
Subtotal			49,765	Subtotal					$ 17,300,485
Allowance for Sitework (Includes Covered Walkways)	9.3	ac		Allowance for Sitework (Includes Covered Walkways)	9.3	ac	0		$4,861,296
Total Costs				Total Costs					$ 22,161,781
Total Hard Costs				**Total Hard Costs**					$ 22,161,781
Total Soft Costs				Total Soft Costs	36	%			$ 7,978,241
Total Contingency (Included in Soft Costs)				Total Contingency (Included in Soft Costs)					
				Total Estimate Project Costs					$ 30,140,022

Conceptual Estimate Assumptions:

1. No existing site reports were provided or reviewed as part of this estimate.
2. Off-site utilities and utility company fees not included.
3. Site power adequate; no new service or transformers needed.
4. No escalation included.

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Conceptual Cost Estimate

3

Cost Estimate – Rough Order Of Magnitude

IBI Group has a strong history of understanding the design and construction influences that affect project budgets. We emphasize on-going cost control and apply it throughout all the design phases to assure the project is meeting your budget goals. With this in mind, we "design to budget" as well as provide exceptional design.

Proper cost budgeting and scope control starts at the very inception of the project. It will be the Client's, the Lease Leaseback Contractor's, and IBI Group's responsibility to insure that the project's financial goals are achievable and met. To assist in this determination, IBI Group offers its history of project cost estimating. IBI has worked in the public educational cost arena for over 40 years. And during that time, the cycle of economic forces have never been static. We task ourselves, each project, to understand the actual current conditions, local factors, period when construction will actually start, in order to be able to strategize maximizing limited funds. We will work together to review the budget and identify any concerns. If a District's budget is not compatible with their wishes or expectations, it needs to be addressed at the beginning of the project. IBI typically wants to be involved in providing input to the entire project budget, not just the construction cost. Fees, insurance, utility connections, furniture and equipment, phasing, interim housing, and moving/relocation expenses (along with other costs) are often left out by others or not enough contingency is included. All of these costs need to be considered as part of the total project cost. We highly recommend the District retain adequate contingency for both design and construction phases.

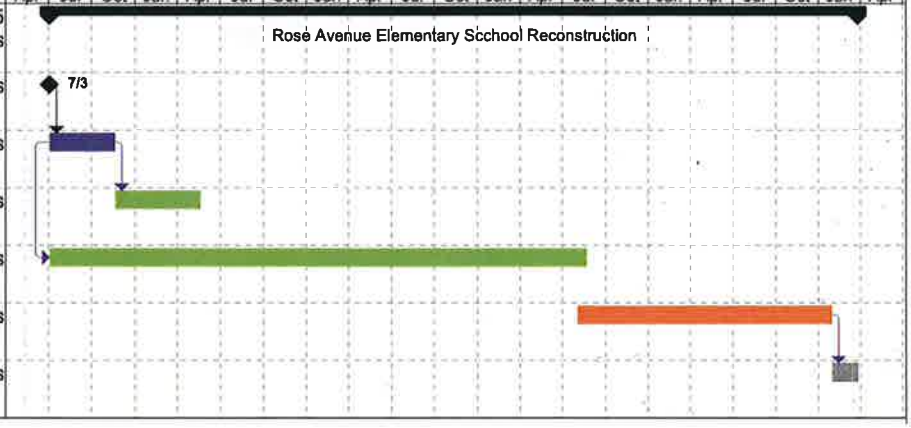
Our standard practice for a project of this size, is to retain independent construction cost estimating specialists which have reviewed the project in relation to the Conceptual Budget. Close coordination with District staff in regard to material selections, construction approaches, and regional labor and cost issues are integrated during the entire process. Statements of probable cost are prepared and reviewed at each phase of the work. Careful evaluations of the project's design are done, including long-term cost benefits vs. the efforts to balance initial construction costs along with on-going costs of maintenance and security if you are to have a meaningful budget. By validating the cost estimate at each phase, making adjustments to the plans as required to maintain budget, we have found the project cost to be predictable. We refer to this as the "Principle of No-Surprises."

Please see Attachment B on the following page for our full Cost Estimate.

ROSE AVENUE ELEMENTARY SCHOOL RECONSTRUCTION
PRELIMINARY PROJECT SCHEDULE

IBI

ID	Job Name	Duration
1	**Rose Avenue Elementary Scchool Reconstruction**	1235 days
2	Notice to Proceed	0 days
3	Project Design & Submittal to DSA	100 days
4	DSA Review & Approval	130 days
5	State Funding Review	820 days
6	Construction	390 days
7	Project Closeout	40 days



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+ **Education**

- Kamla Raheja Vidyanidhi Institute for Architecture, Mumbai, India, Bachelors of Architecture (2001)
- Cerro Coso Community College, Ridgecrest, CA Associates in Science, Digital Animation

+ **Registrations**

- Registered Architect, California, USA C36379
- Registered Architect Mumbai, India CA/2002/29311
- LEED Accredited Professional
- Diploma in Basic Programming and Computer Operations
- Revit Architecture 2012 Certified Associate/ Professional

Janvi Kanani AIA, LEED AP

Project Manager

Janvi has over thirteen years of experience in education, commercial and public building projects. Her experience and understanding of the construction process allows her to guide a project from design through completion. Her passion and knowledge for sustainable design enables her to incorporate strategies that consider the environment, building efficiency and user satisfaction. In addition, Janvi has a strong background in graphics and 3D computer visualizations which she uses to help Clients visualize a project from initial concepts to a final design.

Representative Projects:

Allan Hancock College

- Industrial Technology Complex & P.E. Fields
- Science & Skills Building, Audio-Visual System
- VOIP Copper Cable Project

Cuesta College

- Learning Resource Center – North Campus

West Valley-Mission Community College District

- West Valley College Campus Center Renovation (LEED Certified)

Greenfield Union School District

- Mary Chapa Academy Admin/Library (on the boards)

Santa Paula Unified School District

- Isbell Middle School Flex Labs (on the boards)

Paso Robles Unified School District

- Agriculture CTE Center
- Independent Studies Center

City of Santa Maria

- Multi-Modal Transit Facility
- Atkinson Park Community Center
- Police Department T.I.

City of Arroyo Grande

- Police Station Expansion Needs Assessment and
- Feasibility Study
- New Police Station

Osleide Walker

Senior Design Manager

Ms. Walker's design talents are formed by her international background. She believes that well designed, sustainable buildings create environments that promote wellness and maximize student achievement. Therefore, all her design work is driven by the program and designed to reduce the overall impact of the built environment on human health. Her designs are executed with a genuine sense of style, flare, fun and functionality.

She also influences the practice by sharing her experience and creativity. She has applied her design and planning talents to many of the firm's most engaging projects and is responsible for moving BIM (Building Information Modeling) forward and contributing to the numerous educational awards won by the firm. Ms. Walker was the senior LEED Manager for our recently awarded Monroe Community Wellness Center (Health Clinic) – LEED Silver Certification.

+ Education

- Escola Technica Federal da Bahia, Brazil, Edificacoes, 1988
- New School of Architecture, San Diego, California, 1991
- Bachelor of Architecture, California Polytechnic University Pomona, 2000

+ Memberships/Accreditations

- Montebello Unified School District Chair of the Advisory Board for the Architecture, Construction, Engineering (ACE) Pathway to College and Career
- Saddleback College Chair of the Advisory Committee for the Architecture Department

Representative Projects:

- Monroe Community Wellness Center (Health Clinic) and James Monroe High School Marquee Sign, County of Los Angeles Department of Public Works, LEED Silver Certification – Senior Designer and Project Manager. August 2011 through January 2015.
- Valley Region Middle School Campus (converted Polytechnic High School Freshman Center and Adult Education Facility)/Richard E. Byrd Middle School/Marquee Signs), Los Angeles Unified School District, Sun Valley, CA – Senior Designer. May 2008 through January 2015
- Hull Middle School and Marquee Sign, Torrance Unified School District – Senior Designer and Project Manager of new one story neighborhood campus for 750 students. May 2010 through August 2013.
- Fern Elementary School, Torrance Unified School District – Senior Designer and Project Manager of two story classroom and multipurpose building addition to existing historical campus. January 2010 through August 2013.
- New City School and Colegio New City, Long Beach Unified Charter School – Senior Designer and Project Manager and construction management to the conversion of existing retail store front into a charter school for approximately 300 K-12 students. July 2010 through January 2012.
- Sylmar Language Academy (Valley Region K-8 Span School #1), Los Angeles Unified School District – Senior Designer and Project Manager for a span school for 1050 students on a 7 acre site. September 2010 through December 2013.
- Applied Technology Center, Montebello Unified School District – Senior Designer and Project Manager for a new 60,000 sq ft technical education facility, including Career pathway High School for hospitality, health, construction, engineering, architecture, and public services Career pathway High School. October 2007 through December 2011 (Two Phases).

Craig Atkinson AIA, NCARB, LEED AP BD+C

Project Architect

Craig is an Associate Architect with more than 24 years of experience in the design and construction of education projects. He has been chosen to lead your project because of his knowledge and extensive "know how" in educational project consensus building, design, planning, project delivery, and quality control. Craig's years of project management experience for clients throughout California has made him a firm resource for client and community relations and quality control within IBI Group.

+ Education

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture (1990)
- Danish International Studies, Kobenhavns Universitet, Copenhagen, Denmark (1988-1989))

+ Registrations

- Registered Architect, California C-25387
- LEED Accredited Professional

Representative Projects:

Oxnard School District

- Norman Brekke Elementary School
- Haydock School Modernization
- Emilie Ritchen Elementary School

Paso Robles Unified School District

- Agricultural CTE Center
- Independent Studies Center

Orcutt Unified School District

- Child Care/Spec. Services Office
- Orcutt Jr. High School Gym Modernization
- District-Wide Modernizations; Multiple Projects

Kern County Superintendent of Schools

- North Kern Community School, Delano
- Southeast Career Center

Allan Hancock College

- Industrial Technology Building
- Science and Skills Building
- Audio-Visual VOIP Copper Cable Project

Proposed Design Personnel

2

William R. Tuculet AIA

Principal Architect

Bill is the Principal-In-Charge of the IBI Group - San Luis Obispo office. With over 40 years of professional experience and 36 as Principal Architect, Bill remains active as the office leader and designer. He has received many awards over the years. Bill has led multiple remodel, modernization and new construction efforts for several Districts around California, including the Oxnard School District. Bill has completed projects on most of the District's sites and is familiar with the Oxnard community. Bill acts as conductor and will assign and coordinate the efforts of all IBI Group staff and consultants as well as contributing his talent and experiences to each specific project.

+ Education

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture (1971)

+ Registrations

- NCARB# 28698
- 1976: Registered Architect, California #C-8702
- 1987: Registered Architect, Nevada #1950
- 2002: Registered Architect, Florida #AR91479
- 2010: Registered Architect, Arizona #50838

Representative Projects:

Oxnard School District

- Class Size Reduction Portables (14 Campuses)
- Norman Brekke Elementary School
- Haydock School Modernization
- Emilie Ritchen Elementary School
- Fire Alarm Installation (11 Campuses)

Paso Robles Unified School District

- Paso Robles High School Modernization; Gym Addition; 2-Story Classroom Building
- CTE Agriculture Building
- Paso Robles High School Practice Gym

Pleasant Valley School District

- Master Planning/Facility Assessments
- Thirteen (13) Elementary School Modernizations
- Three (3) New Elementary Schools

San Jose Unified School District

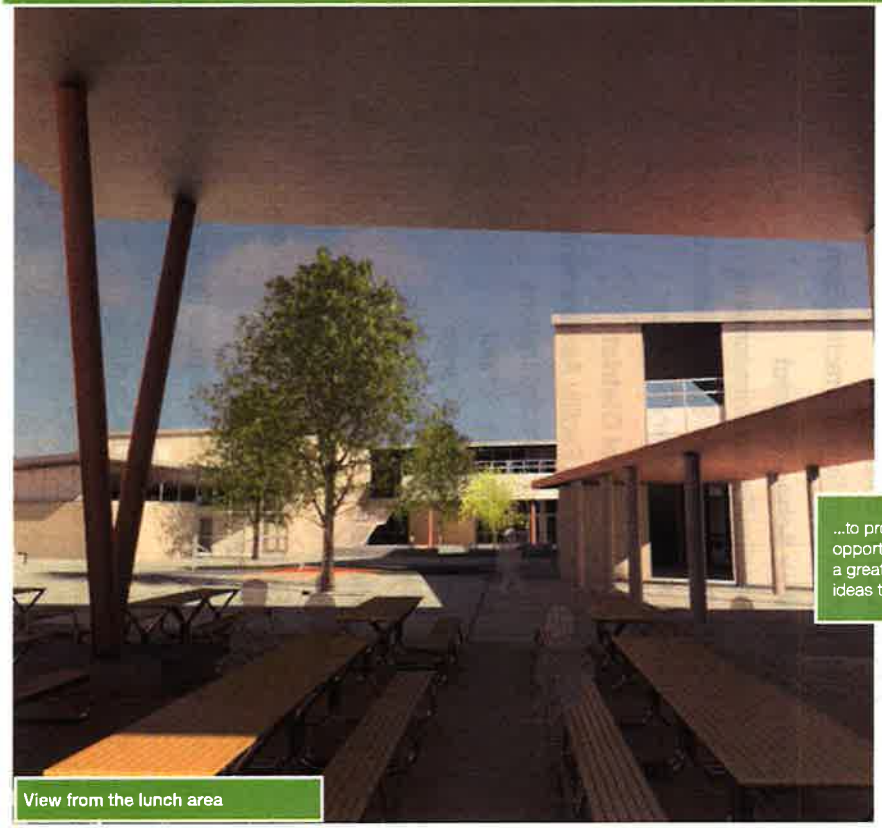
- Master Planning and Facility Assessments
- Eight (8) High School Modernizations
- Anne Darling Elementary School
- Administration and Media Center
- Three (3) New Science Buildings

Milpitas Unified School District

- Master Planning/Facility Assessments
- Eight (8) Elementary School Modernizations
- Four (4) Elementary Schools
- Milpitas High School Multipurpose Room Building; Math/Science Building; Food Court
- Two (2) High School New Buildings
- Milpitas Middle School Modernization

1483

Connect learning with the integration with the surrounding physical environment...



View from the lunch area

Creative activity and stimulating play are as important to raising healthy children as food, shelter and attention from caring adults.

...to provide hands-on learning opportunities as research shows it is a great way to link new concepts to ideas that children already understand

Outdoor planting areas extend the classrooms to the exteriors

Outdoor Planting area

IBI Group's thinking is to identify features and design techniques that emphasize a student focused building...

...to encourage collaboration and utilize floor spaces for transitioning and connecting students to their exterior physical environment.

IBI Group's Approach supports Oxnard School District's Mission/ Vision Statement: "Empowering All Children to Achieve Excellence"

Our vision is to create holistic education environments which are designed **for the individual learner**, as well as wholly integrated and engaged within their surrounding communities and campus.

Indoor/outdoor learning environments for large or small groups

Courtyard protected from prevailing winds while providing comfortable environment for outdoor activities

Connect learning with integration with the surrounding physical environment

Site Layout – Option 1

1485

Ideas that Express Instruction: In the Collaboration Court, there would be a water source to allow wet activities. There would be a few fixed seating arrangements for informal gatherings. The building materials and colors could be articulated with different textures and colors explained. In addition we have shown outdoor planting area, children's garden area, and outdoor learning/collaboration areas that will provide a variety of outdoor learning opportunities that will further the science and wellness mission of **Rose Avenue K-5.** The glazing could be stippled or fritted to explain patterns and light. Both levels could express the different grade level learning concepts by writing metric measurements beside US/Imperial number values. These ideas can take a variety of forms both on the exterior and interior of the classrooms. It is our intention to brand the campus to promote a sense pride for the school and the surrounding Community. The school will become a reflection of the Rose Avenue K-5 Vision Statement:

> *"Rose Avenue Elementary-The School of Science and Wellness, is dedicated to recognition "of the unique value of each person; providing active learning in a safe, supportive environment; developing as a neighborhood school community, and promoting a partnership between family and school" – Rose Avenue Elementary Vision*

Most of the classroom space will have at least two exterior walls which allow for the natural light source to come from different directions if one side is closed off. The breezeway connects the two classroom buildings and creates a visual connection to the Collaboration Court. The building would have thematic art or illustrative elements.

The Media Center is central to the campus and provides a variety of break-out spaces for smaller groups to work quietly. The Media Center will also provide technology to allow the learner to participate in both class and self-directed exploration.

Design Concept 2

Design Concept 2 is very similar to Concept 1 in the placement of buildings and learning ideas that instruction. The main idea here is we have designed the site to further separate the transportation modalities. First we locate the parent drop-off on Driskill Avenue while the drop-off for Kindergarten is located on La Puerta. The bus drop-off uses the private access to the west to allow for safe pick-up and drop for students away for the vehicular traffic. A covered waiting area can be designed to accommodate this area. The main parking area for staff and Multipurpose has been located off of Driskill Street for easy access.

This configuration also allows for the separation of the hardcourt areas for upper and lower grade play areas. This provides an even better connection for outdoor learning areas to the east of the classroom buildings.

Re-Use Challenges

The inherent challenge in a complete re-use of plans is two-fold. First and foremost is find a set of plans that matches the District and the School's educational pedagogies, vision, goals and budget. Second as contractual liability has become more complex it will be a challenge to do a complete re-use without the approval of the District who the school was originally created for. It is with those two challenges in mind that IBI Group has chosen to use successful projects as a basis of design and provide the Oxnard School District with a design that is focused on the Learner at Rose Avenue.

Site Visits

The schools that we have outline in this proposal are all still clients and amenable to site visits to view these projects. Upon request we can make calls about specific dates once they are known.

1486

Design Concept 1

In the design of the site we first took into consideration the opportunities and challenges that the site presents as follows:

- Existing campus buildings to the north
- Traffic flow around the site buses, drop-off
- Location of athletic facilities for potential community use
- Wind direction (primarily from the west)
- Neighborhood scale

The facilities are placed so that the more public facilities Administration and Multipurpose are located facing Driskill St. with their single story elements providing similar scale to the surrounding residential area. The vehicular circulation separates the bus drop-off on Driskill St. from the parent drop-off on La Puerta Avenue. The Kindergartens are placed facing La Puerta for convenient drop-off of the Kindergarten students. The adjacent parking area in the staff lot could also have temporary parking to allow for the short term parking of Kindergarten parents to allow them to walk their students to class. This concept provides for visitor parking on the corner. The layout of the site also provides for parking on Driskill St. to accommodate the Multipurpose and the fields while providing secured staff parking to the east. The athletic fields which will support either three (3) U12 soccer fields or one full-size field are separated from the main campus by the hardcourt play area.

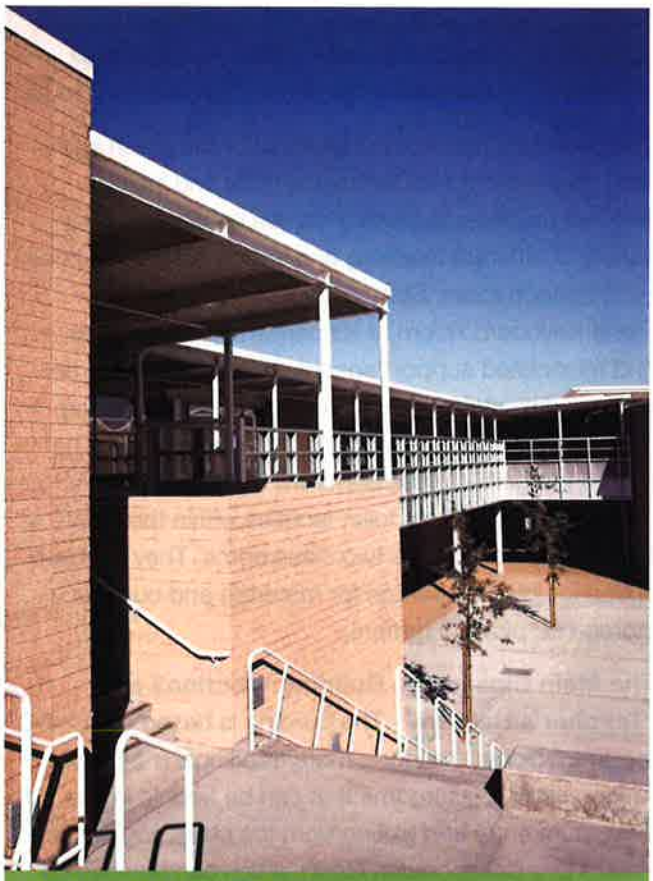
The site concept also features significant spaces for outdoor learning which are provided on the interior quad and to the east of the classroom buildings which will be design as outdoor collaboration spaces that will accommodate a variety of group sizes. The design of these outdoor connections is a cornerstone of "Next Generation Learning" facilities.

The Administration building with its simple design and shed roof structure along with the MPR signals the main point of entry for the campus. The Administration building reaches out to grab the visitor and welcome them into the campus in a secure and controlled manner. Once in the Administration area the visitor can be directed to where they need to go on the campus.

Bridging the two structures is a structure that can also serve as a covered lunch area. These two buildings together form the west edge of the Collaboration Court.

The two-story classroom buildings for the south and east perimeter of the Central Campus and include 20 Flexible Classrooms that can be configured for a variety of different teaching and furniture configurations, RSP/Speech room, Special Education Classroom, Piano Keyboard Room, 4 Kindergartens, restrooms, and associated support spaces. The 2nd level will be accessed by stairs and an elevator. The student and staff restroom spaces are stacked on each level. The four Kindergarten classrooms will be at ground level and will have separate toilet facilities within their area, to be shared between the two classrooms. They will have space for internal storage for materials and outdoor storage for play equipment.

The Main Classroom Building functions as "Teacher's Helpers"- The building is based on a 24'-0" module which allows for a more traditional linear layout while creating classrooms that can be flexible in use. The classroom entry and exiting from the classroom faces inward to a Collaboration Court which can be used by students during recess to gather and relax. During class hours the court can be used as an instructional space where a whole class, small group or individual occupies the space to do group or independent learning. This provides teachers, aids, resource specialists with a variety of ways they can use the buildings to vary how they interact with the students. A roof and west and north facing glazing extends over the collaboration space providing cover from the weather, diffused light but will not need to be conditioned.



DOOLEY ELEMENTARY SCHOOL

Next Generation Learning Environments

21st century learning, when deeply explored, challenges traditional school organization, roles of teachers, learning activities of students, parent/community relationships and expectations for access to technology. All educational research related to our changing political, economic, and technological world calls for drastic shifts in the fundamental purpose and process of learning. Schools are adapting their programs, organization and classroom deliveries to instill the values and skills needed for success in the 21st century, and to be relevant to fully engage our current technology-bred, digital students.

Research in life-long success indicates that our traditional focus of school core subjects are still important, but are no longer sufficient for success in the changing world. Instead, students need to learn the skills critical to navigating and succeeding in the new socio-economic landscape where change is the byword.

The facilities and environments that allow the student and instructor to thrive often are larger than the traditional 30' x 30' square room, providing mobility and movement to work and explore. Spaces should have flexible and versatile technology and furnishings, and they should provide acoustical separation while still allowing visual connection. Natural lighting, ventilation and views are important to student and staff comfort. Colors and graphics are employed to provide vibrancy. Materials installed in the construction will have low VOCs (volatile organic compounds) to provide a green and sustainable environment. Outdoor and indoor connections allow integrated learning opportunities as well as a feeling of connectedness to the larger world.

Students should occupy spaces that allow them to become global learners which will enable them to live, work and play in their adult futures. Education for the 21st century includes creative thinking, critical thinking and problem solving, communication, and collaboration skills, learned in an environment that fosters social/ emotional skills development, measured risk-taking, and an understanding of the global connections to individual actions.

HORACE MANN ELEMENTARY SCHOOL

We connect curriculum and facility design. IBI Learning+ is at the forefront of transforming existing space into next generation learning environments. We have been at the forefront of designing spaces that are both adaptive and agile enough to change with the instructor, the learner, and educational pedagogy.

We embrace technology in the learning process. IBI Learning+ is a diverse practice and we have the knowledge base and capacity to integrate technology into the fabric of an education facility at the very beginning of design. Technology is not only a tool for the learner, but rather an opportunity for them to be involved their learning process.

We are engaged within the community. From the very beginning IBI Group has understood that our work in the Oxnard Unified School District is an integral part of the community it serves. We at IBI are invested in creating environments for learners to thrive while also being hubs for community activity. First and foremost, we support the realization of your vision through our partnership to create optimal Next Generation Learning Environments. Our partnership with the District on not only the analysis of the project needs but the issues related to the development of a school in an existing neighborhood. Through a series of Community meetings at the school campus we will assist the District with keeping the Community engaged with the project.

Design Concept: Next Generation Learning

Public education for future generations challenges us to look beyond traditional forms of learning and instruction to envision learning communities that enable educators to collaborate, share best practices and integrate Next Generation skills into classrooms. This means creating relevant, real world, 21st century environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We work with numerous Districts to understand how they want to deliver educational pedagogy and then respond with the appropriate facility design.

We believe learning should be contextual and relational, not just rigid adherence to skill-building. We understand teaching and technology ought to be seen as the 'invisible tools' in the learning encounter. Meaningful learning is interactive.

Learning doesn't only happen in classes or groups, it happens individually. Each student comes with his own readiness, frame-of-reference, topical aptitude, rate of learning and socialization maturity, all of which influence the learning outcomes. Today's students reside in a more connected universe. We understand their journey isn't about mastering the 'habit-trail", it's about mastering the realm.

1489

Site-Specific Information

Project Design Review 1

ANNE DARLING ELEMENTARY SCHOOL

IBI has thoroughly reviewed the program and the requirements for the Rose Avenue K-5 Replacement project and have concluded that the basis of design for the project will be three previously constructed projects:

- Administration Building – Anne Darling Elementary School (redesigned to fit the program)
- Multipurpose Building – Horace Mann Elementary School
- Classroom Buildings – Dooley Elementary School

As these were designed to meet specific educational pedagogies and requirements there wasn't one project the "fit the bill". We will use the developed documents to expedite the design process while updating them to fit Oxnard School District's educational vision, neighborhood character, and current code requirements. IBI Group has the depth of staff to meet the schedule requirements.

As a collective practice, IBI Group offers a collaborative model that reflects our passion for educational architecture and next generation learning models. We understand that the **Rose Avenue K-5 Replacement School** will be part of the next generation learning and provide opportunities to expand the choices for the individual learners in the Oxnard Community. IBI Learning+ is focused on providing exceptional client service throughout California K-12 school districts, most of whom are long-standing repeat clients which addresses IBI's core values of Integrity, Partnership, Excellence, Innovation and Community. We are an established firm with over 40 years of experience in educational facility planning, the design of new schools, campus modernizations and renovations as well as a thorough understanding of State Agency processes. We have completed thousands of educational facility projects in California, of virtually every type for numerous K-12 school districts, community college and university clients. This experience and the **lessons learned** with each and every project have allowed us to hone our skills and increase our knowledge base. **Oxnard School District** will benefit from our knowledge. We will bring new ideas to the table along with the technical expertise to execute them. The replacement school will be designed with the following in mind:

1490

In 2012, IBI Group also completed modernization work at Taylor, which was incrementally constructed over two years with funds from Measure X. The first increment included site work only. The second increment included work in some of the campus buildings including ADA compliance, system and seismic upgrades, roofing projects, interior and exterior finishes and signage. We are currently working on additional projects, funded partially by Measure N at the Taylor Middle School Campus. Increment I has been completed and included additional roof replacement and ADA upgrades. Increment II began construction in June 2014, and included seismic upgrades, ADA upgrades and modernization of remaining campus buildings. Both Measure X and Measure N were constructed in increments due to scheduling of work and funds available.

Client: Millbrae Elementary School District
Contact: Cynthia Shieh, Chief Business Officer
605-697-5963

Paso Robles CTE Agriculture Building; Paso Robles, CA
The project consists of the construction of a 9,200 sq ft Agriculture Career Technology Education (CTE) facility comprised of three buildings clustered around a central courtyard and demonstration garden on the existing Paso Robles High School campus. The buildings house a welding shop, outdoor welding area, faculty work room, student workroom, two agriculture labs, a horticulture lab including a floral cooler, classrooms, staff offices, and associated accessory spaces.

Client: Paso Robles Joint Unified School District
Contact: Mr. Ashley Lightfoot, Director of Facilities and Operations
805-769-1000

Huron Middle School Classroom Addition; Huron, CA
The construction of Classroom Building 600 completes the original campus master plan, and includes the integration of the building with DSA pre-approved modular classrooms, adjoining a permanent portion of the building together with connections of services, flatwork, and landscape to existing systems; modifications to the existing site; accessible parking stalls; and path of travel improvements. As a Lease/Lease Back contract, existing ball fields were included with the scope of work to upgrade baseball and softball fields, backstops, and accessibility features.

Client: Coalinga-Huron Joint Union School District
Contact: Mr. Jim Reckas, Director of Facilities
559-935-7640

Lease-Lease Back Experience

Applied Technology Center; Montebello, CA
A new technical high school for 730 students funded by Career Technical Education (CTE) grants. Based on a shell and core concept, the building is designed with utmost flexibility and learning spaces for A-G requirements as well as project-based learning. The project is very sustainable and energy efficient and qualified for HPI grant augmentation. IBI Group provided the Campus Facilities Master Plan, funding strategies, and comprehensive A/E services for the design and construction of this new technical high school.

Client: Montebello Unified School District
Contact: Cheryl Plotkin, Director of Facilities
323-887-7900

Paso Robles High School - 2-Story Classroom Building; Paso Robles, CA
As part of Measure "T" the citizens of Paso Robles approved the replacement of existing portable classrooms with a permanent classroom building. An approach designed in conjunction with the District staff determined the best building configuration and location on-site. The 20 classroom building was constructed above a building pad created by the removal and relocation of 7 portables and replaced another 12 portables which were all removed upon completion of the final phase of construction.

Client: Paso Robles Joint Unified School District
Contact: Mr. Ashley Lightfoot, Director of Facilities and Operations
805-769-1000

Taylor Middle School New Cafeteria Building and Measure X & N Modernizations; Millbrae, CA
The Taylor MS Multi-Purpose Building serves all five schools in the District as a new central kitchen while also housing the 900+ students of Taylor Middle School for lunch every day. The building will host presentations and performances using its state-of-the art audio-visual system, and will be available for use by the community. The facility includes volleyball courts and a high school basketball court.

Lease – Lease Back Experience

4

The school facility services you call for are well known to us and we are confident in our ability to provide them to you. We apply our profession to serve our education clients with vision and strategic planning – not merely buildings. Large or small; new or rehab; our passion is creating quality education facilities necessary to sustain a productive educational community.

IBI Group is highly experienced in the Lease - Lease Back Delivery Method. IBI Group participates in a wide variety of construction delivery methods. We are able to deliver design and construction administration services for traditional Design-Bid-Build, Multiple Prime Contracts, Design Build, Bridging Design Build, Modular Construction, CM at Risk, P3s and Lease-Lease Back (LLB).

We have provided LLB services to Districts that use agreements based on Education Code Section 17406 as a project delivery method since the late 1990's. The majority of Districts we work with, who use LLB agreements, solicit multiple requests for firm qualifications from LLB firms before entering into an agreement for the price of a project. Assessing capabilities and methodologies prior to pricing a project allows the District to weigh the competency of the builder and their design phase capabilities.

It has been our observation that LLB reduces the District risks attributed to schedule delays, poor quality work and rising costs. We have worked with the LLBs from initial kick-off meetings, through all phases of design, agency approval and construction. Having the LLB participate as early as possible in the project provides continuity and understanding of the issues and decisions that culminated into the final documents. IBI, the District and LLB will together review program, constructability issues, value engineering options and costs at each phase to collaborate to produce the best outcome. This type of delivery method is often very successful since there is a feeling of teamwork and joint accomplishment between all parties.

This type of project may involve slightly higher initial costs as compared to traditional Design-Bid-Build projects as the contractor's management portion is brought in earlier in the project. One advantage however, is that time can be made up because the documents will have been continuously reviewed and coordinated earlier, pricing can be done along the way, and construction schedules can be shortened with bidding occurring during the DSA Approval phase and the pre-purchasing of long lead items and some flexibility in negotiating subcontractor or material costs.

Additional advantages to this type of construction delivery method allows the contractor, with the review by the District, to choose from a selected listed of pre-qualified sub-contractors ensuring better quality and competitive pricing to be below the guaranteed price. There is often little or no change orders associated with the project. Assembly Bill 566, effective Jan. 1, 2016, requires lease-leaseback developers to use "skilled and trained workforce at every level of the project." This will need to be assessed carefully by the LLB. Lastly, since the Builder has a reputation to maintain, they tend to perform at a higher level.

Design Strategies and Proposed Timelines 3

IBI Group is highly experienced in meeting schedules and timelines. In fact, many clients enlist our services for this one reason. Just a few of our success stories include:

- Successfully modernizing 12 projects at one District over the summer,
- Completing a 3-story classroom building from inception to completion in 18 months.
- Building a new K-8 non-modular school from programming to occupancy in just over 24 months, including agency review time.

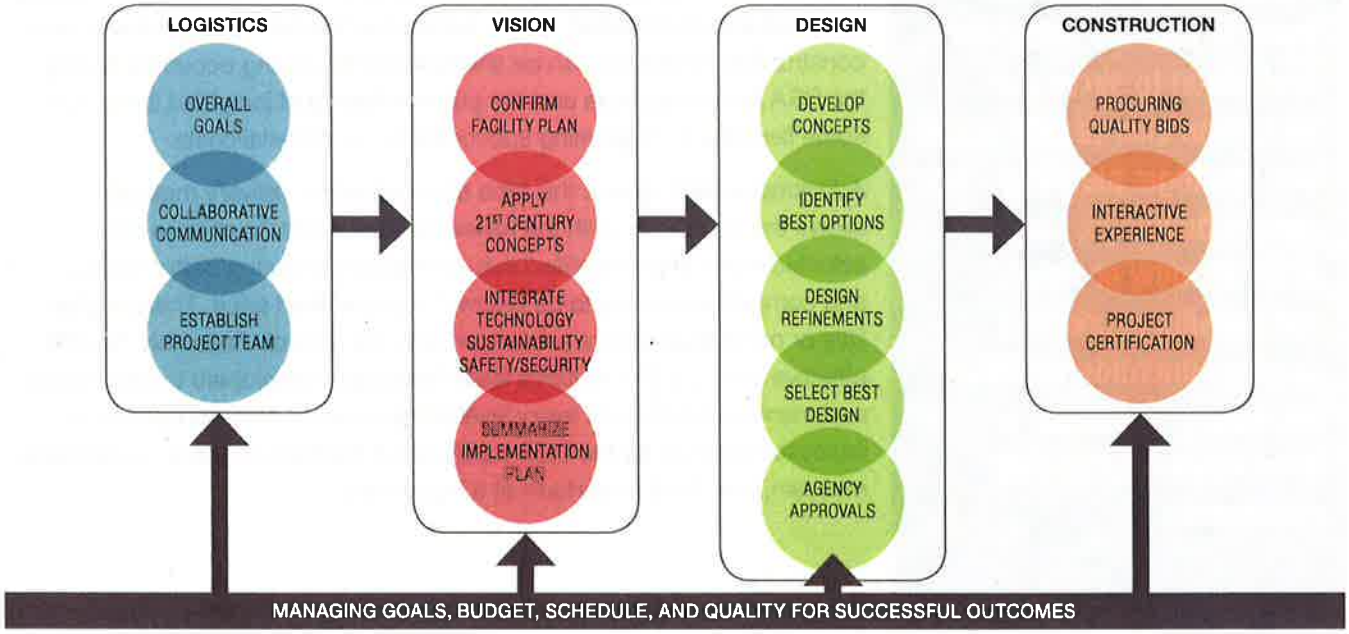
Good design, maintaining budget and schedule control begins at the initial planning of the project. Senior staff with extensive facility planning and design experience will be proactive in initiating appropriate means to effectively manage or accelerate the schedule. We will work closely with you and the LLB Contractor from the start to identify realistic milestones that can be adhered to throughout the process and that are agreed to by all parties. We make sure to include time for decision making, phase and document review, agency review, construction phasing.

We have developed schedules where design phases overlap or projects are broken out into increments so that certain aspects can start ahead of other yet to be completed areas so as to get a head start. We have employed this method in both design and construction phases.

Early consultation with DSA assists the planning project in anticipating code and state requirements that affect the choices available. We are at DSA frequently to expedite projects through the bureaucracy. Our firm typically has implemented preliminary reviews with DSA as a way of proactively assessing critical issues. Your plans are reviewed face to face with the DSA staff very early on in the process, thus avoiding any misunderstandings and potential delays.

IBI takes a very proactive role in resolving issues before they affect the schedule or budget. Knowing who to talk to, what forms to use and treating DSA individuals as they are part of our team and the solution really eliminates the potential for delays. We understand the submission process and our submissions are complete. When clarifications are requested, or DSA field changes occur, we respond quickly, thus reducing any potential time delays.

During construction, a large part of maintaining the project finish date is to closely monitor the construction schedule, attend the weekly site meetings to monitor progress, review and respond to RFIs, submittals, and DSA requests in a timely manner. When consistently adhered to by all members of the construction team, when the project does have an interruption in the schedule, everyone can quickly determine an alternate means to get back on task. The contractors are required to provide "make-up" means and schedules to get their work back on the master schedule, our task is to assist in our capacity to not add additional burden to the schedule.



1494

Create Vitality

- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
- Reflective spaces, collaborative spaces, performance spaces
  - Small group, large group spaces
  - Technology rich spaces
- Flexible platforms for continued change, including:
  - Agile school organizational structures (departmental, thematic, Small Learning Communities) without physical change, and often simultaneously
  - Agile spaces for learning, with multiple connections and possible interpretations
  - Furniture will be responsive, flexible, adaptable, and be a spark for our students in our ever changing world.

Pool Resources

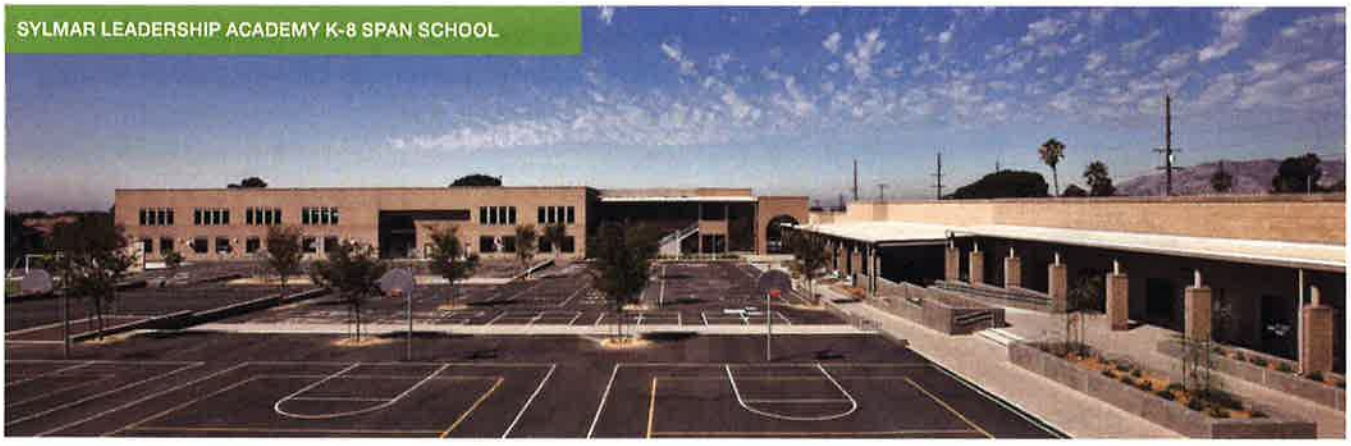
- Foster communication and collaboration:
  - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning of teachers to stimulate working together

Flexibility

- Adaptable furnishings and furniture:
  - Brain-based furniture, designed for movement, individual learning preferences, and personal fit
  - Flexible/moveable storage that is secure yet accessible

Design

- Expression of the school's enduring signature through the architecture to foster continued identity and spirit. Promotion of the school's logo.
- Facilities and furniture responsive, flexible, adaptable, and be a spark for our students in our ever changing world.
- Interdisciplinary connections supported through strategic positioning of functions
- Quality construction that limits maintenance and replacement.


SYLMAR LEADERSHIP ACADEMY K-8 SPAN SCHOOL

1495

Six Design Factors that Impact Learning

Choice

Flexibility

Color

Connection

Light

Complexity

The design of the Rose Avenue K-5 replacement school will promote Next Generation educational delivery and have the following key qualities:

Technology

Flexibility to adapt and change as technology and systems change is a must. As architects we must design for today and anticipate the future. Providing an infrastructure for future technologies is an important consideration and must include flexible cabling pathways and conduits for anticipated fiber optic or other advanced information systems. It is important to allow for expansion and conversion as well as infrastructure to support new types of technology as they come online. Consideration must be given to the integration of security, telecommunication, fire life safety, lighting control, emergency backup and renewable energy distribution, all as a unified operational system. It is not uncommon for technology to change midstream of a building design.

IBI Group's team includes highly skilled architects, engineers and consultants to provide the District guidance or work with the District's IT representative on selecting appropriate systems. The Team can provide the design and layout for sophisticated technology systems; including energy management systems, lighting controls, access controls, audio-visual systems, data/computer systems and interactive whiteboard systems. Our experience spans from the pre-school to college classroom, to corporate America, from the simplest low cost solution to the most sophisticated data center.

Create Connections

- Relationship building, intentional positioning of people and purpose to create strong connections. The concept includes the ability of the school include the following:
  - Small Learning Communities – Grouping of the students to promote grade level collaboration
  - Teacher Collaboration Centers
- Personalized/student-centered learning, empowering the multiple intelligences of the student as worker with the right tools for learning

1496

Project Recommendations

2

"Empowering All Children to Achieve Excellence"
- Oxnard School District Vision Statement.

".....strives to achieve exemplary academic performance in Common Core State Standards, Science and Wellness curriculum and rigor in all academia."
– Rose Avenue – The School of Science & Wellness Mission Statement

Creative Design Aesthetics

IBI's designs are inspired by the client's vision and goal. Our designs are motivated by the interactive and collaborative discussions we have with the District and stakeholders. We pride ourselves in being good listeners, to actively hear what the user really wants to accomplish when communicating what is important to them. We provide creative options and guidance to assist the District in developing the most imaginative solutions that meet cost parameters. These basic tenets form the foundation of our designs.

IBI provides innovative and inventive designs that are distinctive to each client's objective. IBI understands the constraints and challenges of educational facility funding, nevertheless achieves creative designs by providing unique solutions that are aesthetically attractive but function well and are easily maintained. IBI is sensitive to existing site characteristics whether modifying existing buildings or introducing new structures onto an existing site. The architecture can be contextual if the goal is to integrate with what already exists. Conversely, the architecture can create an original aesthetic, if setting a new direction is the goal. A new facility on new sites provides opportunities to create totally integrated concepts. IBI is skilled at using new materials to achieve a look that blends in or expresses imaginative design ideas. Interpretation and understanding the parameters influences the design whether speaking of classroom casework, a collaborative space, or how buildings are sited. IBI is sensitive to the artistic potential of all elements of the design.

Many aspects beyond the aesthetics go into making successful designed spaces that users may not even be aware of. A space or building that is successfully planned out, where people move through it naturally and is easily understood, feels comfortable, welcoming, flexible and gives a sense of security. IBI uses color or forms to emphasize an entry or collaboration area to provide visual clues without unnecessary extra signage. Our designs orient the building or spaces to capture natural daylight without introducing glare on surfaces providing pleasant work areas. We choose finish materials and planting that is healthy and vibrant; which are attractive, practical and require minimal maintenance. The technology should be functional, easy to use and easily accessed when requiring service.

IBI designs consider not only what is needed today, but are flexible and adaptable for potential future changes. Outstanding design is the seamless integration of programmatic criteria, technical systems, quality construction that is composed in a pleasing composition which creates an environment that will provide the facility to achieve the District Vision and Mission of the Rose Avenue – The School of Science and Wellness .

Next Generation Learning

Next generation learning, when deeply explored, challenges traditional school organization, roles of teachers, learning activities of students, parent/community relationships, and expectations for access to technology. Schools need to adapt their programs, organization, and classroom deliveries to instill the values and skills needed for success in the 21st century, and to be relevant enough to fully engage our current technology-bred students.

Research in life-long success indicates that our traditional focus of school core subjects, are still important but are no longer sufficient for success in the changing world. Instead, students need to learn the skills critical to navigating and succeeding in the new socio-economic landscape where change is the byword.

Students must be global learners which will enable them to live and work in this flat world. Education for the 21st century includes creative thinking, critical thinking and problem solving, communication, and collaboration skills, learned in an environment that fosters social/emotional skills development, healthy risk taking, and an understanding of the global connections to individual actions.

Next Generation Facilities

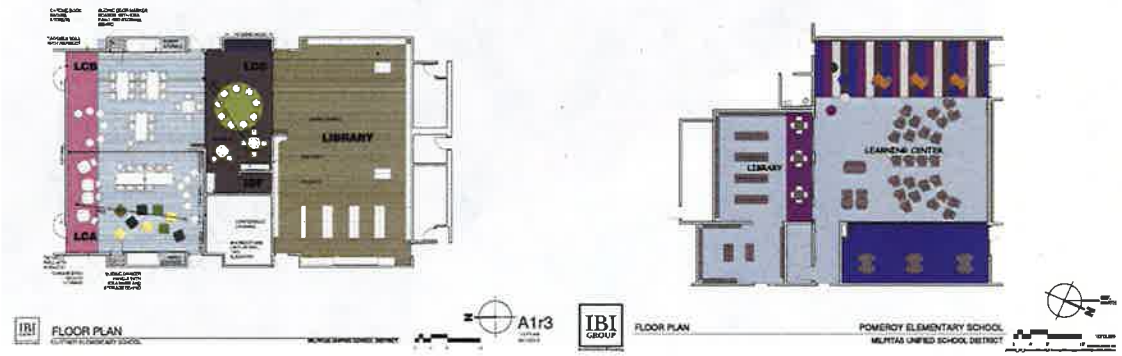
Facilities promote educational delivery. Key qualities of 21st century facilities include relationship building; intentional positioning of people; and purpose to create strong connections. Strategies include:

- Small Learning Communities
- Teacher Collaboration Centers
- Distributed leadership and guidance
- Looping of teachers with students
- Personalized/student-centered learning, empowering the multiple intelligences of the student as worker with the right tools for learning
- Brain-based furniture, designed for movement, individual learning preferences, and personal fit
- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
- Reflective spaces, collaborative spaces, performance spaces
- Small group, large group spaces
- Technology rich spaces
- Flexible platforms for continued change, including: Agile school organizational structures (departmental, thematic, Small Learning Communities) without physical change, and often simultaneously
  - Agile spaces for learning, with multiple connections and possible interpretations
  - Interdisciplinary connections supported through strategic positioning of functions
- Foster communication and collaboration:
  - Team teaching spaces for two, three or four synchronous teachers
  - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning of teachers to stimulate working together
- Expression of the school's enduring signature through the architecture to foster continued identity and spirit
- Ideally our educational facilities and furniture should be responsive, flexible and be a spark for our students in our ever changing world.

MILPITAS UNIFIED SCHOOL DISTRICT COMPLETED 2016

CURTNER/POMEROY
LEARNING CENTERS

At Curtner and Pomeroy Elementary Schools previously used spaces were converted into new Learning Centers where blended learning can take place in a visually open space and loosely supervised setting. Learning Centers are large enough to hold 60 – 90 students. Spaces can be modified for individual student learning or small to medium size groups. Centers include mobile and flexible furnishings meant to encourage collaboration and interaction, tackable surfaces or sliding marker board walls entirely covered with painted whiteboard surfaces that are low to the ground where children work standing or sitting, portable whiteboard panels will be hung at various locations for spontaneous use and wireless technology, mobile devices and laptops are available as well as large long throw projectors.



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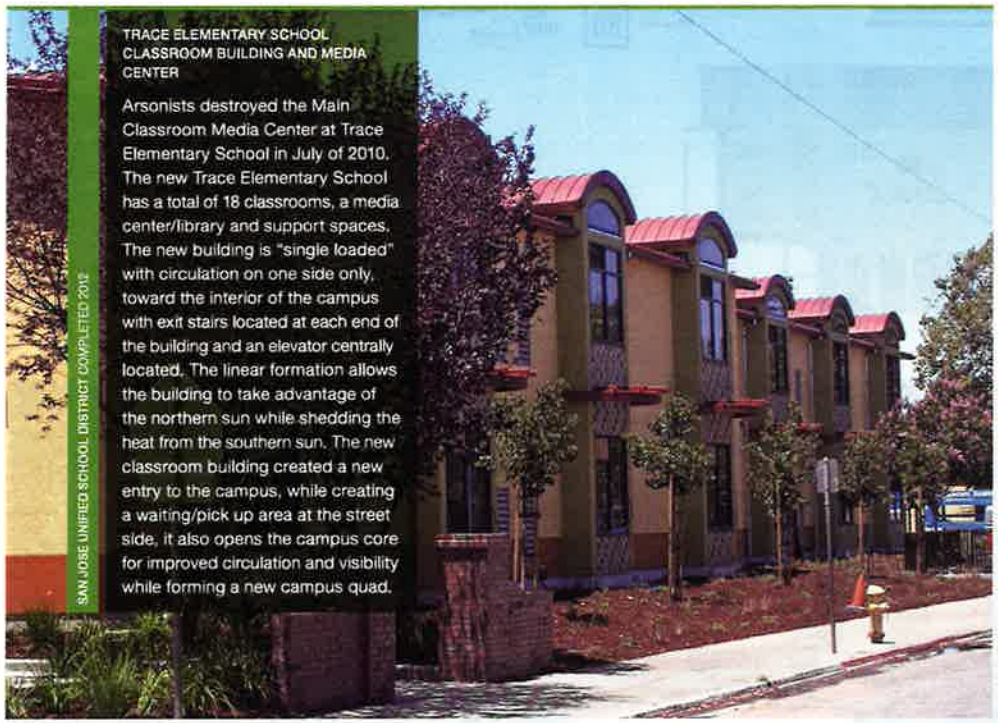
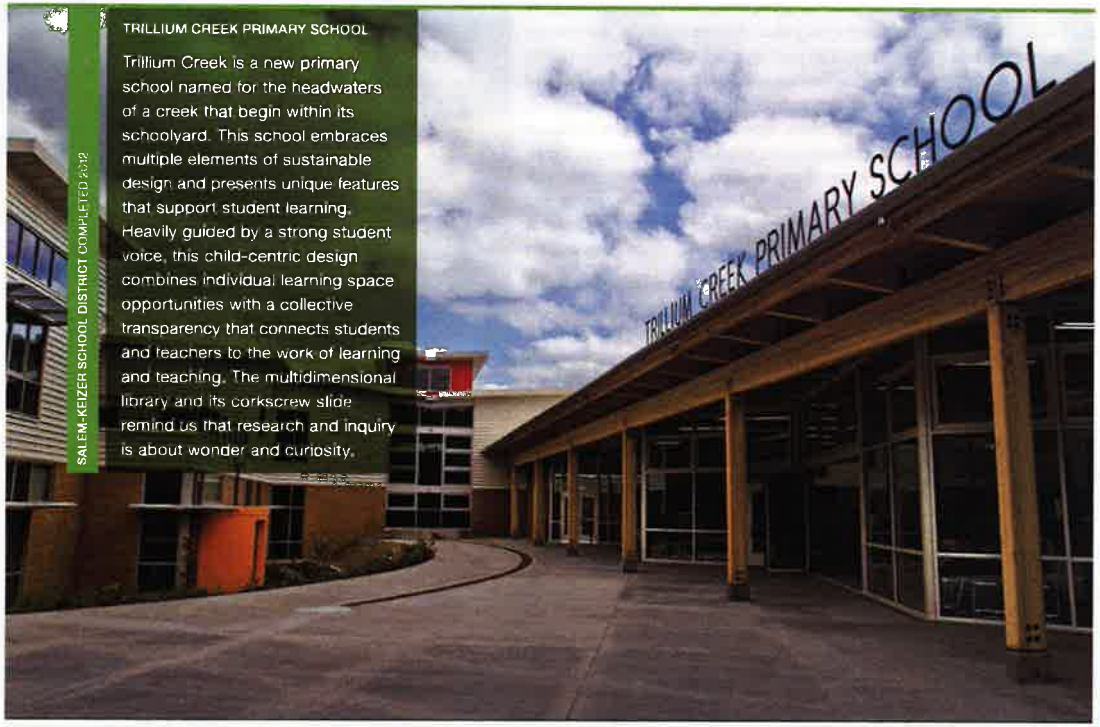


SAN JOSE UNIFIED SCHOOL DISTRICT COMPLETED 2012

TRACE ELEMENTARY SCHOOL CLASSROOM BUILDING AND MEDIA CENTER

Arsonists destroyed the Main Classroom Media Center at Trace Elementary School in July of 2010. The new Trace Elementary School has a total of 18 classrooms, a media center/library and support spaces. The new building is "single loaded" with circulation on one side only, toward the interior of the campus with exit stairs located at each end of the building and an elevator centrally located. The linear formation allows the building to take advantage of the northern sun while shedding the heat from the southern sun. The new classroom building created a new entry to the campus, while creating a waiting/pick up area at the street side, it also opens the campus core for improved circulation and visibility while forming a new campus quad.

1500



SALEM-KEIZER SCHOOL DISTRICT COMPLETED 2012

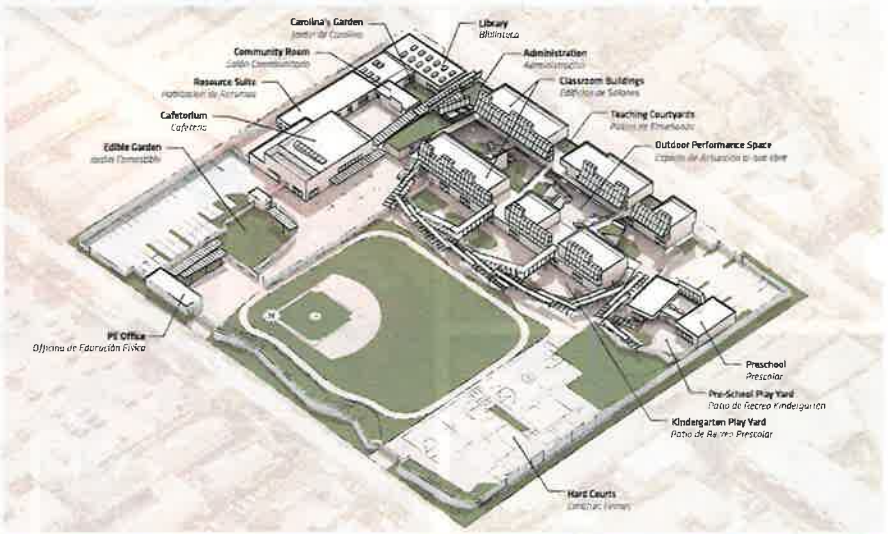
TRILLIUM CREEK PRIMARY SCHOOL

Trillium Creek is a new primary school named for the headwaters of a creek that begin within its schoolyard. This school embraces multiple elements of sustainable design and presents unique features that support student learning. Heavily guided by a strong student voice, this child-centric design combines individual learning space opportunities with a collective transparency that connects students and teachers to the work of learning and teaching. The multidimensional library and its corkscrew slide remind us that research and inquiry is about wonder and curiosity.

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT COMPLETED 2013

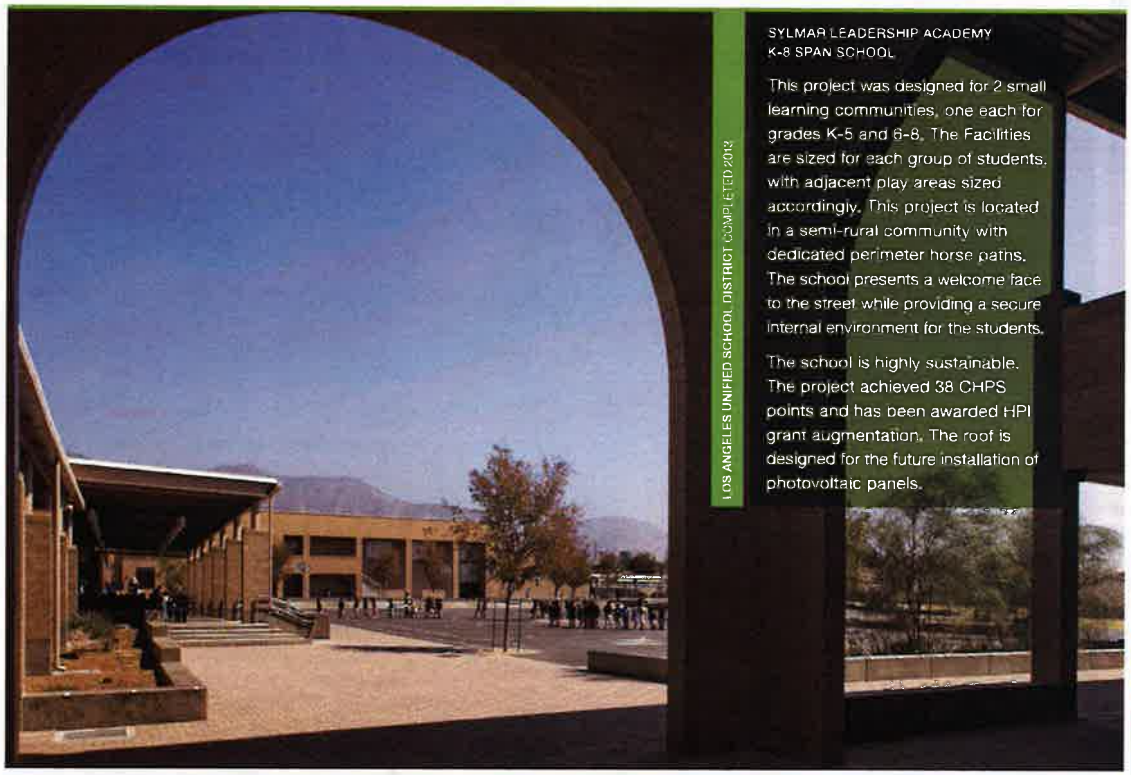
EDISON LANGUAGE ACADEMY
PRE-K/K-5 ELEMENTARY SCHOOL

This aging K-5 elementary and pre-school campus located on a small 5.5-acre neighborhood site needed re-building, but with a restricted budget we looked for a solution that would avoid the need for interim housing allowing the funds to be used for the facility. Our solution, a rich combination of one and two-story steel framed structures, locates the new 57,000 sq. ft. campus on the existing playfields allowing the original school to remain occupied until the new campus is complete.



New Pre-K/K-5 Elementary School/Language Academy comprised of a Pre-K single-story two classroom building, two (2) two-story K-5 classroom buildings, a single-story administration building, a library/multipurpose room/stage building and a separate PE storage/restroom building with associative courtyard spaces, amphitheater seating, hardcourt and turf play surfaces and an edible garden.

Sustainable design is at the forefront of the District's mission statement. In response, we took the opportunity to integrate creative and innovative sustainable features into the project. The solar chimneys of the naturally ventilated classrooms become a design feature. A radiant heating system is incorporated into both the floors and ceilings fed by centrally located high efficiency boilers. Site sustainable features include the capture of 90% of the storm water to an underground cistern that provides site irrigation, a sensory irrigation system, specialized soil amendments that further reduce water use and promote plant life, and an edible garden incorporated into the schools' educational programs. The project was recently acknowledged by Southern California Edison as the first certified naturally ventilated school project in California.

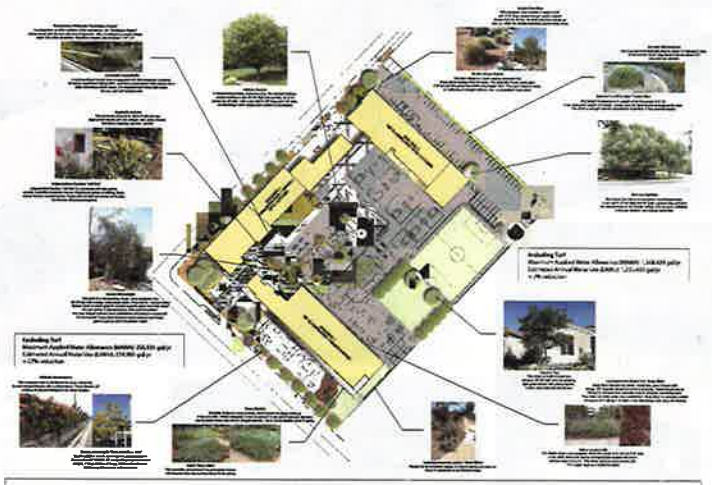


LOS ANGELES UNIFIED SCHOOL DISTRICT COMPLETED 2012

SYLMAR LEADERSHIP ACADEMY
K-8 SPAN SCHOOL

This project was designed for 2 small learning communities, one each for grades K-5 and 6-8. The Facilities are sized for each group of students, with adjacent play areas sized accordingly. This project is located in a semi-rural community with dedicated perimeter horse paths. The school presents a welcome face to the street while providing a secure internal environment for the students.

The school is highly sustainable. The project achieved 38 CHPS points and has been awarded HPI grant augmentation. The roof is designed for the future installation of photovoltaic panels.

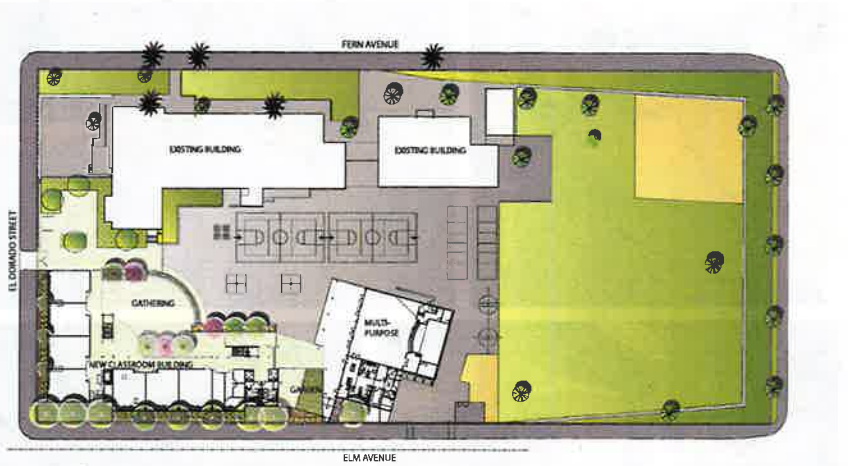


REDUCTION OF WATER USE THROUGH DROUGHT TOLERANT PLANTING
VALLEY K-8 SCHOOL SPAN #1

TORRANCE UNIFIED SCHOOL DISTRICT COMPLETED 2012

FERN ELEMENTARY SCHOOL MODERNIZATION AND TWO-STORY CLASSROOM ADDITION

An existing campus with historical significance; a new building was designed to blend with the mission character of the original structures. The new building was designed using passive ventilation and respecting and complementing the existing historic building. A central courtyard was added with an outdoor amphitheater creating a cohesive campus atmosphere. The overall scope of the project consisted of the modernization of the existing Administration and Classroom Buildings, inclusive of new restrooms and an elevator as well as the addition of a two-story Classroom/Multipurpose Building. The comprehensive modernization work was designed to blend with the historical mission revival character of the existing campus.



The second phase of the work included a new classroom and multipurpose space building. The building's details, massing and materials reference the historical style and respond to the scale and desires of the neighborhood. The design progressed through a series of community workshops that engaged the neighbors, school staff and parents.

Similar Project Experience

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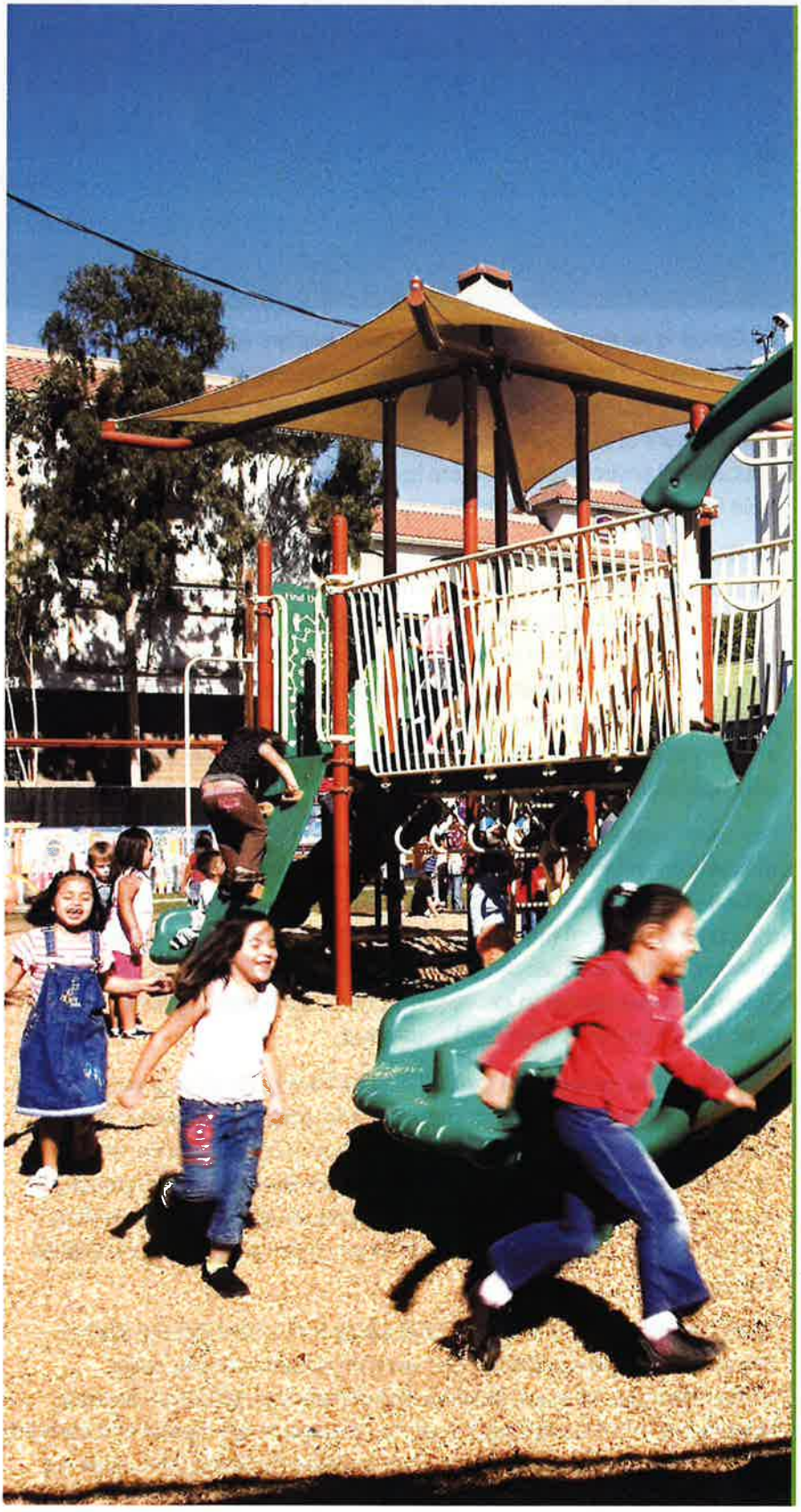

Public education for future generations challenges us to look beyond traditional forms of learning and teaching to envision learning communities that enable educators to collaborate, share best practices and integrate "Next Generation" skills into classrooms. This means creating relevant, real world, "Next Generation" environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We have worked with numerous Districts to understand how they want to deliver educational experiences and respond with the appropriate facility design.

We take special pride in our experience and success with our process. Our integrated collaborative process will involve the educational stakeholders of the Oxnard Community to ensure that the Rose Avenue K-5 Replacement School will be a source of pride and instill ownership for those who live, learn, work and play around this Community Resource.

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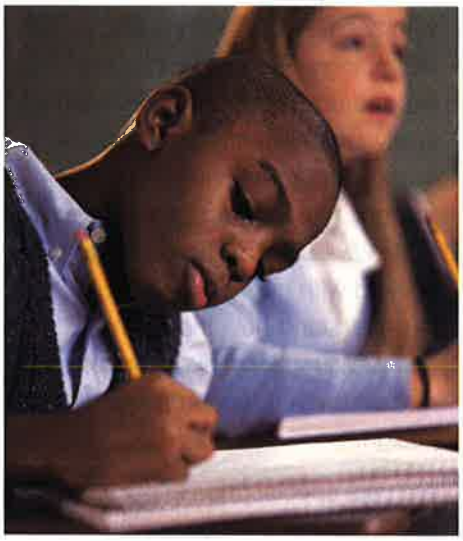
General Information



IBI Group is an experienced group of team leaders and design professionals. This team combines a recent history of developing educational facilities on existing campuses and the research and development of next generation learning environments. We are developing educational environments that are focused on the learner and the shift to agile individualized learning methods.

IBI Group has successfully created many custom, tailor-made design solutions for our clients (design team partners). These solutions and systems respond to the specific conditions, programmatic inputs, and the character of the campus environment and community. Our common goal is to make the socio-academic experience the most rewarding learning one possible through innovative program resolution, a supportive and involved community, dedicated staff and parents, and facilities that not only house activities, but support and reinforce your educational efforts.

Our mission at IBI Group is to collaborate with Oxnard School District to transform your District's vision, goals, and priorities into reality. We will work diligently to make this happen for you, your students, and the community, from the cities of Oxnard, Port Hueneme and the unincorporated counties of Ventura. We recognize the challenges facing Oxnard School District to develop next generation learning facilities for over 17,000 students from Pre-K-8th grade.

Our intent is to support the Oxnard School District on all your projects whether they are small capital improvements projects and services, or large capital improvement projects. IBI Group is qualified to providing you Architectural and Engineering services for site analysis, future/long-term/short-term planning, designing services for either existing facilities or new facilities, ADA transition plans or any other sequencing of facilities improvements.

IBI Group previously completed 12 projects for Oxnard School District. The project scope ranged from 3 new elementary schools, major modernizations, fire alarm alternations to class size reduction portable classrooms on 14 campuses. 11 of the 12 projects are closed and certified #1. For the 12th project, all information to assist the District for close out certification was given to the District in March 2016.

IBI

Defining the Cities of Tomorrow

Intelligence: communications systems design, software development, safety and security, systems integration

Buildings: building architecture, interior design, landscape architecture, building engineering (mechanical, structural, electrical)

Infrastructure: planning, urban design, transportation, and engineering

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IBI Group
4119 Broad St. Suite 210
San Luis Obispo, CA 93401

tel 805-546-0433
fax 805-546-0504

May 12, 2017

Oxnard School District
Caldwell Flores Winter Inc.
Attn: Jeremy Cogan, Assistant Vice President
RE: Rose Avenue K-5 Reconstruction

Thank you for this opportunity to submit our proposal for architectural services. Oxnard School District is in a unique and exciting time with an incredible opportunity to shape the future of education and facilities to benefit the Oxnard community.

We understand that Rose Avenue Elementary School will be reconstructed on the east end of the campus which will allow the existing facility to remain until the construction is complete. IBI Group proposes to design a campus comprised of building layouts previously constructed with site adaptations to respond to the District's educational goals, neighborhood aesthetic and in accordance with the 2016 California Building Code. To that end, we offer the following strengths and expertise:

Experience and Performance: IBI Group is at the forefront of K-12 educational design both locally in California and around the world. We have a proven history of success. The firm offers a practical approach to producing workable solutions for your facilities – results that are reliable.

Next Generation Education: IBI Group supports this process of contextual and relational learning through our pursuit of designing facilities and campuses for the next generation of learners to thrive.

Local Knowledge: Your Principal Architect and Project Director/Manager have worked on projects for the Oxnard School District and surrounding communities since the late 1980's.

Capacity, Capability, and Commitment: The IBI Group Team has the resources and specialized experience readily available to accomplish this project for OSD. We are committed to being your architects and planners for this project and beyond and pledge our full resources for the purpose of accomplishing your goals.

Listen: IBI Group is the team that listens and puts your needs above all else.

Our Conceptual Design response for the reconstruction of Rose Avenue K-5 shows you that we are that architectural and planning team. You will see in the following pages that IBI Group has extensive experience in creating custom solutions that reflect the unique requirements of the Districts we serve.

Our personal promise is to listen to your needs, your desires, your concerns, and your unique challenges. We hope to be your partner in developing a project that is uniquely yours. When it comes to the educational environment, this is who we are. This is what we do best. This is why we have been passionate about designing educational facilities for 40+ years.

We look forward to meeting with your team to discuss how we can best work together.

Sincerely

Craig Atkinson, AIA, NOMA, LEED AP
Principal Architect
Southern California Education Sector Lead

Bill Tuculet, AIA
Principal Architect/Design

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EXHIBIT "C"
BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

(1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.

(2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.

(3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.

(4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.

(5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.

(6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.

(7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.

(8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

(9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.

(10) Utilize the standardized filing system as currently utilized by Architect.

(11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.

(12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.

(13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

(1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The

term construction cost excludes property and similar taxes attributable to the Project site.

(2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.

(3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.

(4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.

(5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

(1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

(2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

(3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.

(i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

(ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

(iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

(iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

(v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

(1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.

(2) Hold initial community information/PTA meeting at a location designated by the District, if required.

(3) Conduct Architectural program meeting with the District selected project participants.

(4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.

(5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

(6) Estimates prepared by Architect:

(i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.

(ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.

(iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

(iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.

(v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.

(vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

(1) Architectural:

(i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

(ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

(iii) Identify proposed roof system, deck, insulation system and drainage technique.

(iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.

(2) Civil:

(i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

(ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.

(iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.

(5) Estimates:

(i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

(ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

(iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

(i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

(ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

(i) Scaled, dimensioned floor plans with final room locations including all openings.

(ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.

(iii) Identification of all fixed equipment to be installed in contract.

(iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.

(v) Preliminary development of details and large scale blow-ups.

(vi) Legend showing all symbols used on drawings.

(vii) Floor plans identifying all fixed and major movable equipment and furniture.

(viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

(ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

(a) Light fixtures

(b) Ceiling registers or diffusers

(c) Access Panels

(x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.

(xi) Building design shall conform to all adopted energy regulations.

(xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, widows, and types of hardware.

(xiii) Identify code requirements; include occupancy classification(s) and type of construction.

(2) Structural:

(i) Structural drawing with all major members located and sized.

(ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.

(iii) Preliminary specifications.

(iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.

(3) Mechanical:

(i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.

(ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

(iii) Show selected system on drawings as follows:

(a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases

(b) Location and preliminary sizing of all major equipment and duct work in allocated spaces

(c) Schematic piping

(d) Temperature control zoning.

(ii) Major mechanical equipment should be scheduled indicating size and capacity.

(iii) Ductwork and piping should be substantially located and sized.

(iv) Devices in ceiling should be located.

(v) Legend showing all symbols used on drawings.

(vi) More developed outline specifications indicating quality level and manufacture.

(4) Electrical:

(i) Calculate overall approximate electrical loads.

(iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.

(iv) Show system(s) selected on drawings as follows:

(a) Single line drawing(s) showing major distribution system.

(b) Location and preliminary sizing of all major electrical systems and components including:

(1) Load centers
(2) Main panels
(3) Switch gear

(v) Identify and define the scope of the technology backbone system.

(vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).

(vii) All major electrical equipment should be scheduled indicating size and capacity.

(viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.

(ix) Legend showing all symbols used on drawings.

(x) More developed outline specifications indicating quality level and manufacture.

(xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

(i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.

(ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

(i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

(11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

(1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.

(2) Construction Documents (C/D) 50% stage:

(i) Architectural:

(a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.

(b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.

(c) Architectural details and large blow-ups started.

(d) Well developed finish, door, and hardware schedules.

(e) Site utility plans started.

(f) Fixed equipment details and identification started.

(g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

(ii) Structural:

(a) Structural floor plans and sections with detailing well advanced.

(b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

(c) Completed cover sheet with general notes, symbols and legends.

(iii) Mechanical:

(a) Mechanical calculations virtually completed with all piping and ductwork sized.

(b) Large scale mechanical details should be started.

(c) Mechanical schedule for equipment substantially developed.

(iv) Electrical:

(a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.

(c) All electrical equipment schedules should be started.

(d) Special system components should be approximately located on plans.

(e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

(a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

(b) Coordination of the development of specifications by other disciplines.

(c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

(a) Virtually complete site plan.

(b) Virtually complete floor plan, elevations and sections.

(c) Architectural details and large blow-ups near completion.

(d) Finish door, and hardware schedules virtually complete, including most details.

(e) Site utility plan virtually complete.

(f) Fixed equipment details and identification virtually complete.

(g) Reflected ceiling plan virtually complete.

(h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.

(i) All equipment catalog cuts.

(ii) Structural:

Completed structural floor plans and sections with detailing well advanced.

(iii) Mechanical:

(a) Mechanical load calculations complete and all piping and ductwork sized.

(b) Large scale mechanical details should be substantially complete.

(c) Mechanical schedule for equipment substantially complete.

(iv) Electrical:

(a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.

(c) All electrical equipment schedules should be virtually complete.

(d) Special system components should be located on plans.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

(4) Construction Documents - Substantial Completion Stage:

(i) Architectural:

(a) Completed site plan.

(b) Completed floor plans, elevations and sections.

(c) Architectural details and large blow-ups completed.

(d) Finish, door and hardware schedules completed, including all details.

(e) Site utility plans completed.

(f) Fixed equipment details and identification completed.

(g) Reflected ceiling plans completed.

(ii) Structural:

(a) Structural floor plans and sections with detailing completed.

(b) Structural calculations completed.

(iii) Mechanical:

(a) Large scale mechanical details complete.

(b) Mechanical schedules for equipment completed.

(c) Completed electrical schematic for environmental cooling and exhaust equipment.

(d) Complete energy conservation calculations and report.

(iv) Electrical:

(a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.

(b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(c) All electrical equipment schedules completed.

(d) Special system components plans completed.

(e) Electrical load calculations completed.

(v) Civil:

All site plans, site utilities, parking and roadway systems completed.

(vi) Estimate:

Update and refine the 50% Construction Document Estimate.

(vii) Specifications:

(a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

(b) Coordination of the development of specifications by other disciplines.

(c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

(i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.

(ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

(a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).

(b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.

(c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

(i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.

(ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.

(7) Contract Documents:

(i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.

(ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.

(iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.

(8) Meetings:

(i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting

(ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

(1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.

(2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.

(3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.

(4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.

(5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

(6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

(1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

(2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.

(3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

(4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.

(5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

(6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

(7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when competed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.

(8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

(9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.

(10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.

(11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

(1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.

(2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.

(3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

(1) Ground contamination or hazardous material analysis.

(2) Any asbestos testing, design or abatement.

(3) Environmental impact report.

(4) Historical significance report.

(5) Soils investigation.

(6) Geotechnical hazard report.

(7) Topographic survey.

(8) Title report.

EXHIBIT "D"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

(a) Schematic Design Submittal Package - 6 copies

(b) Cost estimates - 4 copies

(c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

(a) Rendered perspective drawings - 6 copies

(b) Color/Material Boards - 2 copies

(c) Design Development drawing submittal - 4 copies

(d) Outline Specifications - 4 copies

(e) Cost Estimate - 4 copies

(f) Design Checklist - 4 copies

(g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

(a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.

(b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

(c) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes -2

(Submit with DSA Submittal)

(d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

(e) Electronic file copy of DSA Approved CD drawings and specifications on CD- 1 copy (in PDF and CAD format)

(f) Design Checklist - 2 copies

(g) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "E"

INVOICE APPROVAL LETTER & BILLING COVER SHEET

Date: MM/DD/YYYY

Project: Reconstruction of Rose Avenue K-5 School

Consultant: IBI Group

IBI Group has submitted Invoice No. 123456 for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District.

By signing below, a representative of IBI Group, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

IBI Group Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. Date

Oxnard School District Date

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)
Program Manager for Oxnard School District
1901 S. Victoria Avenue #106
Oxnard, CA 93035
ATTN: Chris Yafuso (cyafuso@aimcsworld.com)

PROJECT NAME: **RECONSTRUCTION OF ROSE K-5 SCHOOL**
DSA PROJECT #:
PROJECT TYPE: Architectural Services
DATE:
INVOICE #:
PERIOD COVERED: MM/DD/YY - MM/DD/YY
PURCHASE ORDER #:

VENDOR: **IBI Group**
PREPARED BY:
EMAIL:
PHONE #:
FAX #:

BASE CONTRACT BILLING FORM

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
		SUBTOTALS		$ -		$ -	$ -		$ -

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	$ -
TOTAL DUE THIS INVOICE	$ -

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up

1 See "billing tab" below for spreadsheet; these are the instructions

2 Enter project name, DSA project number, project type, invoice number, date, your company name, fax, phone, etc.

3 Enter purchase order number provided to you when contract was issued

4 Feel free to include your company logo if you wish.

5 Enter approved contract agreements, amendments, reimburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.

6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows reimbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing

5

IMPORTANT! When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.

6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.

8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.

9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.

10 Email to Chris Yafuso (cyafuso@aimcsworld.com) or mail to the CFW Oxnard office at 1901 S. Victoria Avenue #106, Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.

11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors and miscalculations can delay/prevent processing of payment.

NOTE: **All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.**

EXHIBIT "F"

FINGERPRINTING REQUIREMENTS

SECTION 00510

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Amendment #3 to Agreement #18-201 – Alternative Behavior Strategies, LLC (DeGenna/Madden)

At the Board Meeting of February 6, 2019, the Board of Trustees approved Agreement #18-201 with Alternative Behavior Strategies, LLC, in the amount of $30,000.00, to provide applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services during the 2018-2019 academic school year.

At the Board meeting of May 15, 2019, the Board of Trustees approved Amendment #1, in the amount of $20,000.00, to increase the number of students receiving support through the remainder of the 2018-2019 academic school year, for a revised total agreement amount of $50,000.00.

At the Board meeting of June 19, 2019, the Board of Trustees approved Amendment #2, in the amount of $65,000.00, to increase the number of students receiving support through the remainder of the 2018-2019 academic school year, for a revised total agreement amount of $115,000.00.

Amendment #3, in the amount of $86,000.00, is required to adjust the total cost through the end of the 2018-2019 academic year. The new total agreement amount is $201,000.00.

FISCAL IMPACT:

Not to exceed $86,000.00 - 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 #3 to Agreement #18-201 with Alternative Behavior Strategies, LLC.

ADDITIONAL MATERIALS:

Attached: **Amendment #3 (1 Page)**
Amendment #2 (1 Page)
Amendment #1 (1 Page)
Agreement #18-201 - Alternative Behavior Strategies (2 Pages)

AMENDMENT #3 TO AGREEMENT #18-201 with
Alternative Behavior Strategies, LLC
August 21, 2019

At the Board Meeting of February 6, 2019, the Board of Trustees approved Agreement #18-201 with Alternative Behavior Strategies, LLC, in the amount of $30,000.00, to provide applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services during the 2018-2019 academic school year.

At the Board meeting of May 15, 2019, the Board of Trustees approved Amendment #1, in the amount of $20,000.00, to increase the number of students receiving support through the remainder of the 2018-2019 academic school year, for a revised total agreement amount of $50,000.00.

At the Board meeting of June 19, 2019, the Board of Trustees approved Amendment #2, in the amount of $65,000.00, to increase the number of students receiving support through the remainder of the 2018-2019 academic school year, for a revised total agreement amount of $115,000.00.

Amendment #3, in the amount of $86,000.00, is required to adjust the total cost through the end of the 2018-2019 academic year. The new total agreement amount is $201,000.00.

ALTERNATIVE BEHAVIOR STRATEGIES, LLC:

By: _____ Date: _____
Fernando Sarria, CFO

OXNARD SCHOOL DISTRICT:

By: _____ Date: _____
Lisa A. Franz, Director, Purchasing

AMENDMENT #2 TO AGREEMENT #18-201 with
Alternative Behavior Strategies, LLC
June 19, 2019

At the Board Meeting of February 6, 2019, the Board of Trustees approved Agreement #18-201 with Alternative Behavior Strategies, LLC, in the amount of $30,000.00, to provide applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services during the 2018-2019 academic school year.

At the Board meeting of May 15, 2019, the Board of Trustees approved Amendment #1, in the amount of $20,000.00, to increase the number of students receiving support through the remainder of the 2018-2019 academic school year, for a revised total agreement amount of $50,000.00.

Amendment #2, in the amount of $65,000.00, is required to adjust the total expected cost through the end of the agreement term. The new total agreement amount is $115,000.00.

ALTERNATIVE BEHAVIOR STRATEGIES, LLC:

By: _____ Date: 6/6/19
~~Adam Singer, , M.D., CEO~~
FERNANDO SARRIA, CFO

OXNARD SCHOOL DISTRICT:

By: Lisa A. Franz Date: 7-10-19
Lisa A. Franz, Director, Purchasing

AMENDMENT #1 TO AGREEMENT #18-201 with
Alternative Behavior Strategies, LLC
May 15, 2019

At the Board Meeting of February 6, 2019, the Board of Trustees approved Agreement #18-201 with Alternative Behavior Strategies, LLC, in the amount of $30,000.00, to provide applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services during the 2018-2019 academic school year.

Amendment #1, in the amount of $20,000.00, will increase the number of students receiving support through the remainder of the 2018-2019 academic school year, for a revised total agreement amount of $50,000.00.

ALTERNATIVE BEHAVIOR STRATEGIES, LLC:

By: _____ Date: 5.8.19
~~Scott Revlin~~
Adam Singer, M.D., CEO

OXNARD SCHOOL DISTRICT:

By: Lisa A. Franz Date: 5-17-19
Lisa A. Franz, Director, Purchasing

ABS
Alternative Behavior Strategies

OSD AGREEMENT #18-201

ABS SERVICES AGREEMENT
(School/District)

This **AGREEMENT** is made and entered into this 6th day of February, 2019, by and between Oxnard School District, hereinafter called the **"School"** and Alternative Behavior Strategies, LLC hereinafter called the **"ABS".**

WHEREAS, ABS represents that it has specifically trained, experienced, and competent service providers to render the services in this Agreement; and

WHEREAS, School has determined that it has a need to enter into this Agreement with ABS for the services described herein.

NOW THEREFORE, it is mutually agreed by the parties hereto as follows;

1. **TERM OF AGREEMENT.** The term of this Agreement shall commence on Feb. 7, 2019 and continue for duration of the 2018-2019 school year.

2. **SCOPE OF WORK.** To provide Applied Behavioral Therapy and related services, including direct behavioral intervention, development, implementation, and supervision for such student(s) as School may request or be assigned for services. Attach additional description, proposals or contracts, if needed.

3. **CONTRACT PRICE.** School agrees to pay ABS the following fees for services rendered:
   a. *Behavior Intervention Implementation*: $80/hour
   b. *Behavioral Intervention Development*: $110/hour.
   c. Fees cover all of ABS' expenses, including supplies, travel, lodging, and meals.
   d. *Invoicing*. ABS will submit periodic invoices to the School at the following address:

Attn: Teresa Barron
Address: 1051 South A Street
Oxnard, CA 93030

Payment shall be made to the ABS within thirty (30) days from date of the invoice. Where agreed upon in writing by the Parties, additional supporting documentation shall accompany the invoice and indicate, as applicable, any progress completed, milestone achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work, etc.

4. **ASSIGNMENT AND EMPLOYEE BENEFITS** No portion of this Agreement or any of the work to be performed hereunder may be assigned by ABS without written consent of the School, and without such consent all services hereunder are to be performed solely by ABS, its officers, agents, employees and affiliates. ABS shall be responsible for all salaries, payments and benefits for all of its officers, agents and employees in performing services pursuant to this Agreement.

5. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY** All products of work performed pursuant to this Agreement shall be the sole property of the School and no reproduction of any portions of the work may be made in any form without the written consent of the School. ABS shall hold in trust for the School and shall not disclose to any person, any confidential information. Confidential information is information which is related to the School's research,

development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documents.

6. **BACKGROUND CHECKS.** ABS certifies that each provider who renders services under this Agreement has undergone and passed a background check in accordance with ABS' background check policy. Such background check has not revealed any information that in the opinion of ABS should preclude said person from performing services under this Agreement. School shall provide notice of, and ABS agrees to comply with any government mandated background check as such may be required by the School prior to the start of services.

7. **INSURANCE.** ABS shall provide and maintain for the duration of this Agreement, adequate insurance to fully protect both the ABS and the School from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the ABS is traveling to or from School property, or services-related location.

8. **HOLD HARMLESS LIMITATION OF LIABILITY.** School will hold harmless ABS, its officers, agents and employees from all liability, damages, costs and expense, including attorney's fees that may arise because of injury to person or property, including ABS property caused by, and/or arising from School's negligence or willful misconduct under this Agreement. Under no circumstances shall ABS be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with this Agreement. Without limiting the generality of the forgoing, ABS's aggregate liability to School (whether under contract, tort, statute or otherwise) shall not exceed six (6) months fees for services actually rendered.

9. **CONFIDENTILIATY.** ABS shall treat all student information, student related documentation provided by the School or student's Parent/Guardian in confidence and shall not reveal such information to anyone other than as reasonably required to perform the services under this Agreement.

10. **INDEPENDENT CONTRACTOR.** The relationship of ABS and the School established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any agency or employment relationship between ABS or any of its employees and the School or any of its employees. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

11. **TERMINATION.** School may terminate this Agreement at any time and for any reason by giving written notice to ABS specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, ABS shall be paid for all services rendered up to the date of such termination.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

Alternative Behavior Strategies, LLC
BY: _____
Name: Adam Singer, MD
Date: 2.22.19

Oxnard School District **(School)**
BY: Lisa A. Franz
Name: Lisa A. Franz, Director, Purchasing
Date: 2-7-19

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Amendment #1 to Agreement #18-198 - Assistance League, Non-Public School, NPS (DeGenna/Madden)

At the Board Meeting of February 6, 2019, the Board of Trustees ratified Agreement #18-198 with Assistance League School, in the amount of $37,000.00, for Non Public School (NPS) services during the 2018-2019 academic school year.

Amendment #1, in the amount of $600.00, is required to adjust the total cost through the end of the 2018-2019 academic year. The new total agreement amount is $37,600.00.

FISCAL IMPACT:

Not to exceed $600.00 - 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 #18-198 with Assistance League School, NPS.

ADDITIONAL MATERIALS:

Attached: Amendment #1 (1 Page)
Agreement #18-198 - Assistance League School, NPS (3 Pages)

AMENDMENT #1 TO AGREEMENT #18-198 with
Assistance League School
August 21, 2019

At the Board Meeting of February 6, 2019, the Board of Trustees ratified Agreement #18-198 with Assistance League School, in the amount of $37,000.00, for Non Public School (NPS) services during the 2018-2019 academic school year.

Amendment #31, in the amount of $600.00, is required to adjust the total cost through the end of the 2018-2019 academic year. The new total agreement amount is $37,600.00.

ASSISTANCE LEAGUE SCHOOL:

By: _____ Date: _____
Victoria Elliott, Director

OXNARD SCHOOL DISTRICT:

By: _____ Date: _____
Lisa A. Franz, Director, Purchasing

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #18-198

THIS AGREEMENT, made and entered into this 6th day of February 2019 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Grade: Pre-K (1) (Oct 2018 through June 2019)
Ryan Gutierrez, DOB: 10-15-15

Grade: Pre-K (4) (Dec 2018 through June 2019)
Savanna Cran, DOB: 08-19-15
Roberto Ramon Ruvalcaba, DOB: 06-21-15
Fernando Franco Morales, DOB: 03-28-15
Jonathan Weyant, DOB: 05-28-14

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. The services shall be provided for the **2018-2019** school year at a cost of $1,000.00 per month, per student, including Extended School Year (ESY) through June 2019; amount not to exceed **$37,000.00.**

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.

8. The nonpublic school shall prepare and submit to the school district trimester progress reports, incident reports within 24 hours, year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective shall not exceed **$37,000.00** for students listed on page one of this Agreement #18-198.

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic,

nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least $1,000,000 for each person and $1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and $3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense procure and maintain insurance under the Workers' Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change.

The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

2-13-19
Date

Lisa A. Franz
Lisa A. Franz, Director, Purchasing
Oxnard School District

1/29/19
Date

Victoria Elliott
Victoria Elliott, Director
Assistance League School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Amendment #3 to Agreement #18-64 – Autism Learning Partners, LLC (DeGenna/Madden)

At the Board Meeting of August 22, 2018, the Board of Trustees ratified Agreement #18-64 with Autism Learning Partners, LLC, in the amount of $130,000.00, to provide 1:1 behavior support services. Services include ABA progress reporting, training and development for Special Education Personnel, Focused ABA services, social skills instruction, transition planning for students demonstrating progress, and positive collaboration with schools and parents during the 2018-2019 academic school year.

At the Board meeting of October 24, 2018, the Board of Trustees ratified Amendment #1, in the amount of $218,210.00, to include additional costs for embedded services, social skills groups/classes, and professional training and development through the end of the 2018-2019 academic school year, for a new total agreement amount of $348,210.00.

At the Board meeting of April 3, 2019, the Board of Trustees ratified Amendment #2, in the amount of $348,000.00, to adjust the estimated total costs through the remainder of the 2018-2019 academic school year, for a new total agreement amount of $696,210.00.

Amendment #3, in the amount of $132,000.00, is required to adjust the final total cost through the end of the 2018-2019 academic school year. The new total agreement amount is $828,210.00.

FISCAL IMPACT:

Not to exceed $132,000.00 - 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 #3 to Agreement #18-64 with Autism Learning Partners LLC.

ADDITIONAL MATERIALS:

Attached: **Amendment #3 (1 Page)**
Amendment #2 (3 Pages)
Amendment #1 (1 Page)
Agreement #18-64 - Autism Learning Partners, LLC (18 Pages)

AMENDMENT #3 TO AGREEMENT #18-64 with
Autism Learning Partners, LLC
August 21, 2019

At the Board Meeting of August 22, 2018, the Board of Trustees ratified Agreement #18-64 with Autism Learning Partners, LLC, in the amount of $130,000.00, to provide 1:1 behavior support services. Services include ABA progress reporting, training and development for Special Education Personnel, Focused ABA services, social skills instruction, transition planning for students demonstrating progress, and positive collaboration with schools and parents during the 2018-2019 academic school year.

At the Board meeting of October 24, 2018, the Board of Trustees ratified Amendment #1, in the amount of $218,210.00, to include additional costs for embedded services, social skills groups/classes, and professional training and development through the end of the 2018-2019 academic school year, for a new total agreement amount of $348,210.00.

At the Board meeting of April 3, 2019, the Board of Trustees ratified Amendment #2, in the amount of $348,000.00, to adjust the estimated total costs through the remainder of the 2018-2019 academic school year, for a new total agreement amount of $696,210.00.

Amendment #3, in the amount of $132,000.00, is required to adjust the final total cost through the end of the 2018-2019 academic school year. The new total agreement amount is $828,210.00.

AUTISM LEARNING PARTNERS, LLC:

By: _____ Date: _____
Jeffrey P. Winter, President & CEO

OXNARD SCHOOL DISTRICT:

By: _____ Date: _____
Lisa A. Franz, Director, Purchasing

AMENDMENT #2 TO AGREEMENT #18-64 with
Autism Learning Partners
April 3, 2019

At the Board Meeting of August 22, 2018, the Board of Trustees ratified Agreement #18-64, in the amount of $130,000.00, with Autism Learning Partners to work with the Special Education Services Department to provide 1:1 behavior support services. Services include ABA progress reporting, training and development for Special Education Personnel, Focused ABA services, social skills instruction, transition planning for students demonstrating progress, and positive collaboration with schools and parents.

At the Board Meeting of October 24, 2018, the Board of Trustees ratified Amendment #1 to Agreement #18-64, in the amount of $218,210.00 to cover additional costs for embedded services, social skills groups/classes and professional training and development through the remainder of the fiscal year, for a new total agreement amount of $348,210.00.

Amendment #2 is now required to adjust the total expected costs through the remainder of the fiscal year, in the amount not to exceed $348,000.00, for a new total agreement amount of $696,210.00.

AUTISM LEARNING PARTNERS:

By: _____ Date: 4/2/19
Jeffrey P. Winter, President & CEO

OXNARD SCHOOL DISTRICT:

By: Lisa A. Franz Date: 4-11-19
Lisa A. Franz, Director of Purchasing

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/31/2018

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: SullivanCurtisMonroe Insurance Services 550 South Hope Street, Suite 1000 Los Angeles, CA 90071 www.SullivanCurtisMonroe.com License # 0E83670	CONTACT NAME: Josie Charley PHONE (A/C, No, Ext): 213 233-0428 FAX (A/C, No): 213 892-1593 E-MAIL ADDRESS: JCharley@sullicurt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co	18058
INSURER B : Security National Insurance Company	33120
INSURER C : Milford Casualty Insurance Company	26662
INSURER D : Wesco Insurance Company	25011
INSURER E : Hiscox Insurance Company Inc.	10200
INSURER F :	

INSURED
Autism Learning Partners, LLC
(See Named Insured schedule for addtn'l names)
206 N. Jackson St, Ste. 202
Glendale CA 91206

COVERAGES **CERTIFICATE NUMBER:** 43993014 **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	✓		PHPK1873729	9/1/2018	9/1/2019	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☑ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	☐ POLICY ☐ PRO-JECT ☑ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK1873729	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☑ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	✓ UMBRELLA LIAB ☑ OCCUR			PHUB645323	9/1/2018	9/1/2019	EACH OCCURRENCE	$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 10,000,000
	☐ DED ✓ RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SWC1210246 - All States	9/1/2018	9/1/2019	✓ PER STATUTE ☐ OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N	N/A		MWC1024270- CO	9/1/2018	9/1/2019	E.L. EACH ACCIDENT	$ 1,000,000
D	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3376707- NY	9/1/2018	9/1/2019	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			PHPK1873729	9/1/2018	9/1/2019	$1,000,000 occ / $3,000,000 agg	
A	Sexual orPhysical Abuse/Molestation			PHPK1873729	9/1/2018	9/1/2019	$1,000,000 occ / $2,000,000 agg	
E	Cyber Liability			MPL232593818	9/1/2018	9/1/2019	$1,000,000 occ / $1,000,000 agg	

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

Oxnard School District is named as an additional insured per the attached endorsement.

CERTIFICATE HOLDER

Oxnard School District
1051 South A St
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gohar Petiryan

Gohar Petiryan

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AGENCY CUSTOMER ID: AUTISLEA

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
SullivanCurtisMonroe Insurance Services	Autism Learning Partners, LLC (See Named Insured schedule for addtn'l names) 206 N. Jackson St, Ste. 202 Glendale CA 91206
POLICY NUMBER PHPK1873729	
CARRIER: Philadelphia Indemnity Insurance Co / NAIC CODE: 18058	EFFECTIVE DATE: 9/1/2018

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Oxnard School District

ADDRESS: 1051 South A St Oxnard CA 93030

ADDITIONAL NAMED INSUREDS:

ALP Holding Corp.
Autism Learning Partners, LLC
Pacific Child & Family Associates, LLC
Autism Services of Central Pennsylvania, LLC
dba: Autism Services North, LLC
Children's Learning Connection, LLC
Autism Acquisition Holdings, Inc
PCF Opco Holdings, Inc.
Autism Intervention Specialists, LLC
dba: Austim Learning Partners
Aspire Autism, LLC
Proof Positive ABA Therapies, LLC
Autism Continuum Therapies, LLC
Autism Learning Partners Holdings, LLC
A is for Apple, Inc.
Rachael Schneider Licensed Behavior Analyst, PLLC
Brenda Monterde B.C.B.A. & Associates, Inc.
dba: National Behavioral Care
PCFA Speech Therapy Associates, Inc.

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AMENDMENT #1 TO AGREEMENT #18-64 with
Autism Learning Partners
October 24, 2018

At the Board Meeting of August 22, 2018, the Board of Trustees approved Agreement #18-64, in the amount of $130,000.00, with Autism Learning Partners to work with the Special Education Services Department to provide 1:1 behavior support services. Services include ABA progress reporting, training and development for Special Education Personnel, Focused ABA services, social skills instruction, transition planning for students demonstrating progress, and positive collaboration with schools and parents.

Amendment # 1 will cover additional costs for embedded services, social skills groups/classes and professional training and development through the remainder of the fiscal year, in the amount not to exceed $ 218,210.00, for a new total agreement amount of $348,210.00.

AUTISM LEARNING PARTNERS:

By: _____ Date: 10/25/18
Jeffrey P. Winter, President & CEO

OXNARD SCHOOL DISTRICT:

By: Lisa A. Franz Date: 10-30-18
Lisa A. Franz, Director of Purchasing

OXNARD SCHOOL DISTRICT

Agreement #18-64

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District ("District") and Autism Learning Partners LLC ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from 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 Thirty Thousand Dollars ($130,000.00), 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: Amelia Sugden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Autism Learning Partners LLC
505 N. Brand Blvd., Suite #1000
Glendale, CA 91203
Attention: Nani Escudero
Phone: (818) 241.6780, x295
Fax:
Email: nescudero@autismlearningpartners.com

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

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

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

26. **Administration**. **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

8-29-18
Date

Tax Identification Number: 95-6002318

AUTISM LEARNING PARTNERS LLC:

Signature

CEO
Typed Name/Title

8/15/18
Date

Tax Identification Number: _____

☐ Not Project Related

☑ Project #**18-64**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-64

SERVICES

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

***PER ATTACHED 2018-2019 RATE SHEET**

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

***PER ATTACHED 2018-2019 RATE SHEET**

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

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

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

☑ None.

☐ See attached list.

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

☑ None.

☐ See attached list.

VII. AMENDMENT

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

☐ Not Project Related

☑ Project #**18-64**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-64

COMPENSATION

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

Total compensation shall not exceed One Hundred Thirty Thousand Dollars ($130,000.00), per the attached 2018-2019 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 $130,000.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-64**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-64

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.

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

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 #**18-64**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-64

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 [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **AUTISM LEARNING PARTNERS LLC**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: 8-29-18

By: LAFranz

Lisa A. Franz
Director, Purchasing

AUTISM LEARNING PARTNERS
MAKING PROGRESS POSSIBLE

Rate Sheet
Autism Learning Partners

RATE SHEET
2018-2019

SERVICE *Description*	RATE PER HOUR
1:1 **Direct Service by Behavior Technician** - Behavior Intervention Implementation (BII)	$55.00
Social Skills Classes Group Rate (per student ratio of 1:2 or 1:3) * Group rate requires a minimum of two students. Groups of 4 or more will require two staff members *1-1 social skills classes available at the BII 1-1 Direct Service Rate listed above	$40.00
Clinical Supervision by Master Level – Behavior Intervention Development (BID)	$80.00
Clinical Supervision by BCBA – Behavior Intervention Development (BID)	$100.00
Functional Behavior Assessment by Master's Level Staff	$80.00
Functional Behavior Assessment by BCBA	$100.00
Group Training by Master's Level Staff	$80.00
Group Training by BCBA	$100.00

Tax ID: ***26-3494212***

www.AutismLearningPartners.com
73 N Palm St, Suite F1, Ventura, CA 93001
505 N. Brand Blvd. Suite 1000, Glendale, CA 91203
Email: nescudero@autismlearningpartners.com **Phone**: 818-241-6780, Ext. 295

AUTISM LEARNING PARTNERS
MAKING PROGRESS POSSIBLE

Rate Sheet
Autism Learning Partners

About Autism Learning Partners (ALP)

Autism Learning Partners is a national leader in the field of special needs services and a full service provider that specializes in the treatment of autism and other developmental disabilities. Our broad thinking approach addresses the whole child by collaborating with school administrators, doctors, therapists, and specialists. Our goal is to work together to make progress possible.

For close to 30 years, **Autism Learning Partners** has been a leader in the delivery of Applied Behavior Analysis (ABA) for children with Autism, providing comprehensive clinical services (BII, BID), as well as Social Skills Training/Groups and Early Intervention Services. Our commitment is to provide the highest level of clinical care and collaborate closely with school district personnel, including empowering and training teachers and school administrators to provide the highest level of ABA therapy while providing outcome focused care and supporting schools with cost savings strategies which include, progress reporting, and transition planning for students who demonstrate progress, significant and sustainable improvement and meet measured goals. Autism Learning Partners is unique as services are provided in the school, home and in the community.

Autism Learning Partners (ALP) focuses on:

- 1-1 ABA School Support & In-Home Services
- ABA Progress Reporting
- Training & Development for Special Education Personnel
- Quality Clinical and Outcome Focused ABA Services
- Social Skills Instruction
- Transition Planning for Students Demonstrating Progress
- Positive Collaboration with Schools and Parents

Our desire is to be the best and most trusted partner to your school for the provision of ABA services for special needs children and support the child's social, interpersonal and academic development by working as a coordinated team.

Mission:

The mission of Autism Learning Partners is to provide the highest level of clinical expertise to facilitate significant and sustainable improvement for the individuals and families we serve.

AUTISM LEARNING PARTNERS
MAKING PROGRESS POSSIBLE

Rate Sheet
Autism Learning Partners

Our Vision:

Autism Learning Partners strives to give hope, support and paths of progress for children and their families living with Autism and related disorders. We believe that a tailored, comprehensive care plan managed by our exceptional clinical talent, partnered with love and commitment of all staff collaborating with the child including integrating the family into treatment, allows each child to achieve his or her maximum potential.

Section I:

Overview of Services

Autism Learning Partners is committed to providing quality clinical care on all cases assigned and is also committed to developing staff and sharing our expertise for the development of the special needs program. Prior to the onset of services, Autism Learning Partners can provide a **one time orientation of services** at no cost to your school.

Deliverables

Clinical Services:

Autism Learning Partners provides clinically appropriate and effective treatment services individualized to fit the classroom and students' needs. To this end the following services are recommended:

1:1 Direct Services: - Behavior Technician (BT)

ALP will offer (ABA) trained Behavior Technicians (BT) to support students with a higher level of need in a 1:1 capacity in the classroom. Behavior Technicians work under the supervision of a Board Certified Behavior Analyst (BCBA) or Master's Level Staff. The BT will provide support to help the student successfully and independently function in the classroom environment and address/reduce challenging behaviors to help the student access the curriculum. This service should be reviewed quarterly to adjust the level of support as to not interfere with the students independence should progress have been made.

Clinical Supervision by a Board Certified Behavior Analyst (BCBA) or Master's Level Staff

A Board Certified Behavior Analyst (BCBA) is a graduate-level staff who is board certified in behavior analysis and provides behavior-analytic services. BCBA's supervise the work of Behavior Technicians and other staff who implement behavior-analytic interventions (Applied Behavior Analysis - an Evidenced Based Intervention for special needs students). BCBA's directly support the needs of Special Education Departments.

Rate Sheet
Autism Learning Partners

(Continued) - Clinical Supervision by a Board Certified Behavior Analyst (BCBA) or Master's Level Staff

Consultation or Clinical supervision is provided by a BCBA or Masters Level Staff and is designed to support Special Education Departments based on services needed and also provides parent education as deemed fit by the school. ALP is available to help support staff in creating and implementing behavior programs.

Clinical Supervision in a school setting consists of overseeing a child's behavior plan. The plan is implemented by an interventionist or trained behavior aid and is overseen by a clinical supervisor who is continually updating goals as a child reaches mastery criteria.

Support is provided to staff to make sure everyone is on board with the intervention plan and is following through. The ultimate goal is to reduce challenging behaviors in the classroom so that the student can access the curriculum.

The Clinical Supervisor will meet with designated school personnel, as identified by the Special Education Department, to discuss behavioral plans, concerns and challenges that the student is experiencing in the classroom and determine an intervention plan based on the IEP and clinical observation. ALP works with staff to determine an appropriate transition plan. Services are faded once the student's challenging behaviors have been reduced, the student has reached maximized independence and when the student no longer needs support and is ready to be mainstreamed with typical peers.

Functional Behavior Assessment by BCBA or Master's Level Staff

A Functional Behavior Assessment is conducted by a BCBA and is designed to help us understand why a certain behavior is occurring. Once the assessment is completed and the BCBA determines the reason an inappropriate behavior may be occurring, we can then influence the behavior. All behaviors have a function and the goal is to teach the student an appropriate replacement behavior while extinguishing inappropriate behaviors.

It is critical that challenging behaviors are observed and other target skills for acquisition within this initial assessment. The length of this assessment can vary. From there, a treatment plan is designed and submitted to the special education department that recommends treatment services based on the individual needs of the student.

AUTISM LEARNING PARTNERS
MAKING PROGRESS POSSIBLE

Rate Sheet
Autism Learning Partners

Social Skills Classes – Group Rate (ratio of 1:2 or 1:3)

One of the most prevalent challenges for individuals with autism spectrum disorder is in the area of social skills. This includes difficulty with observational skills, eye contact, play interactions, social pragmatics, taking another's perspective, making inferences, and sharing enjoyment and building relationships.

The assessment and intervention "matching" process is different from a one-size-fits all approach that involves generic behavioral interventions for unique and individual behavioral excesses and deficits. We believe that achievement in the domain of social interaction greatly improves the quality of life for a learner and we place a premium on screening, assessment, and individually tailored interventions.

Training – Staff & Parent Training

ALP offers training to teachers and classroom aides on behavioral intervention principles to facilitate progress and support for students with these needs. Training will focus on various aspects of behavioral intervention including reinforcement, environmental manipulation, prompting hierarchy and managing maladaptive behaviors. The structure of the training is to provide hands-on training at first and then gradually fade back until mastery on the above intervention is displayed.

ALP can also provide workshops for parents on the above topics to reinforce techniques taught to students and encourage continued progress in the home. For full list of Training Topics, please see training Flyer.

Autism Learning Partners strives to serve as the best and most trusted partner to your school and empower special needs children's in the road to progress by working as a coordinated team. For additional information, visit www.autismlearningpartners.com.

Proposal Contact Info

Clinical questions, contact:

Sherri D. Ragan, LMFT, BCBA, Associate Clinical Director
73 N Palm St, Suite F1, Ventura, CA 93001
818.298.4574 Cell, SRagan@autismlearningpartners.com
www.autismlearningpartners.com

Questions regarding this proposal, contact:

Nani Escudero, Director of Community Partnerships & Development
818.241.6780 ext. 295 Office, nescudero@autismlearningpartners.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Amendment #3 to Agreement #18-175 – City Impact Inc. (DeGenna/Madden)

At the Board Meeting of January 16, 2019, the Board of Trustees ratified Agreement #18-175 with City Impact Inc., in the amount of $90,000.00, to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department.

At the Board meeting of April 3, 2019, the Board of Trustees ratified Amendment #1, at no additional cost, to add Social and Emotional Testing and Assessment Reporting services for the remainder of the fiscal year.

At the Board meeting of May 15, 2019, the Board of Trustees ratified Amendment #2, in the amount of $90,000.00, to adjust the estimated total costs through the remainder of the 2018-2019 fiscal year, for a new total agreement amount of $180,000.00.

Amendment #3, in the amount of $500,000.00, is required to adjust the final total cost through the end of the 2018-2019 fiscal year. The new total agreement amount is $680,000.00.

FISCAL IMPACT:

$500,000.00 – 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 #3 to Agreement #18-175 with City Impact Inc.

ADDITIONAL MATERIALS:

Attached: **Amendment #3 (1 Page)**
Amendment #2 (1 Page)
Amendment #1 (2 Pages)
Agreement #18-175 - City Impact Inc. (19 Pages)

AMENDMENT #3 TO AGREEMENT #18-175 with
City Impact Inc.
August 21, 2019

At the Board Meeting of January 16, 2019, the Board of Trustees ratified Agreement #18-175 with City Impact Inc., in the amount of $90,000.00, to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department.

At the Board meeting of April 3, 2019, the Board of Trustees ratified Amendment #1, at no additional cost, to add Social and Emotional Testing and Assessment Reporting services for the remainder of the fiscal year.

At the Board meeting of May 15, 2019, the Board of Trustees ratified Amendment #2, in the amount of $90,000.00, to adjust the estimated total costs through the remainder of the 2018-2019 fiscal year, for a new total agreement amount of $180,000.00.

Amendment #3, in the amount of $500,000.00, is required to adjust the final total cost through the end of the 2018-2019 fiscal year. The new total agreement amount is $680,000.00.

CITY IMPACT, INC.:

By: _____ Date: _____
Betty A. Ham

OXNARD SCHOOL DISTRICT:

By: _____ Date: _____
Lisa A. Franz, Director, Purchasing

AMENDMENT #2 TO AGREEMENT #18-175 with
City Impact, Inc.
May 15, 2019

At the Board Meeting of January 16, 2019, the Board of Trustees ratified Agreement #18-175, in the amount of $90,000.00, with City Impact, Inc. to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department.

At the Board meeting of April 3, 2019, the Board of Trustees ratified Amendment #2 to add Social and Emotional Testing and Assessment Reporting services for the remaining term of the agreement. The total amount of the agreement remained the same.

Amendment #2 in the amount of $90,000.00 is required to adjust the total expected cost through the end of the agreement term. The new total agreement amount is $180,000.00.

Term of Agreement: **January 7, 2019 through June 30, 2020**

CITY IMPACT, INC.:

By: _____ Date: 5/14/19
Betty A. Ham, President

OXNARD SCHOOL DISTRICT:

By: Lisa A. Franz Date: 5-17-19
Lisa A. Franz, Director, Purchasing

AMENDMENT #1 TO AGREEMENT #18-175 with
City Impact, Inc.
April 3, 2019

At the Board Meeting of January 16, 2019, the Board of Trustees ~~approved~~ **ratified** Agreement #18-175, in the amount of $90,000.00, with City Impact, Inc. to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department.

Amendment #1 is now required to add Social and Emotional Testing and Assessment Reporting services for the remainder of the fiscal year. The total amount of the agreement will remain the same.

CITY IMPACT, INC.:

By: _____ Date: 3/11/19
Betty A. Ham, President

OXNARD SCHOOL DISTRICT:

By: _____ Date: 4-8-19
Lisa A. Franz, Director, Purchasing

CITY IMPACT, INC.
Outreach for At-Risk Children, Youth and Families

SCOPE OF WORK

1. Provide Individual Therapy – in school (English or Spanish)
2. Provide Group Therapy Services – in School (English or Spanish)
3. Attendance at IEP (when requested by School Psychologist or District Administration)
4. Provide Individual Therapy Services – (in home or City Impact Office (English or Spanish)
5. Provide Social and Emotional Testing and Assessment Report

COUNSELING SERVICES
RATE SHEET

SERVICE	RATE PER HOUR
Individual Therapy (in school) English	$61.81
Individual Therapy (in school) Spanish	$71.96
Group Therapy (in school) English	$82.42
Group Therapy (in school) Spanish	$89.54
Attendance at an IEP (English)	$61.81
Attendance at an IEP (Spanish)	$71.96
Counseling (in home/City Impact office) English	$82.42
Counseling (in home/City Impact office) Spanish	$89.54
Social and Emotional Testing and Assessment Report	$90.00

OXNARD SCHOOL DISTRICT

Agreement #18-175

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 16th day of January, 2019 by and between the Oxnard School District ("District") and City Impact 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 **January 7, 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, including reimbursement for actual expenses, shall not exceed Ninety Thousand Dollars ($90,000.00), per attached Rate Sheets, 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".

BAH (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.

BAH (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.

BAH (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.

BHH (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:
City Impact Inc.
555 South A Street, Suite 185
Oxnard, CA 93030
Attn: Betty Alvarez Ham
Phone: (805) 983.3636
Fax: (805) 983.3636

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

1-24-19
Date

Tax Identification Number: 95-6002318

CITY IMPACT INC.:

Betty Alvarez
Signature

Betty Alvarez Ham, President
Typed Name/Title

1/22/19
Date

Tax Identification Number: 77-0388915

☐ Not Project Related

☑ Project #**18-175**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

SERVICES

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

*Provide Individual Student and/or Group Therapy, as well as Staff Supervision for the Special Education Services Department during the 2018-2019 & 2019-2020 school years, per attached Rate Sheets.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to 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. N/A	
B.	
C.	
D.	

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 #**18-175**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED $90,000.00 per attached Rate Sheets

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 $90,000.00, per attached Rate Sheets, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-175**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	$1,000,000
Architects	$1,000,000 or $2,000,000
Physicians and Medical Corporations	$5,000,000

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

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

☐ Not Project Related

☑ Project #**18-175**

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 #**18-175**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

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 [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CITY IMPACT INC.**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: 1-24-19

By: LAFranz

Lisa A. Franz
Director, Purchasing

CITY IMPACT, INC.
Outreach for At-Risk Children, Youth and Families

SCOPE OF WORK

1. Provide Individual Therapy – in school (English or Spanish)
2. Provide Group Therapy Services – in School (English or Spanish)
3. Attendance at IEP (when requested by School Psychologist or District Administration)
4. Provide Individual Therapy Services – (in home or City Impact Office (English or Spanish)

COUNSELING SERVICES
RATE SHEET

SERVICE	RATE PER HOUR
Individual Therapy (in school) English	$61.81
Individual Therapy (in school) Spanish	$71.96
Group Therapy (in school) English	$82.42
Group Therapy (in school) Spanish	$89.54
Attendance at an IEP (English)	$61.81
Attendance at an IEP (Spanish)	$71.96
Counseling (in home/City Impact office) English	$82.42
Counseling (in home/City Impact office) Spanish	$89.54

CITY IMPACT, INC.
Outreach for At-Risk Children, Youth and Families

SCOPE OF WORK

Provide Clinical Supervision for School Psychologist acquiring MFT hours. City Impact's Clinical Supervisor is a Licensed Social Worker #14219 and is covered under California Board of Behavioral Science Examiners.

1. Clinical Supervision (Group – 2 hour)
2. Clinical Supervision (Individual – 1 hour)

Clinical Supervision (Group) (2 hour)	**$65.00 per hour**
Clinical Supervision (Individual)	**$70.00**

Client#: 3115 CITYIMPA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/17/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Zephra Borges
Edgewood Partners Ins. Center 19000 MacArthur Blvd. Penthse Fl. Lic#0B29370 949-263-0606 Irvine, CA 92612	PHONE (A/C, No, Ext): 949.417.9104 FAX (A/C, No): E-MAIL ADDRESS: zephra.borges@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits' Ins Alliance of CA	11845
INSURER B : State Compensation Ins Fund	35076
INSURER C : North American Elite Insurance Co.	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City Impact Inc.
P.O. Box 5678
Oxnard, CA 93031

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		201905416	01/01/2019	01/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		912848518	04/08/2018	04/08/2019	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	D&O			201905416DONPO	01/01/2019	01/01/2020	Limit/Ded.: $1M/$5,000	
A	Professional Liab			201905416	01/01/2019	01/01/2020	Occ/Agg:$1M/$3M	
C	Property			201905416PROP	01/01/2019	01/01/2020	BPP/Ded:$183,403/$2,500	

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

ADDITIONAL INSURED: Oxnard School District when required by written contract.

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

Anthony F. D'Asaro

1592

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KPRA1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Amendment #1 to Agreement #18-83 – Haynes Education Center & S.T.A.R. Academy (DeGenna/Madden)

At the Board Meeting of August 22, 2018, the Board of Trustees ratified Agreement #18-83 with Haynes Education Center & S.T.A.R Academy, in the amount of $140,000.00, to provide support services to the Special Education Services Department during the 2018-2019 school year.

Amendment #1, in the amount of $4,000.00, is required to adjust the total cost through the end of the 2018-2019 school year. The new total agreement amount is $144,000.00.

FISCAL IMPACT:

Not to exceed $4,000.00 - 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 #18-83 with Haynes Education Center & S.T.A.R. Academy.

ADDITIONAL MATERIALS:

Attached: Amendment #1 (1 Page)
Agreement #18-83 - Haynes Education Center & S.T.A.R. Academy (14 Pages)

AMENDMENT #1 TO AGREEMENT #18-83 with
Haynes Education Center & S.T.A.R. Academy
August 21, 2019

At the Board Meeting of August 22, 2018, the Board of Trustees ratified Agreement #18-83 with Haynes Education Center & S.T.A.R Academy, in the amount of $140,000.00, to provide support services to the Special Education Services Department during the 2018-2019 school year.

Amendment #1, in the amount of $4,000.00, is required to adjust the total cost through the end of the 2018-2019 school year. The new total agreement amount is $144,000.00.

HAYNES EDUCATION CENTER & S.T.A.R. ACADEMY:

By: _____ Date: _____
Jonas Maceda, Director

OXNARD SCHOOL DISTRICT:

By: _____ Date: _____
Lisa A. Franz, Director, Purchasing

OXNARD SCHOOL DISTRICT

Agreement #18-83

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District ("District") and Haynes Education Center & S.T.A.R Academy ("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 Forty Thousand Dollars ($140,000.00), per the hourly rate sheet attached, 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".

D.M (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.

D.M (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.

D.M (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: Haynes Education Center & S.T.A.R. Academy
P.O. Box 400
La Verne, CA 91750
Attention: Jonas Maceda
Phone: 909.833.7187
Fax: 909.992.3018

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

10-17-18
Date

Tax Identification Number: 95-6002318

HAYNES EDUCATION CENTER & S.T.A.R. ACADEMY:

Signature

Daniel Maydeck - CEO/President
Typed Name/Title

10/01/18
Date

Tax Identification Number: 95-1506150

☐ Not Project Related

☑ Project #**18-83**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-83

SERVICES

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

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

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

☑ None.

☐ See attached list.

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

☑ None.

☐ See attached list.

VII. AMENDMENT

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

☐ Not Project Related

☑ Project #**18-83**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-83

COMPENSATION

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

Total compensation shall not exceed One Hundred Forty Thousand Dollars ($140,000.00), per the hourly rate sheet attached, 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 $140,000.00, per the hourly rate sheet attached, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**18-83**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-92

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	$1,000,000
Architects	$1,000,000 or $2,000,000
Physicians and Medical Corporations	$5,000,000

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

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

☐ Not Project Related

☑ Project #**18-83**

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 #**18-83**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-83

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 [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **HAYNES EDUCATION CENTER & S.T.A.R. ACADEMY**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: 10-17-18

By: LAFranz
Lisa A. Franz
Director, Purchasing

HAYNES
FAMILY OF PROGRAMS

EDUCATION CENTER
S.T.A.R. ACADEMY

Non-Public School & Non-Public Agency Services

Haynes Education Center (NPS) & S.T.A.R. Academy(NPA)

Rate Sheet – Home Based Services 2018-2019

(1) Supplemental Academic Support (SAS) or Transition Services	$80.00	Per Hour
(2) In-Home & Hospital (IHH)/Resource Specialist Program (RSP) Services**	$110.00	Per Hour
(3) Educational Counseling & Guidance – Individual	$100.00 to $120.00	Per Hour
a. Parent Training	$100.00	Per Hour
b. Educational Counseling		
a. E.R.I.C.S. or E.R.M.H.S.	$120.00	Per Hour
(4) Language and Speech Therapy – Individual		
a. Language & Speech Therapy	$165.00	Per Hour
b. Language and Speech Assessment	$1,750.00	Per Student
c. Language and Speech Assessment – Includes AAC Assessment	$1,950.00	Per Student
(5) Occupational Therapy – Individual		
a. Occupational Therapy	$165.00	Per Hour
b. Occupational Therapy Assessment	$1,750.00	Per Student
(6) Behavior Intervention - School or Home Based		
a. Behavior Intervention Implementation (BII)	$85.00	Per Hour
b. Behavior Intervention Development (BID) or Consultation	$130.00	Per Hour
c. Functional Behavioral Assessment – One Location	$1,750.00	Per Student
d. Functional Behavioral Assessment – Two Locations (School & Home)	$1,950.00	Per Student
e. Functional Analysis Assessment	$1,950.00	Per Student
(7) Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing	$100.00	Per Hour
(8) Academic Achievement Test or Transition Assessment		
a. Woodcock Johnson III or IV	$400.00	Per Student
b. Transition Assessment	$1,700.00	Per Student
(9) Staff Placement (Daily Rate)		
a. Special Education Teachers	$325.00	Per Diem

**In Home and Hospital (IHH) & RSP Services are provided by our Non-Public School (NPS) - Haynes Education Center. NPS Contract must be created. IEP Attendance or Participation for each service is charge at the same hourly rate listed above.

Updated: 04/01/18

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section C: Consent Agenda

Ratification of Amendment #2 to Agreement #18-177 – Dr. Michael McQuillan, OD (DeGenna/Madden)

At the Board Meeting of December 12, 2018, the Board of Trustees approved Agreement #18-177 with Dr. Michael McQuillan, OD, in the amount of $2,500.00, to provide Independent Evaluator services to the Special Education Services Department during the 2018-2019 academic school year.

At the Board meeting of June 19, 2019, the Board of Trustees approved Amendment #1, in the amount of $2,000.00, to adjust the estimated total expected cost through the end of the agreement term, for a new total agreement amount of $4,500.00.

Amendment #2, in the amount of $600.00, is required to adjust the final total cost through the end of the 2018-2019 fiscal year. The new total agreement amount is $5,100.00.

FISCAL IMPACT:

$600.00 - 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 #2 to Agreement #18-177 with Dr. Michael McQuillan, OD.

ADDITIONAL MATERIALS:

Attached: Amendment #2 (1 Page)
Amendment #1 (1 Page)
Agreement #18-177 - Dr. Michael McQuillan, OD (16 Pages)

AMENDMENT #2 TO AGREEMENT #18-177 with
Dr. Michael McQuillan, OD
June 19, 2019

At the Board Meeting of December 12, 2018, the Board of Trustees approved Agreement #18-177 with Dr. Michael McQuillan, OD, in the amount of $2,500.00, to provide Independent Evaluator services to the Special Education Services Department during the 2018-2019 academic school year.

At the Board meeting of June 19, 2019, the Board of Trustees approved Amendment #1, in the amount of $2,000.00, to adjust the estimated total expected cost through the end of the agreement term, for a new total agreement amount of $4,500.00.

Amendment #2, in the amount of $600.00, is required to adjust the final total cost through the end of the 2018-2019 fiscal year. The new total agreement amount is $5,100.00.

DR. MICHAEL MCQUILLAN, OD:

By: _____ Date: _____
Dr. Michael McQuillan, OD

OXNARD SCHOOL DISTRICT:

By: _____ Date: _____
Lisa A. Franz, Director, Purchasing

AMENDMENT #1 TO AGREEMENT #18-177 with
Dr. Michael McQuillan, OD
June 19, 2019

At the Board Meeting of December 12, 2018, the Board of Trustees approved Agreement #18-177 with Dr. Michael McQuillan, OD, in the amount of $2,500.00, to provide Independent Evaluator services to the Special Education Services Department during the 2018-2019 academic school year.

Amendment #1, in the amount of $2,000.00, is required to adjust the total expected cost through the end of the agreement term. The new total agreement amount is $4,500.00.

DR. MICHAEL MCQUILLAN, OD:

By: _____ Date: 6/19/19
Dr. Michael McQuillan, OD

OXNARD SCHOOL DISTRICT:

By: Lisa A. Franz Date: 6-28-19
Lisa A. Franz, Director, Purchasing

OXNARD SCHOOL DISTRICT

Agreement #18-177

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 12th day of December, 2018 by and between the Oxnard School District ("District") and Dr. Michael McQuillan, OD ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from December 13, 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 Two Thousand Five Hundred Dollars ($2,500.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

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

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

(Initials)

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

(Initials)

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

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

(Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

(Initials)

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

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

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

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

To Consultant:
Dr. Michael McQuillan, OD
761 E. Daily Drive, Suite #120
Camarillo, CA 93010
Phone: (805) 484.0577
Fax:
Email: gke6349@gmail.com

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

12-13-18
Date

Tax Identification Number: 95-6002318

DR. MICHAEL MCQUILLAN, OD:

Signature

Dr. Michael McQuillan, OD
Typed Name/Title

12/04/18
Date

Tax Identification Number: 770280573

☐ Not Project Related

☑ Project #18-177

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-177

SERVICES

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

***PER ATTACHED FEE SCHEDULE**

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

***PER ATTACHED FEE SCHEDULE**

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

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 #18-177

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-177

COMPENSATION

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

Total compensation shall not exceed Two Thousand Five Hundred Dollars ($2,500.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.

B. Line items for all supplies properly charged to the Services.

C. Line items for all travel properly charged to the Services.

D. Line items for all equipment properly charged to the Services.

E. Line items for all materials properly charged to the Services.

F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $2,500.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #18-177

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-177

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	$1,000,000
Architects	$1,000,000 or $2,000,000
Physicians and Medical Corporations	$5,000,000

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

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

☐ Not Project Related

☑ Project #18-177

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 #18-177

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-177

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 [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **DR. MICHAEL MCQUILLAN, OD**, who will provide Services under the Agreement, [] is [X] is not subject to disclosure obligations.

Date: 12-13-18

By: LaFranz
Lisa A. Franz
Director, Purchasing

Michael McQuillan, O.D.
761 E. Daily Drive
Suite 120
Camarillo, CA 93010
805.484.0577

OPTOMETRY FEE SCHEDULE

92002	Intermediate eye examination, new patient	$ 189.00
92004	Comprehensive eye examination, new patient	$ 250.00
92012	Intermaediate eye examination , established patient	$ 159.00
92014	Comprehensive eye examination, established patient	$ 219.00
92015	Refraction	$ 46.00
92020	Gonioscopy	$ 55.00
92025	Corneal topography	$ 68.00
92060	Binocular evaluation	$ 115.00
92064	Vision training evaluation	$ 250.00
92065	Vision training each	$ 100.00
92065-C	24 Vision training sessions	$ 2400.00
92070	CL Fitting for treatment of disease	$ 259.00
92082	Visual field examination, intermediate	$ 159.00
92083	Visual field examination, extended	$ 189.00
92133	OCT ONH	$ 99.00
92134	OCT Retina	$ 99.00
92225	Extended ophthalmoscop, initial	$ 119.00
92250	Retinal Photography/Otomaps	$ 129.00
92285	Ocular photography - external	$ 59.00
92310	Ftting and follow-up of contact lenses	$ 119.00
92310-99	Orthokeratology	$ 2699.00
92313	Fitting and follow-up/specialty lens	$ 159.00
99050	Emergency after hours/holiday visit	$ 259.00
99075	Medical testimony/per hour	$ 499.00
99080	Special Report	$ 139.00
99201	Brief, new patient	$ 75.00
99202	Expanded, new patient	$ 119.00
99203	Limited, new patient	$ 160.00
99204	Intermediate, new patient	$ 237.00
99205	Comprehensive, new patient	$ 299.00
99211	Minimal, established patient	$ 65.00
99212	Brief, established patient	$ 75.00
99213	Expanded, established patient	$ 116.00
99214	Limited, established patient	$ 166.00
99215	Comprehensive specialty, established patient	$ 219.00
99241	Office consultation, brief	$ 89.00

"We Care About People -Not Just Their Eyes"

Michael McQuillan, O.D.
761 E. Daily Drive
Suite 120
Camarillo, CA 93010
805.484.0577

OPTOMETY FEE SCHEDULE

99242	Office consultation, expanded	$ 199.00
99243	Office consultation, limited	$ 159.00
99244	Office consultation, intermediate	$ 350.00
99245	Office consultation, comprehensive	$ 450.00
99272	Confirmatory (second opinion), brief	$ 149.00
99273	Confirmatory (second opinion), limited	$ 189.00
99274	Confirmatory (second opinion), expanded	$ 289.00
99275	Confirmatory (second opinion), comprehensive	$ 389.00

"We Care About People -Not Just Their Eyes"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2018

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 State Farm Tom Logan State Farm 267 Village Commons Blvd #13 Camarillo, CA 93012	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm General Insurance Company — 25151 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Michael McQuillan 761 E Daily Dr Ste 120 Camarillo, CA 93010	

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	X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC OTHER:			90-CH-R131-6	12/12/2018	12/12/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 21, 2019

Agenda Section: Section D: Action Items

English Leaners Master Plan (DeGenna/Batista)

The English Leaner Master Plan must be annually reviewed and revised as needed to ensure that it is in alignment with all legislative and/or programmatic changes. The plan was reviewed by a committee of stakeholders that included district and site administration, OEA representatives, district TOSA's and parents. The results of the revisions will be shared.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services and the Director of English Learner Services that the Board of Trustees approve the revisions on the English Learners Master Plan as outlined.

ADDITIONAL MATERIALS:

Attached: EL Master Plan Update Presentation
English Learner Master Plan 2019

English Learner Master Plan Revision

OSD Board Meeting~
August 21, 2019
Dr. Marlene Batista

1632

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English Learner Master Plan

- Annual plan revision
  - According to the ELMP the district must review the plan with all stakeholder groups (ie. Teachers, administrators, EL parents) each year an make revisions as needed
  - Revisions to the plan are made based on program changes, changes in legislation, recommendations, etc…

1633

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ELMP Revision Team

A big thank you to:

- District Administrators: Dr. DeGenna & Ms. Fox
- Site Administrators: Jorge Mares & Dr. Ramos
- OEA Reps: Veronica Oros & Stacie Thurmond
- TOSAs: Cristina Huizar & Erica Zambrano
- DELAC Reps: Jessica Vargas, Miriam Cervantes and Olivia

1634

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Changes to ELMP

Overall Changes Throughout Plan:

- Eliminate ALL references to the CELDT
- Ensure no Proposition 227 language remained in plan and include language related to the EL Roadmap
- Connect the Principles and Elements of the EL Roadmap to the EL Master Plan

1635

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Chapter 2- Identification, Assessment & Placement

Chapter 2 changes:

- Language changes to the initial assessment of TK/K students
- Initial program placement language completely revised in line with Proposition 58 and changes to the enrollment process that were made last year
- Clarification language for Newcomer students

fppt.com

Chapter 3- Instructional Program Options

Chapter 3 changes:

- Newcomer definition clarified and TBE information updated
- Small fixes to the DLI program matrix

1637

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Chapter 4 ~ Monitoring & Reclassification

Chapter 4 changes:

- All CELDT references now removed. Added CAASPP Spanish assessment.

- Reclassification of special education students updated to reflect the process.

- Reclassification criteria changed to match new state adopted standards

1638

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Minor Changes

Few changes were made in Chapter 5 and 6:

- Adding reference to AVID Excel
- Adding language related to EL Roadmap under primary language support
- Included after school and summer programs as optional opportunities for extended time

1639

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Chapter 7 ~ English Language Develoment

Chapter 7 changes:

- Added credentialing for English side of DLI
- Referenced our OSD Teacher Pathways program
- Clarified language related to training on ELMP

1640

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Chapter 8 ~Parent & Community Engagement

- Addition of ELAC Vice President and DELAC Representative to Roles & Responsibilities table

- Clarification language on interpretation vs. translation

- Addition of procedures for requesting interpreting services for language other than Spanish

1641

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Chapters 9 & 10 ELMP

- Changes to Chapter 9 ~ Evaluation and Accountability: Roles and Responsibilities
  - Reclassification state criteria changed
  - Descriptors for ELPAC in Table 9.3 updated

- Changes to Chapter 10 ~ Resource Allocation
  - Reference to Proposition 58 and EL Roadmap added

1642

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Next Revision to ELMP

- I believe the major changes/revisions were done this year along with alignment to EL Roadmap
- Some minor changes may be needed next year related to TBE
- Possible changes to Chapter 7 related to staffing & personnel based on negotiations

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Purpose of ELMP

- As stated in Chapter 1 of our Plan:

"The main drive of the Oxnard English Learner Master Plan is to provide educators with critical information to the linguistic and educational needs of EL students, as well as the legal requirements for serving these students. Recognizing the ELs bring a wealth of knowledge and talent that will benefit our Oxnard community, we expect that this plan will be used to guide the implementation of best instructional practices for ELs and for driving systematic changes required to ensure the academic success of linguistically diverse learners."

1644

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Implementation of ELMP

- Use of data to monitor programs & students
  - Relook at our EL assessments to better inform teachers and the district on the needs of our students

- Effective Professional Development and Support of Teachers
  - Continued development of all our K-8 teachers in Integrated and Designated ELD Instructional Practices
  - Professional Development for our Dual Language Teachers
  - Development and roll out of our biliteracy units

1645

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Implementation of ELMP

- ELD Standards and ELD Instruction
  - Continue to emphasize that ELD Standards to drive instruction~ ELD curriculum as a guide
  - Clearly leveled ELD classes at the middle school level with clear understanding of what instruction looks like for each of our EL Profiles
  - ELD Lessons need to provide students with opportunities for structured talk and the development of oracy skills
  - Integrated ELD **ALL DAY!!! Every teacher in Oxnard is an ELD teacher regardless of what subject they teach.**

1646

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Implementation of ELMP

- Reclasification & Monitoring of Students
  - Deep data dive into our new ELPAC scores comparing students' scale scores for the past two years (not levels due to state changes)
  - Continue to improve our new computer based Reclassification process
  - Ensuring that our RFEP students are properly monitored using Ellevations

1647

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Implementation of ELMP

- OSD/Parent Teamwork
  - Continued DELAC/ELAC training
  - Expansion of Parent Education
    - Project 2INSPIRE, Plaza Comunitaria
  - Family Activities (LA Book Festival, Strengthening Families, EL Parent Conference)
  - Participation in the CEI PLLN

1648

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Oxnard School District

Master Plan for Services to English Learners

2019

OXNARD SCHOOL DISTRICT ENGLISH LEARNER MASTER PLAN

Board Approved
August 21, 2019

Governing Board:

Verónica Robles-Solis, President
Monica Madrigal Lopez, Clerk
Denis O'Leary, Trustee
Debra Cordes, Trustee
Dr. Jesus Vega, Trustee

Karling Aguilera-Fort, Superintendent
Dr. Ana DeGenna, Assistant Superintendent

Oxnard School District
1051South A Street
Oxnard, CA 93030
(805)487-3918

2019
(Revision of 2018)

This plan and forms related to English Learner services in the Oxnard School District are available at www.oxnardsd.org

Acknowledgements

The Oxnard School District Master Plan for Services to English Learners was developed through the dedicated effort and collaboration of district teachers, administrators, support staff, and parents. We greatly appreciate the guidance, support, and time they gave to provide input.

We are indebted to the 2016 Oxnard School District's Board of Trustees: Veronica Robles-Solis, Debra Cordes, Denis O'Leary, Albert Duff Sr., and Ernie Morrison. It is due to their vision, support, and commitment to the children of Oxnard that this document came to be.

We thank all who dedicated their time and insight to the development of our Master Plan by participating on the Oxnard English Learner Master Plan Advisory Committee, from September 2014 to June 2016.

Whitney Amber	Jairo Arellano	Mirna Castro
Debra Cordes	Mary Curtis	Karen Hill-Scott
Mary Elisondo	Ana Garcia	Aracely Fox
Robin Freeman	Cynthia Garcia Doane	Liliana Giron
Elva Gonzales Nares	Guadalupe Reyes	Teresa Guerra
Alfredo Gutierrez	Cristina Huizar	Robin Lefkovits
Cesár Morales	Veronica Oros	Andrea Pulido
Leticia Ramos	Chris Ridge	Maria Saucedo
Amelia Sugden	Anna Thomas	Jabbar Wofford
Patricia Zamora	Bertha Zaragoza	Ivette Zendejas

Valuable input was also provided by parents participating on the District English Learner Master Plan Advisory Committee.

Finally, we are thankful to the parents and staff who provided feedback by submitting their input via surveys. Due to the effort and commitment of these stakeholders, and likely others not mentioned here, the Oxnard School District English Learner Master Plan is now our guiding document for improving the delivery and implementation of programs for English Learners.

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Chapter ONE

Superintendent's Message, English Learner Master Plan Goals, Mission, Vision, and Guiding Principles

1

Chapter 1: Superintendent's Message, English Learner Master Plan Goals, Mission, Vision, and Guiding Principles

Overview

This chapter includes a message from the Superintendent and identifies the district's mission, vision, goals and guiding principles that are reflected in the Oxnard English Learner Master Plan. It also provides the purpose of the plan, collaborative development processes, and expectations for district-wide implementation.

Message from the Superintendent

It is our commitment to serve all children in our community and ensure successful support along their educational experience. Particularly, it is imperative to serve our English Learner students (ELs) and develop systems of support to achieve their reclassification status and expected goals.

In addition to helping our ELs acquire academic literacy, we are preparing them to navigate college, the job market and to become global citizens. It is our duty and obligation to do whatever we can to help our students connect learning with real life and emphasize the three types of 21st Century Skills that prepare students to succeed in the informational age. The three types of skills and abilities are listed below.

Learning Skills	Literacy Skills	Life Skills
• Critical Thinking • Creative Thinking • Collaborating • Communicating	• Information Literacy • Media Literacy • Technology Literacy	• Flexibility • Initiative • Social Skills • Productivity • Leadership

https://k12.thoughtfullearning.com/FAQ/what-are-21st-century-skills

The main drive of the Oxnard English Learner Master Plan is to provide educators with critical information related to the linguistic and educational needs of EL students, as well as the legal requirements for serving these students. Recognizing that ELs bring a wealth of knowledge and talent that will benefit our Oxnard community, we expect that this plan will be used to guide the implementation of best instructional practices for ELs and for driving systemic changes required to ensure the academic success of linguistically diverse learners. In order to ensure this, the plan uses as a guide the new policy for English Learners, The English Learner Roadmap, adopted by the State Board of Education in 2017. Oxnard School District understands that serving English Learners is a central responsibility of each and every educator and that our prosperity in California depends on the success of immigrants and their children.

The plan provides information on the following areas related to the linguistic and educational needs of English Learners:

- Understanding and meeting federal and state legal requirements
- Maintaining high-quality, standards-based language instruction leading to full academic engagement
- Acquiring 21st century skills in curriculum and instruction
- Reporting and using data to manage instruction
- Monitoring and evaluation of program implementation
- Valuing, honoring, and embracing native heritage and cultural assets
- Engaging, informing and supporting the family and community

Our educators work tirelessly to make sure the needs of ELs are met; their experience, expertise, and understanding of the specific needs of ELs are our priority. Our goal is to support them in providing the best instruction possible for students, and in meeting and exceeding the policies, procedures, and compliance items addressed in this document, in order to ensure continued success for English Learners in school and in life.

In order to address the ever-changing and expanding needs of English Learners, we will review and update this document annually.

District Context

As the largest enrolling K-8 district of ELs in Ventura County, the Oxnard School District strives to be a leader and model in serving ELs. The Oxnard School District (OSD) is committed to providing the highest quality educational programs and services that are based on the latest educational research.

The OSD enrolls over 16,000 students in twenty-one schools serving TK-8 and preschool. Our English Learner Master Plan outlines the systems that are in place in every school serving ELs to ensure compliance with state and federal law and, more importantly, to guarantee that all ELs in OSD have access to rigorous curriculum in order to become fluent in English and master all the content standards required in the state of California as a foundation for college and career readiness. It is our commitment that all ELs are given excellent first teaching in the core content and receive responsive language strategies ensuring that their linguistic and academic needs are met.

District Mission/Vision

Vision Statement

"Empowering All Children to Achieve Excellence"

Mission Statement

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

Guiding Principles and Goals for Educating English Learners

The Oxnard School District's Master Plan for Services to English Learners serves as an operational guide for all district personnel as we seek to implement outstanding programs for all of our students. Several guiding principles for English Learner Instruction guide the work and approach toward meeting the needs of ELs. These key principles, developed by the Understanding Language project at Stanford University (2013) are in line with the adoption and implementation of Common Core State Standards (CCSS) and the need to strategically plan for ELs to meet rigorous, grade level academic standards. They are intended for teachers, coaches, EL specialists,

curriculum leaders, school principals, district administrators, parents, and community members and are detailed in Table 1.1 below.

Table 1.1 Understanding Language: Key Principles for ELL Instruction

1. Instruction focuses on providing ELs with opportunities to engage in discipline-specific practices which are designed to build conceptual understanding and language competence in tandem.
2. Instruction leverages ELs' home language(s), cultural assets, and prior knowledge.
3. Standards-aligned instruction for ELs is rigorous, grade-level appropriate, and provides deliberate and appropriate scaffolds.
4. Instruction moves ELs forward by taking into account their English proficiency level(s) and prior schooling experiences.
5. Instruction fosters ELs' autonomy by equipping them with the strategies necessary to comprehend and use language in a variety of academic settings.
6. Diagnostic tools and formative assessment practices are employed to measure students' content knowledge, academic language competence, and participation in disciplinary practices.

Retrieved from http://ell.stanford.edu/content/six-key-principles-ell-instruction

The Oxnard English Learner Master Plan describes how we identify, serve and support thousands of students who initially enroll in the Oxnard schools with limited proficiency in the English language. The plan sets forth six goals for this work:

1. English Learner programs will be fully implemented.
2. Parents of both active English Learners and Reclassified Fluent English Proficient Students (RFEPs) will participate meaningfully in their children's education.
3. English Learners will master the English language as efficiently and effectively as possible.
4. English Learners will achieve academic success comparable to English Only (EO) students.
5. English Learners and RFEP students will be at no greater risk for school failure than EO students.
6. Students enrolled in alternative programs will master language skills in English and another language.

Staff should frequently consult this plan to ensure consistency in the delivery of the highest quality of services to English Learners and their families. The plan is published simultaneously in hard copy and on the district website and will be translated into all appropriate languages. Unique features include links that provide instant access to all district English Learner forms and form letters.

Purpose of the Master Plan

This plan is based on state and federal laws, district board policies, research, and the input from stakeholders who worked from September 2014 to June 2016 to ensure that the very best pedagogy, practice and procedures for English Learners will be used in the Oxnard schools. As such, it should be relatively accessible and efficient for schools and the district to demonstrate compliance with laws and policies that have been put into place to safeguard English Learner student access to programs in response to their needs. It is our expectation that all staff will implement this plan with fidelity, will monitor its outcomes, and will contribute to its revision and improvement over time. In this way, the Oxnard School District will ensure that programs and services for English Learners will be of the highest quality.

Master Plan Development Collaborative Process

The Oxnard School District English Learner Master Plan was developed through the dedicated effort and collaboration of district teachers, administrators, support staff, and parents. We greatly appreciate the guidance, support, and time they gave to provide input. We are indebted to the Oxnard School District's Board of Trustees: Debra Cordes, Dr. Jesus Vega, Monica Madrigal Lopez, Verónica Robles-Solis, and Denis O'Leary. We thank them for their vision, support, and commitment to the children of Oxnard.

We thank all who dedicated their time and insight to the development of our Master Plan by participating on the Oxnard English Learner Master Plan Advisory Committee, from September 2014 to June 2016. The new Oxnard English Learner Master Plan was revised through input from stakeholders, which included administrators, school and district staff, and DELAC during the 2018-19 school year.

Oxnard Community Expectations for Implementation of the EL Master Plan

All of the District's decisions and actions are rooted in core beliefs about student achievement; what defines student success and the necessary components. The values listed below reflect the

mindset of District leadership, educators, employees, and program partners. All stakeholders are expected to embody and instill them in students.

Student Success

Oxnard School District strives to equip all students, children, and adults with the academic, social, and emotional skills necessary for success.

Quality Instruction

Oxnard School District believes common core curriculum, data tracking and analysis drive student achievement and empowers educators to innovate and collaborate to identify best practices for culturally and linguistically diverse students. Rigorous training, support, and development for educators strengthen teacher effectiveness and accelerate student achievement.

Collective Ownership

Oxnard School District believes all stakeholders are fundamental to creating and maintaining safe and effective learning environments. Stakeholders in Oxnard School District include teachers, coaches, curriculum leaders, school principals, district administrators, parents, and community members. In order to provide every student with a high-quality education, Oxnard School District relies on continuous participation and feedback from stakeholders.

High Expectations

Oxnard School District believes that every student can succeed at a high level and expects them to excel in the classroom, in a career, and in life. Similarly, the District expects all stakeholders to operate at the highest level and to continuously seek out the best strategies to ensure success.

Accountability

The Oxnard School District is dedicated to a culture of transparency and maintaining open lines of communication. Oxnard School District recognizes that data and metrics are essential for effective decision-making.

EL Roadmap ~ Principle 1C (School Climate)

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Leadership

Oxnard School District is committed to developing classroom, school, and community leaders with the vision and skill set to execute the District's mission.

Diversity

Oxnard School District celebrates the diversity of the Oxnard community and values the strength in varying perspectives, beliefs, and backgrounds.

In the Oxnard School District, we embrace collective ownership of our ELs and take full responsibility for their success. Every stakeholder group has an opportunity and responsibility to ensure that our ELs are successful and achieve expected goals. Our District looks to best practices and cutting-edge innovations to help prepare ELs for the 21st century.

The Oxnard School District will conduct an annual review of the plan to ensure that adherence to current federal and state requirements are met. Professional development for district/site leadership, teachers, staff, and parent leadership organizations will be an integral part of the annual review. Additionally, district leadership is committed to providing administrators with guidelines, procedures, tools, and support for the implementation and monitoring of programs for English Learners.

District Infrastructure for Local Accountability and Responsibility

The District infrastructure allows for ensuring that ELs in Oxnard School District receive increased or improved services, in addition to core services in order to bolster language and literacy development. The district leadership intends to incorporate the recommendations from California's *ELA/ELD Framework* (Chapter 11 - Figure 11.7, pp. 992-993) which provides a Sample District-wide Plan for Monitoring ELD Progress outlining local accountability and responsibility for monitoring and supporting the ELD progress of ELs. All district personnel are responsible for the education of English Learners and for the success of EL programs. As such, designated roles are under the auspices of the Superintendent and Assistant Superintendent, Educational Services. The Director of English Learner Services provides district-wide leadership and consults with the Superintendent and Assistant Superintendent, Educational Services to

coordinate services. District-wide decision-making and support systems address the education of English Learners as a priority and as such all Directors are responsible for supporting ELs in Oxnard School District. See Chapter 9 for additional information about collective responsibility for program implementation and monitoring.

State and Federal Guidelines

This Master Plan ensures the proper identification, program placement and instructional program, assessment, monitoring and reporting of students whose primary language is other than English. Additionally, the plan ensures that parents and guardians of English Learners are informed of the placement of their children in an English-language classroom. Parents of ELs are provided timely information in their primary language about student assessment and progress while being afforded opportunities for collaboration and engagement in decision-making and support roles. This Master Plan provides equal access to education for ELs in accordance with all federal and state laws, court decisions, and California State Board of Education regulations that define the requirements for educational services for ELs and immigrant children and youth.

Our district has the responsibility for and is committed to ensuring that we meet these requirements at every school site in order to provide quality, equitable instruction for English Learners, simultaneously complying with legislation and rulings pertaining to educational services for ELs.

Chapter TWO

Identification, Assessment and Placement

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Chapter 2: Identification, Assessment and Placement

Overview of Chapter 2

This chapter details Oxnard School District's policies and procedures for initial identification, assessment and student placement in order to ensure the implementation of consistent and compliant processes. Specific information regarding types of English Learners and transfer students is provided, along with a description of professional development for staff and administration on initial identification, placement and parental rights/informed choice.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

II-EL 06: English Learner Identification and Assessment

6.1 A home language survey (HLS) must be used at the time of initial enrollment to determine the student's primary language. (5 *CCR* §§ 11510(k), 11511(a)

6.2 Within 30 calendar days of initial enrollment, each student whose home language is other than English, as determined by the HLS, must be assessed for English proficiency by means of the current California English language proficiency assessment. The assessment conducted must follow all of the publisher's instructions. (5 *CCR* §§ 11307(a), 11511.)

6.3 Each LEA must annually assess the English language proficiency and academic progress of each English learner. (*EC* §§ 313, 60810) (5 *CCR* § 11306.) *

6.4 All currently enrolled English learners must be assessed for English language proficiency by administering the California English language proficiency assessment during the annual assessment window. (*EC* §§ 313, 60810) (5 *CCR* § 11511(b).)

6.5 Each English learner on an active Individual Education Plan (IEP) or Section 504 plan must be annually assessed for English language development using the accommodations, modifications, or alternate assessments for the current California English language proficiency assessment if specified in the pupil's IEP or Section 504 Plan. (5 *CCR* § 11516.5)

6.6 Each LEA must identify all immigrant children and youth (ages 3 through 21), who were not born in any State and have not attended school in any State for more than 3 full academic years. (20 U.S.C. § 3301(6), (14).

Identification, Assessment and Placement

The Oxnard School District (OSD) process for initial identification and placement of students into an appropriate instructional program is shown in Figure 2.1 and is explained in detail below. This process has been adopted to ensure that there is consistency in enrollment procedures, including assessment, information given to parents concerning program options, and placement of students in appropriate programs based on assessment results and parental choice. Student enrollment (EL-01 Student Registration Card) and assessment take place at the District Enrollment Center, where bilingual staff members are available to meet with parents. The center will serve all newly enrolling students.

Step 1: Registration, Including Completion of the Home Language Survey

Parents take their child to the District Enrollment Center in order to enroll in school. At the center, all parents complete a Home Language Survey (HLS) (EL-02 Home Language Survey Form), as required by state law. This survey is completed the first time the parent enrolls the child in the district, and the results are maintained thereafter in the district's student information system and the English Learner folder in the child's cumulative record (CUM).

If the answers to Items 1, 2, 3 *and* 4 on the HLS are "English", the child is classified as English Only or EO. The parent is notified of the results and is given an explanation of the placement options (EL-03 Initial Parent Notification of Student Placement Form) open to the student. Parents of EO students may also apply to participate in the district's Dual Language program.

If Item 1, 2 *or* 3 on the HLS is answered with a language other than English, the child is tested for English proficiency.

If *only* Item 4 on the HLS is answered with a language other than English, the Enrollment Center staff must determine whether to continue with assessment of English or to identify the student as English Only without such assessment. If an informal student assessment of English indicates that the child might be an English Learner, the child may be assessed with the ELPAC (English Language Proficiency Assessments for California).

Step 2: English Language Proficiency Assessment

State regulations require that if the student's Home Language Survey indicates that a language other than English is used at home, the student's English language proficiency level must be assessed within 30 calendar days of initial enrollment. However, in the Oxnard School District, this assessment will be accomplished as soon as possible, preferably within a day or two of enrollment. Trained personnel in the Enrollment Center assess the student's English language proficiency during the enrollment process, preferably on the date of registration. Every effort will be made to make the enrollment and initial assessment process as convenient as possible for parents and children. (See section on Kindergarten registration, which is an exception to this statement depending on enrollment date).

The assessment used to determine initial English proficiency is the state required assessment, ELPAC. The ELPAC is a standardized language proficiency test designed to measure the English proficiency of non-native speakers in four areas: Listening, Speaking, Reading, and Writing. The child receives a score for each part of the test as well as an overall proficiency score. The score types include: raw score, scale score and proficiency level.

For initial identification of TK-K students enrolling prior to July 1, students will be identified as possible English Learners through the Home Language Survey and will be scheduled to be assessed on the ELPAC and an internal primary language assessment after July 1st. After July 1, new enrollees are assessed with the ELPAC and internal primary language assessment.

Enrollment Center staff communicate these results to the parent on the Parent Notification of English Language Testing Form (EL-03 Initial Parent Notification of Student Placement Form). The assessment results are entered in the student data system and maintained in the student's English Learner folder inside the CUM folder for future use in monitoring of student progress and program evaluation.

If an Individual Education Plan (IEP) states that a student is unable to take all or part of the ELPAC, the student will be given an alternative assessment in accordance with California Department of Education (CDE) regulations.

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On the basis of the English language assessment, students are classified as either Initial Fluent English Proficient (IFEP) or English Learner (EL).

- *IFEP Students* —The parents of IFEP students are informed of the results and given program options of either English Language Mainstream or the parent may request enrollment in the Dual Language Program. (See Chapter 3 for descriptions).
- *English Learners* proceed to primary language assessment (see Fig. 2.1)

Step 3: Primary Language Assessment

An initial assessment of the English Learner's primary language is conducted as soon as possible after the completion of the English language assessment as part of the enrollment process. Whenever possible, a primary language assessment is conducted by a trained person fluent in the student's primary language. Results of the primary language assessment are placed in the student's English Learner folder and entered in the district student information system. The results are used to determine the student's level of literacy development in the primary language, and support the identification as an English Learner. The results of the Home Language Survey, the primary language assessments and any other information related to prior schooling, including transcripts, if available, are used to determine the degree of English proficiency.

Step 4: Parent Notification of Results

Upon completion of the testing, a meeting is held with the parents to notify them of the results, provide them with a description of the program placement options and allow them to make an informed choice of which program they prefer for their child. This information is also provided to parents on a Parent Notification of Primary Language Test Form (EL-03 Initial Parent Notification of Student Placement Form), in a language understandable by the parent.

Parents who wish to place their English Learner child in an alternative program of primary language instruction, rather than in a program taught overwhelmingly in English, may request such instruction. This information is provided orally and in writing. The *alternative program option* for English Learners is:

- Dual Language Program[1]

Step 5: Initial Program Placement

The following process is used to inform parents as to the program options for their English Learner.

Chapter 3 provides detailed descriptions of each instructional program option.

Following a student's language proficiency testing, parents will be given detailed information regarding their child's English and Spanish (if applicable) proficiency levels.

Parents will be offered the opportunity to view a video informing them of the different program options available in Oxnard School District and then given a choice as to which program they prefer.

Currently program options available in English instruction are Sheltered English Immersion program for students who have minimally or somewhat developed English skills or English Language Mainstream for students who have moderately or well developed English skills.

For families wanting a Spanish bilingual program the Dual Language Immersion program is available. This program is open to students demonstrating reasonable fluency in Spanish and based on availability through the district's lottery program. For students in 2nd grade and above, students must be tested in reading and writing abilities in Spanish and placement in the DLI program must be approved by the Director of Dual Language Programs.

OSD also offers a Newcomer Program in grades 3-5 and 6/8 (see Chapter 3 for detailed descriptions). This program will be offered to parents of students new to the country (less than 2 years in U.S. schools) who are looking for an English acceleration program for their children.

The EL student will be assigned to the program decided on by the parent's informed preference, eligibility of student for the program, and available space within the program chosen.

Once the official ELPAC results have been received, the parent is notified with the Initial Assessment Results Parent Notification of the official initial identification results. This written notification is in English and in the student's primary language. A copy of this notification is placed in the student's English Learner file in the CUM.

[1] Refer to the Dual Language Program Handbook.

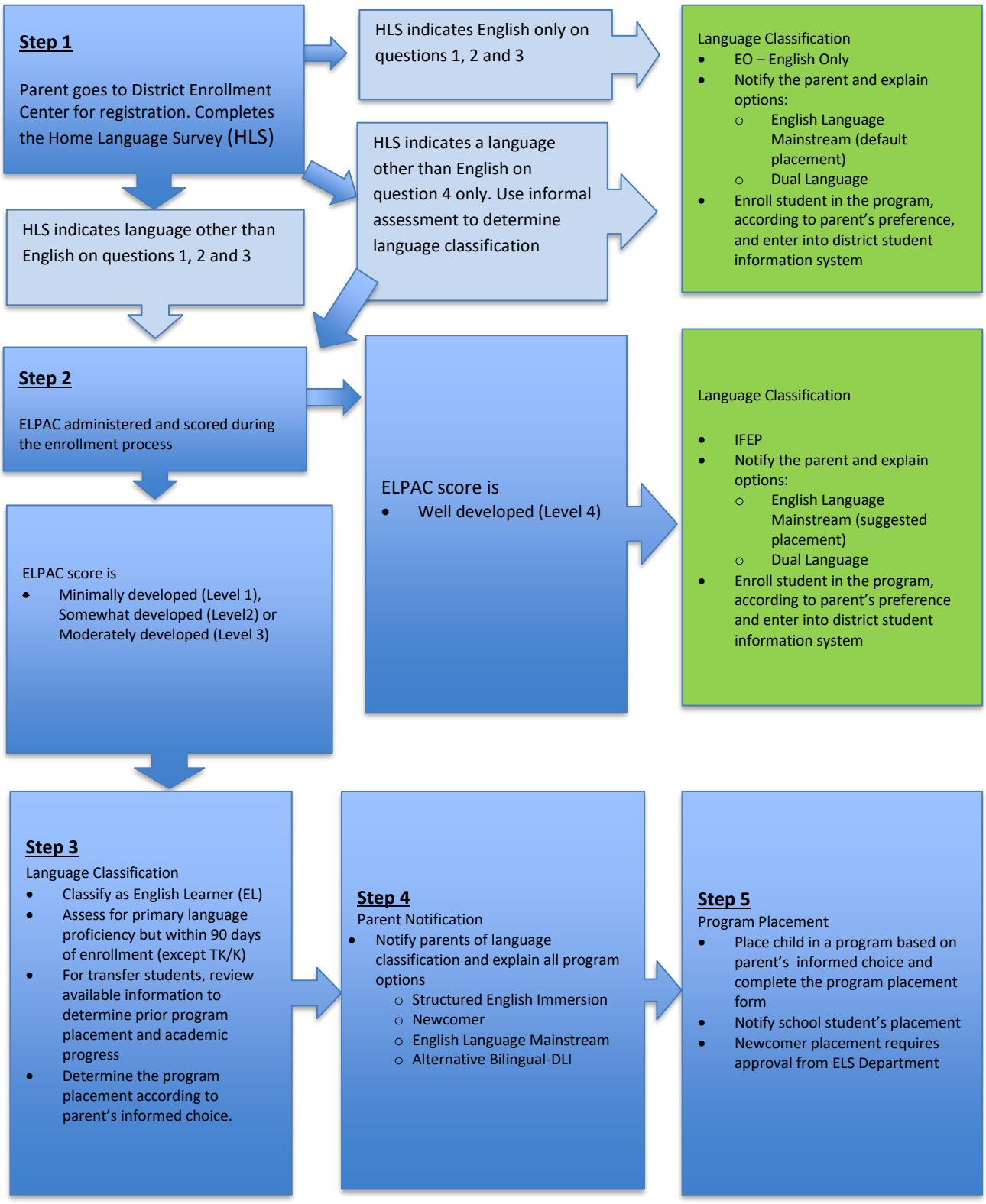

Figure 2.1 Initial Identification Process

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Program Placement vs. Classroom Placement

One classroom setting may provide different students in the class with different instructional *program* options. More than one *program* may exist within a given *classroom*. For example, a classroom may provide English Only and Fluent English Proficient students with a English Language Mainstream (ELM) program of instruction while providing English Learners enrolled in the class with a program of Structured English Immersion (see Chapter 3 for program descriptions).

Throughout this document, when the text refers to a classroom (for example, "Structured English Immersion classroom) it means a classroom in which the program exists. It does not mean that the classroom is exclusively dedicated to that program.

When more than one program exists within a classroom, it is extremely important that students are clearly identified by program, and that they receive the services appropriate to that program. This requires differentiation of instruction and of activities within the classroom, and careful monitoring to ensure that the guidelines for each program are followed.

Transitional Kindergarten/Kindergarten Registration, Assessment and Placement

A special process is used for assessing an incoming Transitional Kindergarten/Kindergarten (TK/K) child's language proficiency at the beginning of each school year. TK/K registration begins in January through March of the school year preceding the child's entrance into TK/K. At registration, the HLS (EL-02 Home Language Form) is completed. If the HLS indicates that a language other than English is spoken, the parent is given a testing appointment during the district's official assessment period for ELPAC which begins in July. A district team completes ELPAC and primary language testing for TK/K children at the assessment appointment in the summer. The same procedures for parent notification and program placement apply.

English Learner Typologies

Initial identification processes and ongoing monitoring are critical in the identification of program placement for English Learners. There are five distinct groups of English Learners in the Oxnard School District, the majority of which are Spanish speakers:

1. Newly arrived ELs with adequate formal schooling;
2. Newly arrived ELs with limited formal schooling;
3. Long Term ELs (6 years or more as ELs);
4. ELs who are meeting benchmarks and making expected progress toward language and academic goals;

5. ELs who speak languages other than Spanish, including indigenous language groups, and who have the characteristics of groups 1–4.

Programs will be adapted to meet the needs of students in each of these groups as discussed below. More information about instructional program options is provided in Chapter 3.

EL Roadmap Principle 1B (no single EL profile)

Newly Arrived English Learners with Adequate Formal Schooling

These students may or may not have had some exposure to the formal study of English; however, they have had a formal educational program in their native country, and many have the knowledge background that supports them in their content instruction in English.

At the elementary school level, these students are likely to have an adequate background in the core academic subject areas, with the exception of English Language Arts. For optimal development of their primary language literacy, a Dual Immersion placement would be indicated.

At the intermediate school level, students functioning at ELPAC levels 1 who have been in the country for two years or less, may be candidates for placement in the Newcomer Program. Students functioning at ELPAC level 2 and above in intermediate schools will need:

- Designated English Language Development: Year-long leveled ELD and/or ELA with accommodations for language proficiency level.
- Integrated English Language Development: Academic content classes taught through

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Specially Designed Academic Instruction in English (SDAIE) with primary language support.

Newly Arrived English Learners with Inadequate Formal Schooling

Immigrant students with little or no prior schooling typically score at the beginning level of reading and writing in their primary language, and have low skill levels in other subject areas as well. Many students arrive with interrupted schooling in their native country and lack the background knowledge necessary for success in a grade level academic program. These students need an academic program that will address their English language development needs. The Newcomer Program is appropriate for these students in grades 3-8.

For families not opting for the Newcomer Academy or with children in grades TK-2, at the elementary school level, appropriate grade level placement with leveled Designated ELD is critical. An SEI program placement may be offered for parents wanting a program primarily in English. Placement in a dual language program is a parental option for families wanting an alternate bilingual program. Program placement is based on availability and eligibility (see Chapter 3).

In intermediate school, students in this category will need an academic program that includes a Designated English Language Development year-long leveled course and Integrated ELD courses in the core.

Long Term English Learners

A Long Term English Learner (LTELs) is defined as an English Learner in any of grades 6 to 12 who has been enrolled in a U.S. school for six years or more, has remained at the same English language proficiency level for two or more consecutive years as determined by the ELPAC, and may have scored *Not Met* or *Nearly Met* on the English-Language Arts (ELA) standards-based achievement test. (EC 313.1).

Some English Learners may be *at-risk of becoming a Long Term English Learner*, defined as an English Learner who has been enrolled in a U.S. school for 4 to 5 years in any of grades 3 to 12,

scores at the intermediate level or below on the ELPAC, and scores in the fourth year at the *Not Met* or *Nearly Met* level on the ELA standards-based achievement test.

This group of students must be provided with instructional programs that include specialized English Language Development instruction and accommodations for the student's level and need for linguistic and academic development. Some may be assigned to formal interventions that address both language and academic needs. Typically, this group of students is enrolled in ELM or SEI instruction in the core academic subjects, provided by an appropriately credentialed teacher with English Learner or Bilingual Authorization.

English Learners Who Are Meeting Academic and English Language Development Benchmarks

These students are typically showing expected growth on the state standardized language assessments and are scoring *Met* or *Nearly Met* on the standardized academic achievement tests (third grade and up) or meeting benchmarks on district established literacy and numeracy benchmarks.

In the elementary grades, these students should move along a pathway leading to the English Language Mainstream setting. Some will begin in SEI, with reclassification and assignment to ELM before promotion to intermediate school. Those who begin in Dual Language programs will typically remain in that program after reclassification.

In grades 6–8, students are offered a comprehensive English Language Development (ELD) program course sequence responsive to their language proficiency before making the transition into the more advanced, ELM courses. Student placement at a given ELD course level is based on initial assessment scores on the ELPAC, for new students or annual ELPAC scores. Each ELD level is flexible with respect to duration, in order to allow a student to move up a level during the year, when assessment results indicate the student is ready. Students who master the course content standards are promoted to the next proficiency level. Students may need to repeat a level until they meet requirements for transition to the next level. In order for students to develop proficiency in English as rapidly as possible, they must be able to develop at their own pace, and must be able to

move up ELD levels whenever necessary. They should not have to wait until the end of a semester or course in order to move levels. Change in ELD levels will be based on the following:

- ELPAC progress
- Classroom performance
- ELD curriculum-embedded assessments
- Teacher recommendation

Students who meet or exceed benchmarks, as evidenced by semester reviews and/or teacher recommendation, should be encouraged to accelerate to higher levels of ELD.

Transfer Students

Transfers Between Districts

Parent initiated Interdistrict Transfer (EL-06 Interdistrict Transfer Form) requests are made through the Educational Services Department. Data regarding the student's English Learner assessment history—current scores, current placement, records of academic progress, and interventions—are used to determine program placement when approving the Interdistrict Transfer Form.

Transfers from Other California Schools

Students transferring into the district from another district within the state often have records of a HLS (EL-02 Home Language Survey Form), scores on the mandated assessments including the ELPAC, and an initial language status (EO, IFEP, EL). These students do not need to go through the Oxnard School District initial identification process. Additional assessments will be made when appropriate for each transferring student. If the parent provides the student's records, staff will use this information to make an appropriate placement. If not, staff will contact the former district in order to obtain information by fax or e-mail, or acquire the information from California Longitudinal Pupil Achievement Data System (CALPADS), the state student data system. Once records are obtained, the appropriate information is entered into the district's record keeping system. If these records cannot be acquired at the time of enrollment, English and primary language assessments proceed and the identification/notification/placement process is implemented per the above description. The district of origin will be encouraged to expedite the process of sharing information by faxing the records or by providing information by telephone.

Transfers from Out of State or from Other Countries

The five-step language assessment, classification and placement process described above and shown in Figure 2.1 will be followed for students entering the district who are new to the state or from another country. The student's district enrollment date is entered into the student's records and the student database system as the date the student first enrolled in a California school and (when appropriate) the date the student first enrolled in a U.S. school. The student will be placed in the appropriate grade level based on age.

Professional Development for Staff and Administrators on Initial Identification, Placement and Parental Rights/Informed Choice

The district will provide ongoing professional development for administrators and staff, on legal requirements and district procedures relating to the implementation of this English Learner Master Plan including:

- Initial identification
- Placement options and procedures,
- Parental rights and informed choice

Those who participate in the training include, but are not limited to, district and site administrators, teaching staff including special education teachers and staff, district Enrollment Center staff, staff members who work with English Learners' student records, office staff members responsible for registration, Teachers on Special Assignment, paraeducators, and other support staff as necessary. Training for site staff must take place annually prior to the opening of school and/or when new staff members have been employed.

Chapter THREE

Instructional Program Options

3

Chapter 3: Instructional Program Options

Overview

Chapter 3 provides information about Oxnard School District's instructional program options in grades TK-8, including key elements of each program. Information in this chapter is intended to guide the consistent implementation of programs that are reflective of research and evidence-based practices that provide opportunities for students in Oxnard School District to develop 21st Century academic, linguistic, and intercultural skills.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

II-EL 07: Parent/Guardian Notifications

II-EL 7. The LEA must provide notifications to parents and guardians.
7.3 For LEAs receiving Title III funds, within 30 days after the beginning of the school year (or during the school year, within two weeks of child being placed in a program), parents/guardians of initially identified English learners must be notified of: (a) Their child's initial English language proficiency level (b) How such level was assessed (c) Their child's language designation (d) Descriptions of program options, educational strategies, and educational materials to be used in different options, including the option to immediately remove a child from a particular program or choose another program or method of instruction, if available (e) Program placement (f) Exit criteria (g) For English learners on an active IEP, how such program will meet the objectives of the IEP (h) The expected rate of graduation from secondary school if funds under this part are used for children in secondary school. (20 U.S.C. §§ 6312, 7012.)

V. Staffing and Professional Development

V-EL 15: Teacher EL Authorization

V-EL 15. Teachers assigned to provide English language development and instruction in subject matter courses for English learners must be appropriately authorized. (20 U.S.C. §§ 6319 (a)(1), 6826 (c); *EC* § 44253.1, 44253.2, 44253.3, 44253.10; *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1009-1011.)

VI. Opportunity and Equal Educational Access

VI-EL 17: Language Program Options and Parent Choice

17.0 Language acquisition programs may include, but are not limited to, all of the following:

(a) School districts and county offices of education must, at a minimum, provide ELs with a structured English immersion (SEI) program. (*EC* § 305[a][2].) SEI programs provide nearly all classroom instruction in English, but with curriculum and a presentation designed for students who are learning English. (EC § 306[c][3].)

(b) Dual –language immersion programs that provide integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding (EC § 306[c][1].)

(c) Transitional or developmental programs for ELs that provide instruction to students that utilizes English and a student's native language for literacy and academic instruction and enables an EL to achieve English proficiency and academic mastery of subject matter content and higher order skills, including critical thinking, in order to meet state-adopted academic content standards. (EC § 306[c][2].)

17.1 Parents or legal guardians of students enrolled in the school may choose a language acquisition program that best suits their child. "Language acquisition programs" refers to educational programs designed to ensure English acquisition as rapidly and as effectively as possible and provide instruction to students on the state-adopted academic content standards, including the ELD standards. The language acquisition programs shall be informed by research and must lead to grade level proficiency and academic achievement in both English and another language (EC § 306(c).)

17.2 School in which the parents or legal guardians of 30 students or more per school or the parents or guardians of 20 students or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible, based upon the requirements in Section 305. (*EC* § 310[a].)

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The Oxnard School District is committed to providing English Learners with a challenging core curriculum and instruction that develops proficiency in English as rapidly and effectively as possible in order to assist students in becoming productive members of our society. Board Policy 6174 states that "the district's program shall be based on sound instructional theory and shall be adequately supported so that English Learners can achieve results at the same academic level as their English-proficient peers in the regular course of study".

The district will offer the following program options to English Learners: (1) English Language Mainstream, (2) Structured English Immersion, (3) Newcomer Program offered to students with less than 24 months in the U.S. (4) An alternative biliteracy program for English Learners, Dual Language Education (DL). Each of these options is designed to ensure that students acquire English language proficiency. All options contain the following required components:

- Well-articulated, standards-based, differentiated Designated English Language Development (ELD) instruction.
- Well-articulated, standards-based, differentiated instruction in the core curriculum and Integrated English Language Development instruction.
- Culturally and Linguistically Responsive Teaching that validates and values students' cultural and linguistic heritage (see CA ELA/ELD Framework, Chapter 9).

English Language Mainstream Program, Grades TK - 8

The English Language Mainstream program is an optional placement for students with "reasonable fluency". The classroom may also contain English Only students, Fluent English Proficient students, and some English Learners with "less than reasonable fluency" whose parents have requested this placement. The English Language Mainstream program is one in which English Learners continue to learn English and at the same time have full access to standards-based curriculum and materials at grade level designed for the native English speaker. Table 3.1 provides specific information about students served, program components and staffing.

Table 3.1 English Language Mainstream Program, Grades TK-8		
Students Served	**Program Components for ELs**	**Staffing**
EL LTEL IFEP RFEP EO	**1. DAILY DESIGNATED ENGLISH LANGUAGE DEVELOPMENT** **a. Transitional Kindergarten-K: 30 minutes** daily of Designated English Language Development instruction at the students' English proficiency level. **b. Gr. 1 – 5:** Minimum **45 minutes** daily of Designated English Language Development instruction at the students' English proficiency level. Teaming for ELD is required to meet student needs based upon ELD levels[2]. **c. Gr. 6-8**: **One period daily**, leveled according to students' English proficiency level OR as a designated part of their English Language Arts class **2. ACCESS TO CORE** **a. INTEGRATED ENGLISH LANGUAGE DEVELOPMENT** **Gr. TK-8:** Grade level content instruction in reading, writing, math, science, and social science delivered through Integrated ELD using specially designed academic instruction, utilizing state-approved, district-adopted, standards-aligned materials. **b. PRIMARY LANGUAGE SUPPORT** Primary language support to motivate, review, clarify, direct, and explain, provided according to student need and as staffing allows.	• Multiple or Single Subject Teaching Credential (Appropriate subject matter authorization). • English Learner Authorization required (e.g. CLAD - Cross-cultural, Language and Academic Development) SB 395, SB 1969, or equivalent. OR • Bilingual Authorization, BCLAD (Bilingual Cross-cultural, Language and Academic Development), Bilingual Certificate of Competence (BCC), or equivalent.
Support Options for English Learners in English Language Mainstream Programs: • Tutoring • Before and/or after school intervention programs • Primary language support, as needed • Migrant Education support, if eligible		

Structured English Immersion Program

Structured English Immersion (SEI) is an optional setting for English Learners with "less than reasonable fluency" as determined by the criteria set forth in Chapter 2. SEI is defined by the state as an English language acquisition process for young children in which nearly all classroom instruction is in English but with curriculum and presentation designed for children who are learning the language. The goal of the program is acquisition of English language skills so that the

[2] ELD groups consist of students at the same level or "one level plus".

English Learner can succeed in an English-only mainstream classroom. Nearly all instruction in this program is in English.

SEI requires the teacher to make instruction comprehensible for students using materials and strategies designed for students learning English. The SEI setting is designed to normally not exceed one year. It is an accelerated program of English language development. Students may continue in an SEI setting until they meet the criteria for "reasonable fluency" as defined in Chapter 2. The SEI setting may take place within the English Language Mainstream classroom. Table 3.2 provides specific information about students served, program components and staffing for grades TK–5 and Table 3.3 provides detailed information for Intermediate level students (grades 6-8).

Table 3.2 Structured English Immersion Program, Grades TK-5		
Students Served	**Program Components for ELs**	**Staffing**
EL with less than "reasonable fluency"	**1. DAILY DESIGNATED ENGLISH LANGUAGE DEVELOPMENT** **a. Transitional Kindergarten- K: 30 minutes** daily of Designated English Language Development instruction at the students' English proficiency level. **b. Gr. 1 – 5:** Minimum **45 minutes** daily of Designated English Language Development instruction at the students' English proficiency level. Teaming for ELD is required to meet student needs based upon ELD levels[3]. **2. ACCESS TO CORE** **a. INTEGRATED ENGLISH LANGUAGE DEVELOPMENT** **Gr. TK-5:** Grade level content instruction in reading, writing, math, science, social science, and visual performing arts delivered through Integrated ELD using specially designed academic instruction utilizing state-approved, district-adopted, standards-aligned materials. **b. PRIMARY LANGUAGE SUPPORT** Primary language support to motivate, review, clarify, direct, and explain, provided according to student need and as staffing allows.	• Multiple or Single Subject Teaching Credential (Appropriate subject matter authorization). • English Learner Authorization, CLAD (Cross-cultural, Language and Academic Development), SB 395, SB 1969, or equivalent. OR • Bilingual Authorization, BCLAD (Bilingual Cross-cultural, Language and Academic Development), Bilingual Certificate of Competence (BCC), or equivalent.
Support Options for English Learners in SEI Programs: • Tutoring • Before and/or after school intervention programs • Primary language support, as needed • Migrant Education support, if eligible		

[3] ELD groups consist of students at the same level or "one level plus".

Table 3.3 Structured English Immersion Program, Grades 6-8

Students Served	Program Components for ELs	Staffing
EL ELPAC Levels 1-2	**1. DAILY DESIGNATED ENGLISH LANGUAGE DEVELOPMENT** **Gr. 6-8: One period daily**, leveled according to students' English proficiency level **2. ACCESS TO CORE** **a. INTEGRATED ENGLISH LANGUAGE DEVELOPMENT** - Use of SDAIE methodology to deliver standards-based instruction and differentiate instruction i. ELA course beginning at Level Early Expanding (formerly CELDT Level 2): 1 period ii. Math, Social Studies and Science courses: 1 period each **b. PRIMARY LANGUAGE SUPPORT** Primary Language support as needed	• Multiple or Single Subject Teaching Credential (Appropriate subject matter authorization). • English Learner Authorization, CLAD (Cross-cultural, Language and Academic Development), SB 395, SB 1969, or equivalent - Bilingual instructional assistant to provide primary language support when needed OR • Bilingual Authorization, BCLAD (Bilingual Cross-cultural, Language and Academic Development), Bilingual Certificate of Competence (BCC), or equivalent.
EL ELPAC Levels 3-4	**1. DAILY DESIGNATED ENGLISH LANGAUGE DEVELOPMENT** **a. Gr. 6-8**: **Daily ELD**, leveled and specialized according to students' English proficiency level, may be a designated part of their English Language Arts class **2. ACCESS TO CORE** **a. INTEGRATED ENGLISH LANGUAGE DEVELOPMENT** - Use of SDAIE methodology to deliver standards-based instruction and differentiate instruction i. ELA course: 1 period ii. Math, Social Studies and Science courses: 1 period each **b. PRIMARY LANGUAGE SUPPORT** Primary Language support as needed	
LTEL[4]	**1. DAILY DESIGNATED ENGLISH LANGAUGE DEVELOPMENT** **a. Gr. 6-8**: **Daily ELD**, leveled and specialized according to students' English proficiency level, may be a designated part of their English Language Arts class **2. ACCESS TO CORE** **a. INTEGRATED ENGLISH LANGUAGE DEVELOPMENT-** Use of SDAIE methodology to deliver standards-based instruction and differentiate instruction in sheltered or mainstream i. Specialized ELA course for LTELs according to whether they are less than 3 years below grade level or need further development of academic oral language and expository writing: 1 period ii. Math, Social Studies and Science courses: 1 period each **b. PRIMARY LANGUAGE SUPPORT** Primary language support, as needed	
Support Options for English Learners in SEI Programs: • Tutoring • Before and/or after school intervention programs • Primary language support, as needed • Migrant Education support, if eligible		

[4] A Long Term English Learner is defined in EC 313.1 as an English Learner who meets the following:
- Is enrolled in any of grades six to twelve;
- Has been enrolled in schools in the United States for six years or more;
- Has remained at the same ELP level for two or more consecutive years as determined by the ELPAC; and
- Scores *Nearly Met* or *Does Not Meet* on the English-language arts standards-based achievement test or any successor test

Newcomer Programs: Grades 3-8

Elementary newcomer students are assessed in the Enrollment Center to determine primary language proficiency. Those who demonstrate grade-level proficiency in Spanish may be placed into alternative bilingual programs based on parental option and program availability. The Newcomer Program provides newly arrived English Learners, who have been in the U.S. for two years or less, with a specialized environment where they receive an intensive English acquisition program while they learn about their new school environment, culture, and country. Through use of appropriate curriculum and methods, students are able to acquire basic comprehension and progress to the Emerging and Expanding levels of language proficiency, including academic language.

When forming classes for newcomers at the intermediate school level, it is important to group students by English fluency level for ELD and for core content classes whenever possible, taking into consideration students with minimal or significantly interrupted schooling experiences. The Department of English Learner Services is responsible for support, coordination and guidance on the implementation of Newcomer Programs.

Table 3.4 Elementary Newcomer Program, Grades 3-5

Students Served	Program Components for ELs	Staffing
Recent arrivals to the U.S. (within the past 24 months) with English at ELPAC Level 1.	1. **ACCESS TO CORE AND ENGLISH LANGUAGE DEVELOPMENT** ELA/ELD is the core of the academic day with systematic instruction for a minimum of two hours. 2. **GROUPING** Flexibility in grouping to enable students to work at their English proficiency level. 3. **PRIMARY LANGUAGE** Primary language support as needed. 4. **ASSESSMENT** Frequent assessment, data review, analysis and reflection to provide the optimal experience for each student. 5. **CULTURAL PROFICIENCY** Focus on building cultural proficiency through use of field trips and in-class presentations. Exit readiness based upon growth using assessment data. Average enrollment of 12-18 months; maximum enrollment of two years with some exceptions based on teacher recommendation and ELS department approval.	• Multiple Subject Teaching Credential. • English Learner Authorization, CLAD (Cross-cultural, Language and Academic Development), SB 395, SB 1969, or equivalent -- Bilingual instructional assistant to provide primary language support when needed OR • Bilingual Authorization, BCLAD (Bilingual Cross-cultural, Language and Academic Development), Bilingual Certificate of Competence (BCC), or equivalent.

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Table 3.5 Intermediate Newcomer Program, Grades 6-8

Students Served	Program Components for ELs	Staffing
ELs with less than two years in the U.S.	1. **DAILY DESIGNATED ENGLISH LANGUAGE DEVELOPMENT** Minimum 1 period daily of Designated ELD instruction at the student's English Proficiency level.[5] 2. **ACCESS TO CORE** **a. PRIMARY LANGUAGE DEVELOPMENT:** Newcomer students who come with grade level literacy in Spanish have the option of enrolling in Spanish for Spanish Speakers, when available and feasible. **b. INTEGRATED ENGLISH LANGUAGE DEVELOPMENT** Newcomers participate in content area courses that provide access to the core curriculum using SDAIE instruction at their English proficiency level through integrated English Language Development. Additionally, they may participate in specific coursework that provides foundational knowledge of U.S. and California history, culture and schooling. 1. **GROUPING** Students grouped by English language proficiency, with access to grade level core when appropriate. 2. **U.S. TRANSITION CURRICULUM** Focus on facilitating student familiarization with culture in U.S. schools and adapting to school environments. 5. **ASSESSMENT** Frequent assessment, data review, analysis and reflection to provide the optimal experience for each student. Exit readiness based upon growth using assessment data rather than a specific number of months; average enrollment of 12-18 months; maximum enrollment of two years with some exceptions based on teacher recommendation and ELS department approval.	• Multiple or Single Subject Teaching Credential (Appropriate subject matter authorization). • English Learner Authorization, CLAD (Cross-cultural, Language and Academic Development), SB 395, SB 1969, or equivalent - - Bilingual instructional assistant to provide primary language support when needed OR • Bilingual Authorization, BCLAD (Bilingual Cross-cultural, Language and Academic Development), Bilingual Certificate of Competence (BCC), or equivalent. NOTE: Preference is for a teacher with Bilingual Authorization who desires to work with this population.
Support Options for English Learners in Newcomer Programs: • Smaller class sizes - optimal no more than 25:1 • Tutoring and technology-based learning • Migrant Education support, if eligible • Outreach Specialist • Newcomer Academy site TOSA		

[5] ELD groups consist of students at the same level, or "one level plus."

Alternative Bilingual Program Options for Students

The following model features instruction in English and another language, and are open to English Learners. Currently, all district alternative program classrooms offer bilingual instruction in Spanish and English.

This Master Plan provides for a Biliteracy Alternative program informed by research and aligned with national and state defined programs: Two types of Dual Language Education Programs: One Way Immersion and Two Way Immersion. Where feasible, the district will provide at least one Biliteracy Alternative Program at any grade, should there be 20 English Learners. The Department of English Learner Services monitors parental requests across the district and coordinates with the Director of Pupil Services to support site administrators in this process. Parents choosing a model different from that offered in the school serving their child's attendance area may request an intra-district transfer to a school that offers the model they desire. Regular intra-district transfer procedures are followed to accomplish this transfer. These requests will be approved whenever feasible.

Dual Language Education Programs offer students the opportunity to become bilingual and bi-literate by developing advanced language/literacy skills in two languages. Parents who select this program option will be informed of the long-term commitment in order to take advantage of the full benefits of a Dual Language program. The district commits to allowing the child to continue to be enrolled in the same type of program model whenever possible.

Transitional Bilingual Program, Grades 2 – 3 (2019-2020)

The goals of this program are to ensure that students (1) meet grade level content and performance standards; (2) develop skill and proficiency in reading at grade level in Spanish; (3) become fully proficient in English, including listening, speaking, reading and writing; and (4) successfully move to the English Language Mainstream program. Students may participate in the program through 3rd grade, and may start at any grade level, depending on the students' needs and most appropriate placement. Transitional Bilingual Programs will only be offered as a continuation program in 2nd and 3rd grade for students already previously enrolled in the program.

Students receive appropriate instruction and support in both Spanish and English. In this model, instruction in Kindergarten is approximately 70% in Spanish and 30% in English, with decreasing Spanish instruction and increasing English instruction each year. Spanish reading/language arts are provided in the early grades as a foundation for the development of English literacy (see Tables 3.6 and 3.7). However, some English literacy instruction begins in Kindergarten – as part of ELD. It will focus first on those English reading skills that are transferable from Spanish. Some content instruction is provided in Spanish, and transition to English occurs without sacrificing or delaying learning of the academic core. Students are expected to achieve reasonable fluency in English within 3 to 4 years. Upon exit from the Transitional Bilingual Program, students enter either the English Language Mainstream program or the SEI program, depending on whether or not they have achieved reasonable fluency. Tables 3.6 and 3.7 provide an overview of the program.

Table 3.6 Transitional Bilingual Programs, Grades 2-3 (2019-2020)		
Students Served	**Program Components for ELs**	**Staffing**
EL students with parent request	**1. DAILY DESIGNATED ENGLISH LANGUAGE DEVELOPMENT:** **a. Gr. 1 –3:** Minimum **45 minutes** daily of Designated English Language Development instruction at the students' English proficiency level. Teaming for ELD is required to meet student needs based upon ELD levels[6] **2. ACCESS TO CORE - PRIMARY LANGUAGE INSTRUCTION (SPANISH):** A Spanish language arts component, comparable to English language arts. Other content areas are taught in Spanish as specified in the Transitional Bilingual Program Matrix (see Table 3.7). **3. ENGLISH LITERACY:** English literacy and English Language Arts are components of Designated ELD and Integrated ELD. Beginning in TK or K, students are taught English literacy skills as referenced in the California ELD Standards and build from their Spanish literacy. **4. ACCESS TO CORE - DIFFERENTIATED CONTENT AREA INSTRUCTION:** Differentiated instruction in reading, writing, math, science, and social science delivered in Spanish or through Integrated ELD utilizing district-adopted materials and SDAIE. Designated content areas taught in Spanish or in English are specified in the Transitional Bilingual Program Matrix (see Table 3.7).	• Multiple Subject Teaching Credential • Bilingual Authorization, BCLAD (Bilingual Cross-cultural, Language and Academic Development), Bilingual Certificate of Competence (BCC), or equivalent.
Support Options for English Learners in Transitional Bilingual Programs: • Tutoring • Migrant Education Support, if eligible • Before and/or after school intervention programs • Other appropriate services		

[6] ELD groups consist of students at the same level or "one level plus"

Table 3.7 illustrates the components of the Transitional Bilingual Program, including elements of time, content area instruction and the distribution on languages across the years.

Table 3.7 Transitional Bilingual Programs, Grades 2-3 (2019-2020)

YEAR IN PROGRAM *(possible grade-level alignment)*	**Benchmark ELD Level**	**Benchmark PRIMARY LANGUAGE Literacy Level**	**INSTRUCTION IN PRIMARY LANGUAGE**	**DAILY PERCENTAGE**	**INSTRUCTION IN ENGLISH***	**DAILY PERCENTAGE**
YEAR 2 Grade 1	Early Intermediate (ELPAC – Early Expanding) or above	Any	Spanish Language Arts History/Social Science Math	60%	Designated ELD PE, Art, Music Science/Health	40%
YEAR 3 Grade 2	Intermediate (ELPAC Exit-Expanding) or above	Grade 2 Literacy Level or Higher	Spanish Language Arts History/Social Science English Language Arts	40%	Designated ELD with emphasis on English Specific Skills Math PE, Art, Music Science/Health	60%
YEAR 4 Grade 3	Early Advanced (ELPAC Early Bridging) or above	Grade 3 Literacy Level or Higher	Spanish History/Social Studies	2%	Designated ELD with emphasis on English Specific Skills English Language Arts with Integrated ELD Math PE, Art, Music Science/Health History/Social Science	98%

***For all grades**, when instruction is shifted to English, primary language support can be provided during Integrated English Language Development for differentiated instruction in content areas.

Grades 4-5 Students who have not reclassified, exit to a Structured English Immersion Program or English Language Mainstream program. Primary language support and enrichment provided during Integrated English Language Development for differentiated instruction in content areas.

Primary Language Instruction vs. Primary Language Support

Primary Language Instruction

Primary language *instruction* includes directed lessons and student participation in Spanish. This instruction makes use of grade-level materials in Spanish (textbooks, audio-visuals, electronic media, and internet resources, etc.) that include Common Core State Standards. Assignments and assessments are in Spanish.

For students in these programs, primary language instruction enables students to master grade level standards in the content areas while they are acquiring English. For students in the Dual Language Program, primary language instruction is both an avenue to meeting grade level standards and a means of continuing to build literacy in that language.

Primary Language Support

Primary language *support* is not the same as primary language instruction. It does *not* include directed lessons, assignments or assessments in Spanish. It may be provided within the English Language Mainstream or Structured English Immersion programs by a teacher who is bilingual, a trained bilingual paraeducator, or through the use of support materials in the primary language. This support is a means of increasing access to core curriculum taught in English, and of assisting the student to tap prior knowledge, transfer skills, use cognates, etc. Primary language support is used to motivate students, and also to clarify, direct, support, or explain concepts.

When daily primary language support cannot be provided by bilingual staff, teachers are encouraged to make use of various materials and resources to ensure that all primary language support tools are available to students. These may include cross-age bilingual tutors, parent or community volunteers, and occasional teaming with bilingual staff in the school. Classroom libraries should be stocked with age-appropriate bilingual dictionaries, including electronic translators, as well as fiction and non-fiction in primary language. Students should be encouraged to take home materials in the primary language that they can review with parents and other family members. Every classroom with English Learners should have some primary language support

materials. In addition, when 15 percent or more of the school's students speak a single primary language other than English, schools must translate all notices, reports, statements or records sent to parents/guardians into that primary language (See Chapter 8).

Dual Language Programs: One Way and Two Way Immersion

Dual language is a form of education in which students are taught literacy and content in two languages; English and Spanish. The Dual Language Programs in Oxnard are based on current research and best practice. The Oxnard School District offers 2 different program models; a 50-50 Model and a 80-20 Model. Both DL Programs are enrichment models targeting the acquisition of academic proficiency in English and Spanish, together with mastery of grade level core content and performance standards. Students typically continue in the program after attaining proficiency in their second language. Ideally, students begin the program in Kindergarten and continue through Grade 8.

EL Roadmap Principle 1A (Language and Culture as Assets)

50/50 Dual Immersion Program Grades K – 8

Table 3.8 outlines the percentage of time, content and language allocation in a 50-50 Model. The 50-50 Model maintains 50% in Spanish and 50% in English Kindergarten through 5th Grade. The 50-50 Model in the Oxnard School District is a simultaneous literacy model; students develop literacy at the same time. This requires careful design of the daily schedule and focused teacher collaboration to ensure students are receiving appropriate standards based instruction in each language.

At the Middle School level the percentage change in order to best meet the needs of students as they prepare to transition to high school. This table reflects that students will continue to develop proficiency in Spanish by receiving focused and rigorous instruction on high-level Spanish skills with the use of authentic Spanish Literature.

Table 3.8 describes the components of the 50/50 Dual Program, including elements of time, content area instruction and the distribution on languages across the day.

Table 3.8 Dual Language Immersion Education Program Matrix (50/50)

YEAR IN PROGRAM *(possible grade-level alignment)*	INSTRUCTION IN PRIMARY LANGUAGE	DAILY PERCENTAGE	INSTRUCTION IN ENGLISH	DAILY PERCENTAGE
YEAR 1 Grade K	Spanish Language Arts Spanish Language Development History/Social Science Number Corner	50%	Academic ELD English Language Arts Science Math	50%
YEAR 2 Grade 1	Spanish Language Arts Spanish Language Development Science Number Corner	50%	Academic ELD English Language Arts History/Social Science Math	50%
YEAR 3 Grade 2	Spanish Language Arts Spanish Language Development History/Social Science Number Corner	50%	Academic ELD English Language Arts Science Math	50%
YEAR 4 Grade 3	Spanish Language Arts Spanish Language Development Science Number Corner	50%	Academic ELD English Language Arts History/Social Science Math	50%
Year 5 Grade 4	Spanish Language Arts Spanish Language Development History/Social Science Number Corner	50%	Academic ELD English Language Arts Science Math	50%
Year 6 Grade 5	Spanish Language Arts Spanish Language Development Science Number Corner	50%	Academic ELD English Language Arts Math History/Social Science	50%
Year 7 Grade 6	Spanish Literature History/Social Science	40%	English Language Arts Science Math Academic ELD, if needed	60%
Year 8 Grade 7	Spanish Literature and Composition History/Social Science	40%	English Language Arts Math Science Academic ELD, if needed	60%
Year 9 Grade 8	Spanish Elective	40%	English Language Arts Math Science History/Social Science Academic ELD, if needed	60%

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80/20 Dual Immersion Program Grade K-8

Table 3.7 outlines the percentage of time, content and language allocation at each grade. The 80-20 Model begins with 80% of the student day spent in Spanish and 20% in English. Each year the percentage changes until students reach 4th grade were the percentage becomes 50% in each language.

At the Middle School level the percentage change once again in order to best meet the needs of students as they prepare to transition to high school. This chart reflects that students will continue to develop proficiency in Spanish by receiving focused and rigorous instruction on high-level Spanish skills with the use of authentic Spanish Literature.

Table 3.9 describes the components of the 80/20 Dual Immersion Program, including elements of time, content area instruction and the distribution of languages across the day.

Table 3.9 Two Way Dual Language Immersion Education Program Matrix (80/20)

YEAR IN PROGRAM *(possible grade-level alignment)*	INSTRUCTION IN PRIMARY LANGUAGE	DAILY PERCENTAGE	INSTRUCTION IN ENGLISH	DAILY PERCENTAGE
YEAR 1 Grade TK/K	Spanish Language Arts History/Social Science Science Math	90%	Academic ELD/ELA Number Corner	20%
YEAR 2 Grade 1	Spanish Language Arts History/Social Science and Science Math	80%	Academic ELD/ELA Number Corner	20%
YEAR 3 Grade 2	Spanish Language Arts History/Social Science Math	70%	Academic ELD/ELA Science with Integrated ELD Number Corner	30%
YEAR 4 Grade 3	Spanish Language Arts History/Social Science and Science Number Corner	60%	English Language Arts Academic ELD Math with Integrated ELD	40%
Year 5 Grade 4	Spanish Language Arts History/Social Science Number Corner	50%	English Language Arts Academic ELD Math with Integrated ELD Science with Integrated ELD	50%
Year 6 Grade 5	Spanish Language Arts History/Social Science Number Corner	50%	English Language Arts Academic ELD Math and Science with Integrated ELD	50%
Year 7 Grade 6	Spanish Literature History/Social Science	40%	English Language Arts Academic ELD Math and Science with Integrated ELD PE	60%
Year 8 Grade 7	Spanish Literature & Composition History/Social Science	40%	English Language Arts Academic ELD, if necessary Math and Science with Integrated ELD PE	60%
Year 9 Grade 8	Spanish Elective	20%	English Language Arts Math Science History/Social Science Academic ELD, if necessary PE	80%

Dual Language Immersion Education Programs in Grades 6-8

In grades 6-8, students enrolled in Dual Language Programs are expected to meet grade level standards in both languages. Students typically continue in the program after attaining proficiency in their second language. Students take language arts/literature courses in both Spanish and English. Other coursework may be offered in either language or in courses taught in both languages (typically using a 50-50 language allocation).

Pathways to Biliteracy Awards

Oxnard School District has designed Pathways to Biliteracy Awards to recognize the development of two or more languages and support students in preparing to meet the criteria for obtaining the California State Seal of Bi-literacy. Several pathway awards have been established at the elementary level and middle school level to acknowledge and encourage students to continue to develop language and literacy skills in two or more languages. See the Dual Language Handbook for specific criteria.

English Language Development (TK-8)

English Language Development (ELD) is a component of ***ALL*** program options for English Learners (see Chapter 5 for a more extensive description of the Oxnard School District ELD program). ELD includes two ways to intentionally plan for language development instruction and is detailed in the California English Language Arts/English Language Development Framework as follows:

1. Integrated ELD is taught throughout the day and across disciplines. ***All*** teachers with ELs in their classrooms use the CA ELD Standards *in tandem with* the focal CA CCSS for ELA/Literacy and other content standards.
2. Designated ELD is a protected time during the regular school day, in which teachers use the *California ELD Standards* as the focal standards to build *into and from content instruction* in order to develop critical language skills ELs need based on their language proficiency levels.

(California ELA/ELD Framework, Chapter 2, pp. 106-108; 115-116)

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The teaching of English within the program is based on the student's level of English proficiency. The purpose of the ELD component is to explicitly and intentionally teach English in order to develop a strong English language foundation in both social and academic settings. ELD also provides a foundation for literacy development (reading and writing) and a pathway leading to the California Common Core State Standards, English Language Arts (ELA) Standards. Both the ELD and ELA standards have the goal of assisting students to develop skills related to cognitive academic proficiency in English.

ELD instruction occurs daily for all English Learners until reclassified to fluent English proficient (RFEP). It is a systematic, explicit component of the English Learner's total educational program. There is no maximum amount of time that might be devoted to ELD. However, the following are the **minimum daily Designated ELD times**:

- *Elementary school (Grades TK/K)*- **30 minutes** per day in addition to reading/language arts;
- *Elementary school (Grades 1-5)* — **45 minutes** per day in addition to reading/language arts;
- *Intermediate school*—**1 period per day**.

Commitment to Special Education Services: Primary and Secondary Programs

English Learners have access to Special Education services just as all other students in the district. The process may begin with a careful review by the Student Study Team of all referrals. This review includes second language surveys, SST Referral forms, modifications and interventions, review of student records, verification of current hearing and vision testing, a parent interview and an interview with student, if age appropriate. This review is required to determine if Special Education assessment is needed and to determine if student performance is reflective of expected patterns of the student's second language acquisition, based on schooling and time in this country and that growth is being made. When it is determined that an English Learner needs to be assessed, testing will be initiated upon parent's written approval. When appropriate, assessments will be conducted in the primary language of the student, or English, or both, making certain that cultural and linguistic differences are taken into consideration when determining eligibility.

Instructional decisions related to the student's language acquisition status must be described in the Individualized Education Program (IEP). When a student qualifies for Special Education Services, linguistically and developmentally appropriate goals and objectives are written based on the student's needs. The IEP will include goals that address English Language Development and goals that support access to the content areas through primary language instruction and/or support.

In Special Day Classes (SDC), the Special Education staff provides ELD instruction to the English Learner. Bilingual Instructional Assistants may be assigned to the program to provide direct support to English Learners with an IEP.

EL Roadmap Principle 1E (English Learners with Disabilities)

Gifted and Talented Education (GATE)

Oxnard School District is committed to ensure equity in the Gifted and Talented Education (GATE) program. The district ensures equal access to all English Learners through its identification, referral process, and testing and teaching methodologies in its GATE program. It is the intent of the GATE program to place special emphasis on identifying students from varying backgrounds. Multiple criteria are employed to ensure that giftedness and talent are not overlooked as a result of a lack of English language proficiency or among students who may not be experiencing academic success. Students will be screened in grade 2 and tested through teacher and/or parent referral in grades 3 -8. GATE testing is conducted in Spanish and English. Site administrators and/or site designee GATE coordinators work with school staff and parents to inform all about the GATE referral process, testing process, and GATE services. All GATE requirements must adhere to the Federal Program Monitoring (FPM) regulations and OSD Board policies.

Chapter FOUR

Monitoring of Student Progress and Reclassification

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Chapter 4: Monitoring of Student Progress and Reclassification

Overview

Chapter 4 provides information about state and district assessments used in Oxnard School District to monitor English Learner's academic and linguistic progress toward meeting benchmark expectations. Standardized and curriculum-embedded assessments are identified and described for grade level spans and instructional program types. This chapter also provides information about the district's Language Appraisal Team (LAT) and Reclassification processes and procedures.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

II-EL 06: English Learner Identification and Assessment

6.3 Each LEA must annually assess the English language development and academic progress of each English learner. (*EC* §§ 313, 60810) (5 *CCR* § 11306.)

6.4 All currently enrolled English learners must be assessed for English language proficiency by administering the current California English language proficiency assessment during the annual assessment window. (*EC* §§ 313, 60810) (5 *CCR* § 11511(b).)

6.5 Each English learner on an active individual Education Plan (IEP) or Section 504 plan must be annually assessed for English language development using the accommodations, modifications, or alternate assessments for the current California English language proficiency assessment if specified in the pupil's IEP or Section 504 Plan. (5 *CCR* § 11516.5)

IV-EL 14: Reclassification

IV-EL 14. The LEA must reclassify a pupil from EL to proficient in English by using a process and criteria that include, but are not limited to: (a) Assessment of English language proficiency (*EC* § 313(d)(1); 5 *CCR* § 11303(a).) (b) Comparison of student's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient students of the same age that demonstrate whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English. (*EC* § 313(d)(4); 5 *CCR* § 11303(d).) (c) Teacher evaluation that includes, but is not limited to, the student's academic performance. "Teacher" refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the student. (*EC* § 313(d) (2); 5 *CCR* § 11303(b).) (d) Opportunities for parent opinion and consultation during the reclassification process. (*EC* § 313(d) (3); 5 *CCR* § 11303(c).)

Assessments Used to Monitor Student Progress

The California English Language Arts/English Language Development Framework (2014) details two purposes for assessment: (1) Formative (assessment ***for*** learning) defined as the provision of "information about student learning minute-by-minute, day-to-day, and week-to-week so that teachers continuously adapt instruction to meet students' specific needs and secure progress" (CA ELA/ELD Framework, 2014 – Chapter 8, p. 822); and (2) Summative (assessment ***of*** learning) intended to "provide information on students' current levels of achievement after a period of learning has occurred" (CA ELA/ELD Framework, 2014 – Chapter 8, p. 823).

Oxnard School District monitors student progress at least annually, based on a set of state-mandated and district-adopted assessments. These assessments are used to determine English language proficiency as well as to evaluate students' academic performance. They include:

- State-mandated English language proficiency assessments; ELPAC
- State-mandated summative assessments for English Language Arts and Mathematics
- District-adopted summative and formative assessments aligned to Common Core State Standards (CCSS) for English Language Arts, Spanish Language Arts (for Transitional Bilingual Education and Dual Language) Mathematics, and the California ELD Standards for language proficiency

EL Roadmap Principle 3C (Reliable Assessments)

State-Mandated English Language Proficiency Assessments

Districts are required by state and federal law (California Education Code [EC] 313 and 60810) to administer an annual assessment of progress in English language proficiency for all students who have been previously identified as English Learners. The current English language proficiency (ELP) assessment in California is the English Language Proficiency Assessment of California (ELPAC) and is aligned to the CA 2012 ELD standards. It assesses students in four domains: Listening, Speaking, Reading, and Writing. Federal and state laws require that California's ELD test be aligned with state-adopted ELD Standards. In California, the State Board of Education

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adopted revised ELD Standards in 2012. Table 4.1 details how and when the annual state-mandated ELP assessments are administered in Oxnard School District.

Table 4.1 English Language Development Proficiency Assessments

Assessments Instruments	Type	Grade Level and Type of Program	Description	Administration Time Line and Personnel
English Language Proficiency Assessments for California (ELPAC)	State-mandated Initial Summative	TK – 8 Structured English Immersion (SEI) English Language Mainstream (ELM) Dual Language (DL)	Assess listening, speaking, reading and writing in English State-mandated instrument	**Initially**: At registration: Legal allowance – within 30 calendar days from date of registration ***(Enrollment Center Staff)*** **Annually**: February - May ***(Classroom Teacher, Enrollment Center Staff)***

District-Adopted Language Proficiency Benchmark Assessments

Oxnard School District utilizes district-adopted formative and summative assessments to monitor students' language proficiency progress during each academic year. These assessments monitor English language acquisition for students in all English Learner instructional programs to ensure every student is on target for meeting district and state proficiency-growth expectations. In addition to English proficiency assessments, students enrolled in Dual Language (DL) programs are assessed on their Spanish language development progress. Table 4.2 specifies these assessments.

Table 4.2 English and Spanish Language Development Proficiency Assessments

Assessments Instrument(s)	Type	Grade Level and Type of Program	Description	Administration Time Line and Personnel
English Standardized Language Proficiency Assessment	District-adopted Summative	TK – 8 SEI ELM TBE DL	Standardized Assessment of listening, speaking, reading, writing	**Initial**: **For all new enrollees:** Used as a diagnostic tool upon enrollment, if prior to July ***(Enrollment Center Staff)*** **Annually:** Administered at a different time than the ELPAC assessment.
Curriculum-embedded	District-adopted Summative and Formative	TK-8 SEI ELM TBE DL	Assess progress in listening, speaking, reading, and writing proficiency in English Based on the use of district adopted ELD materials	On-going ***(Classroom Teacher)***
Local District Spanish Language Proficiency Assessment	District-adopted Summative	TK – 8 Dual Language	Local District assessments of listening, speaking, reading, writing Provides diagnostic assessment of progress in DL programs and Spanish language proficiency	**Initial**: **For all new enrollees -** Used as a diagnostic tool upon enrollment ***(Enrollment Center Staff)*** **Annually:** Two times per year Mid-year and End of Year ***(Classroom Teacher)***
Curriculum-embedded	District-adopted Summative and Formative	TK-8 DL	Assess progress in listening, speaking, reading, and writing proficiency in Spanish Based on the use of Spanish core materials and CCSS	On-going ***(Classroom Teacher)***

State-Mandated and District-Adopted Academic Achievement Assessments

The California Assessment of Student Performance and Progress (CAASPP) assessment system was established as a result of the passage of California Assembly Bill 484 (2013). Student performance in grades 3-11 is assessed in ELA and Math using the Smarter Balanced Assessment Consortium (SBAC) summative assessments. State-mandated assessments are taken by all students regardless of their language classification. However, English Learners who have been in the United States for less than 12 months are exempt from taking the ELA portion of the CAASPP assessment.

All students with disabilities participate in statewide assessments, with the exception of students who cannot achieve at or near grade level as identified by the members of the IEP Team (CA ELA/ELD Framework, 2014 – Chapter 8, p. 861). The California Alternate Assessments (CAAs) for English Language Arts (ELA) and Mathematics are given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAA

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items are aligned with alternate achievement standards, which are linked with the Common Core State Standards (CCSS) for students with significant cognitive disabilities. http://www.cde.ca.gov/ta/tg/ca/altassessment.asp)

In addition to state-mandated assessments, district-adopted summative and formative assessments are given during the year to monitor students' academic progress in language arts and math. Curriculum embedded assessments in language arts are taken in English by English Learners in the Structured English Immersion (SEI), English Language Mainstream (ELM) and Dual Language programs, and in Spanish by students being instructed in Spanish reading in alternative program classrooms (see Table 4.3).

Table 4.3 English and Spanish Academic Achievement Assessments

Assessments Instruments	Type	Grade Level and Type of Program	Description	Administration Time Line and Personnel
CAASPP (SBAC) English	State-mandated Summative	3-8 Structured English Immersion (SEI) English Language Mainstream (ELM) Transitional Bilingual Education (TBE) Dual Language (DL)	On-line assessment system aligned to the Common Core State Standards (CCSS) English Language Arts Mathematics	**Annually:** Spring ***(Classroom Teacher)***
English Standardized Assessments	District-adopted	K-8 SEI ELM TBE DL	K-8 assessment allowing educators to screen and group students for targeted instruction, measure student growth, predict performance on CAASPP, and monitor achievement on CCSS	**On-going:** Typically 1x per trimester ***(Classroom Teacher)***
English Curriculum-embedded	District-adopted Summative and Formative	TK-8 SEI ELM TBE DL	Assess academic progress in designated content areas taught in English, according to program design (see Chapter 3, Instructional Programs) Based on the use of core content state-adopted materials	**On-going** ***(Classroom Teacher)***
Spanish Curriculum-embedded	District-adopted Summative and Formative	TK-8 TBE DL	Assess academic progress in designated content areas taught in Spanish, according to program design (see Chapter 3, Instructional Programs) Based on the use of core content standards based materials	On-going ***(Classroom Teacher)***

Use of Assessment Data for Instructional Planning

Student assessment results are maintained in electronic form in the district student information system. This allows for rapid access to results in a variety of formats. This system also allows for the retrieval of information related specifically to the progress of English Learners, including enrollment patterns, language proficiency levels, instructional program placement, academic performance, and intermediate grade-level course assignments. This information is used for a variety of purposes, including (but not limited to) information that relates to reclassification and identification of students in need of a language and learning review to ascertain approaches for differentiated instruction.

Teachers use the core language arts and mathematics curriculum-embedded assessments to analyze student progress for planning differentiated instruction and to provide classroom interventions as appropriate. State-mandated English Language Proficiency data (ELPAC), supplemented by other standardized or curriculum-embedded language proficiency assessments, are used for instructional grouping in ELD at the elementary level, and student placement in ELD courses in the intermediate schools. Teachers use formative assessments in ELD to identify areas of progress, grouping needs and modification of instruction to meet individual needs. CAASPP results for both ELA and Spanish are used in conjunction with diagnostic tests in the language arts and mathematics curricula to identify students in need of interventions. Grade level and/or department teams regularly meet to examine student data, determine short-term needs, and plan instruction accordingly. These meetings may include assignment of English Learners to appropriate interventions. Site administrators are responsible to monitor progress for all students.

Language Appraisal Team (LAT)

Each school site assembles a Language Appraisal Team (LAT) to monitor the progress of English Learners. The LAT can be an extended function of the Student Study Team (SST).
The LAT is responsible for providing oversight and guidance in the following areas:

- Monitoring and review of ELs language and academic development
- Reviewing overall and annual representation of ELs in special education services

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- Reviewing EL instructional program placement, progress, and intervention
- Monitoring progress of RFEP students

Language Appraisal Team Procedures

Although the LAT can be an extended function of the Student Study Team (SST), there is specific attention to language and academic achievement of English Learners during meetings that focus on monitoring English Learner progress. The following prompts are included on the LAT form (EL 07 – Language Appraisal Team Monitoring Form), which serves as an extension of the SST Referral form:

- Type of EL program services
- Duration of EL program services
- Concerns specific to language development (primary language and English)
- In-classroom interventions specific to language development (current year and previous years)
- Comments or concerns documented from parent conferences/meetings
- Other factors: attendance, health, school history

Table 4.4 delineates recommended time frames for the site-level SST team to incorporate the LAT functions and identify action steps.

Table 4.4 Language Appraisal Team Procedures

TIME FRAME	PURPOSE	POSSIBLE ACTION(S)
Fall, Annually	Site LAT reviews the ELPAC scores, benchmark assessment results, and classroom performance of all English Learners and identifies students not meeting growth expectations	Prioritize EL students that can be recommended for case analysis at a LAT meeting
Quarterly, Schedule LAT Meetings	Use multiple data sources to analyze language and academic progress and program participation Identify intervention or extended services and/or analyze previously provided services	Recommend appropriate action and document next steps, including timelines and person(s) responsible Review recommendation with parents and seek parental input All meeting notes and LAT discussion records are kept in the student's English Learner Folder

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Multi-tiered System of Supports and English Learners

Oxnard School District uses Multi-Tiered System of Supports (MTSS) for data-based decision making, problem-solving, and professional development to focus on quality instruction, identify student instructional needs, continually monitor student progress, and provide evidence-based interventions. The LAT applies the MTSS model (see Figure 1) to enact the multi-level instructional system in order to maximize student achievement and to reduce behavioral problems (CDE, ELA/ELD Framework, Chapter 9, p. 913).

MTSS is defined as a whole-school, data-driven, prevention-based framework for improving learning outcomes for EVERY student through a layered continuum of evidence-based practices and systems (see Figure 1).

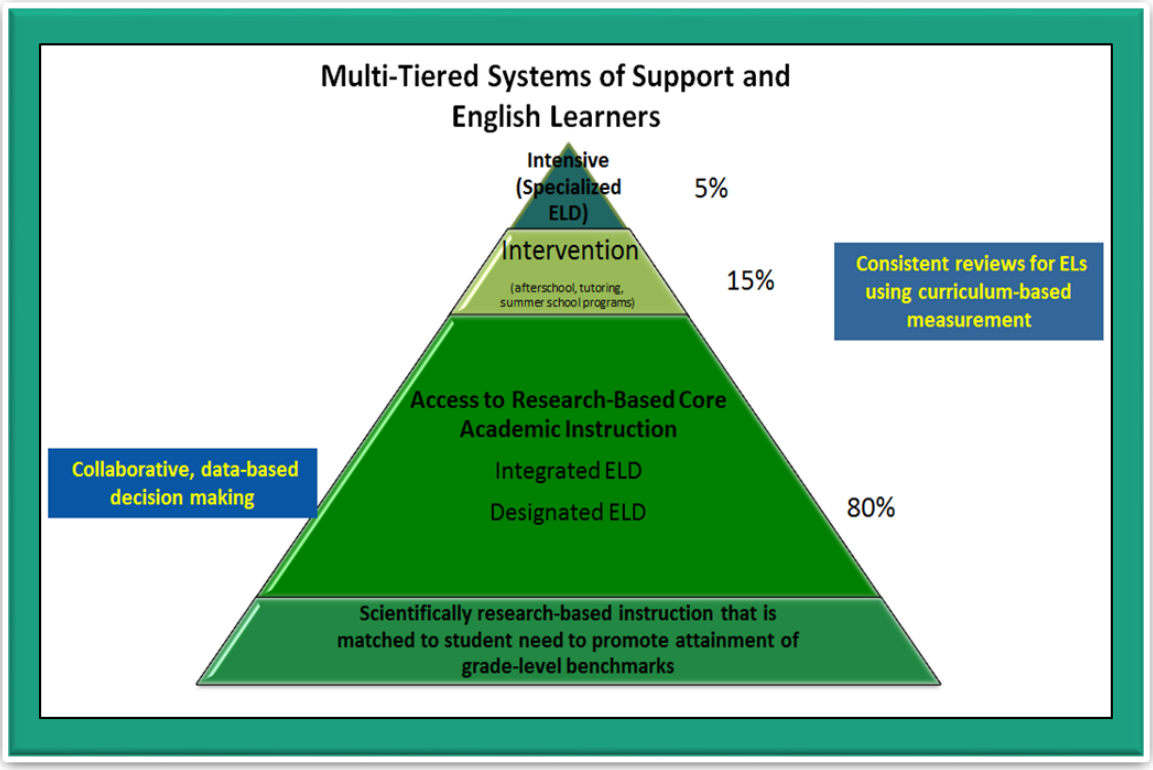

Figure 1: Multi-Tiered System of Supports for English Learners

Reclassification Criteria and Process

The California Department of Education's English Learner Reclassification Guidelines stipulate the following criteria:

> The LEA must reclassify a pupil from EL to proficient in English by using a process and criteria that include, but are not limited to:
>
> (a) Assessment of English language proficiency (*EC* § 313(d)(1); 5 *CCR* § 11303(a).)
>
> (b) Comparison of pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate whether the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English. (*EC* § 313(d)(4); 5 *CCR* § 11303(d).)
>
> (c) Teacher evaluation that includes, but is not limited to, the pupil's academic performance. ("Teacher" refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the pupil.) (*EC* § 313(d)(2); 5 *CCR* § 11303(b).)
>
> (d) Opportunities for parent opinion and consultation during the reclassification process. (*EC* § 313(d)(3); 5 *CCR* § 11303(c).)

Oxnard School District's RFEP criteria adhere to state guidance and are outlined in Table 4.5.

Table 4.5 Reclassification Criteria

Area	Data Gathered	Reclassification Criteria
English Language Proficiency	Most recent state-mandated English language proficiency assessment (ELPAC)	Overall level: ELPAC Bridging Listening: ELPAC Expanding or higher Speaking: ELPAC Expanding or higher Reading: ELPAC Expanding or higher Writing: ELPAC Expanding or higher
Academic Criteria	Academic Assessment data to determine if English Learner student has sufficient English proficiency to be reclassified as a fluent English speaker.	**Grades K-8** Local Assessment Data
Teacher Evaluation	Teacher's recommendation form, student work samples, and current report card	**Grades K-5** • Teacher completes required forms and attaches student work that demonstrates satisfactory achievement in grade-level academic core area • Report card indicates that student is approaching standards in all areas • Student is approaching or meeting grade level benchmarks in English reading **Grades 6-8:** • Performs at or above grade level • Minimum of "C" in academic areas on most current report card • Student is approaching or meeting grade level benchmarks in English reading and writing
Parent Opinion	Description and results of consultation with parent	After reviewing the data the parent agrees that reclassification is appropriate

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Steps for Reclassification

1. Site administrators, with support and guidance from the English Learner Services Department, will monitor progress toward attaining RFEP criteria. As part of on-going progress reporting, parents are informed of the child's progress toward meeting all RFEP criteria.

2. Site administrators will secure participation of the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the pupil (*5 CCR* 11303[b])

- The Teacher recommendation is based on documented academic performance in Core Curricular Areas.
- Other factors not related to academic success or English Language proficiency should not preclude student from reclassification.

3. Parent opinion and consultation during the reclassification process (*EC* 313; *5 CCR* 11303[c])

- Site administrators will provide notice to parents and guardians of their right to review RFEP data, seek parent/guardian opinion and consultation, and encourage participation during the reclassification process.
- Parent contact may be made *face to face, by telephone* or *letter.*
- Additional steps for encouraging parental involvement in the process may include:
    - Meeting with parents of English Learners who are close to meeting reclassification criteria, to explain the process and steps needed to reach the goal.
    - Inviting parents to a group meeting to explain that their child has met all the criteria to be reclassified, celebrate the accomplishment, and explain that staff will monitor their student's academic performance for at least two additional years. Students are also included in this meeting/celebration.

4. The site level team including, but not limited to, the Principal, Teacher and TOSA will review the evidence of student performance data. (EL-08 Student Reclassification Form). The team will:

- Review all the student performance data.
- Review the teacher recommendation data.
- Take into consideration any concerns raised by the parent/guardian.
- Take a recommendation to reclassify or not to reclassify the student based on the evidence of the student performance data presented.

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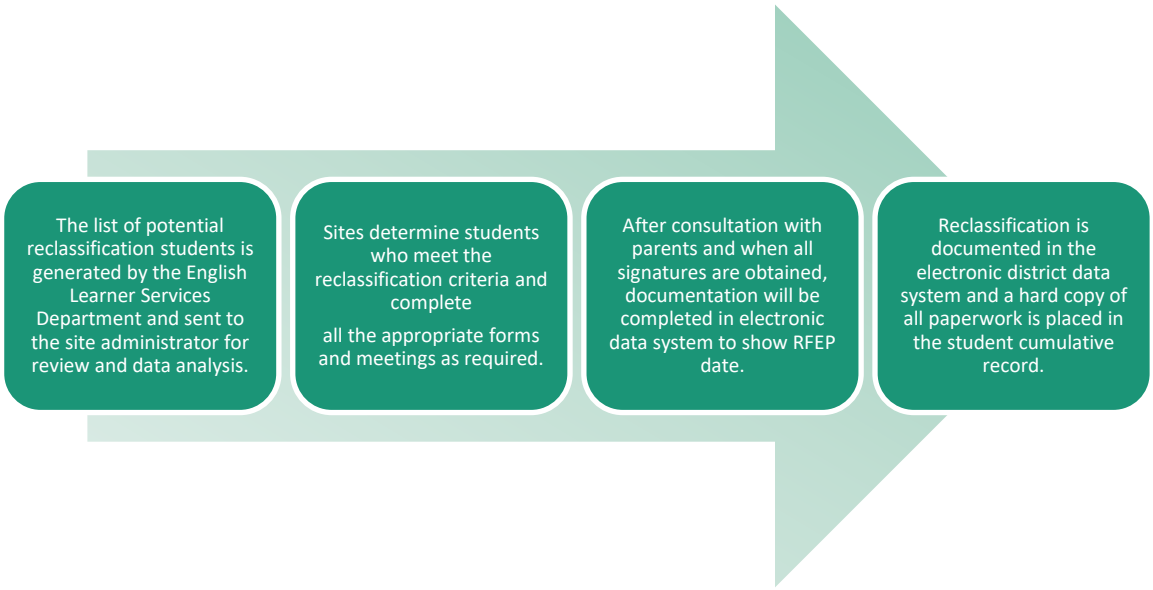
The student is then coded as reclassified in the district student information system. This enables district personnel to monitor all reclassified students for a minimum of two years in order to ensure correct classification, placement, and additional academic support to ensure ongoing success in the mainstream program.

Figure 4.1 Overview of RFEP Process



Provision for Reclassification of English Learners with Disabilities

If an English Learner student has an Individualized Education Program (IEP), the following procedures are followed:

Students with Mild/Moderate Disabilities

The reclassification process used for general education students is also used for students with IEPs who are being instructed using the general education curriculum with accommodations and/or modifications. The student's Case Manager is included as a LAT Team member. If a student being considered for reclassification fails to meet the reclassification criteria within the expected time frame, the IEP team may determine that due to the nature of the identified student's disability, an alternative reclassification process will be used. Alternative assessments must be identified for use at the Reclassification IEP. Results are compiled and presented to the parents/guardians for review, along with other measures determined by the district to assess student's progress towards

reclassification at which time the IEP team along with parents/guardians determine if reclassification is in the best interest of the student.

Students with Moderate/Severe Disabilities

An alternative reclassification process is used for students with moderate to severe disabilities whose IEP teams have determined that they are unable to participate in one or more parts of the ELPAC even with accommodations and/or modifications. Reclassification for these students is based upon alternative proficiency testing. The IEP team reviews the data and makes the decision about reclassification.

Follow-up Progress Monitoring of Reclassified Students

Site-level administrators are responsible for overseeing the progress monitoring of reclassified English Learners at the end of each grading period for at least four academic years following a student's reclassification (EL-09 Ellevations Monitoring Form). To support sites in this effort, the English Learner Services department will annually generate a list of reclassified students who need to be monitored during the four year monitoring period.

As part of the monitoring process, student performance on critical achievement and performance measures is documented. If a student begins to fall behind on appropriate measures of achievement related to grade level standards, a student/parent/teacher conference is held and the Language Appraisal Team meets to develop an intervention plan for the student. Services that may be provided include but are not limited to:

- Specialized academic assessment
- Tutoring
- Specialized reading instruction
- English Language Development instruction
- Primary language support
- Participation in targeted intervention provided by the school

The student's reclassification form (EL-09 Ellevations Monitoring Form) is reviewed at each monitoring period, documenting continued progress toward proficiency in the content areas. After

four years of monitoring, reclassification student is reviewed to determine that the student demonstrates sufficient progress. Forms documenting this progress (EL-09 Ellevations Monitoring Form) are kept within the students EL data system profile and the monitoring is terminated. If a student does not make sufficient progress, the monitoring process will continue.

Chapter FIVE

English Language Development

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Chapter 5: English Language Development

Overview

Oxnard School District's aim is to provide a comprehensive English Language Development program of study for English Learners in grades TK-8. As part of the District's commitment to provide all students with 21st Century academic, linguistic, and intercultural skills, Chapter 5 provides research-based guidelines for district personnel to implement high quality programs and instruction for English Language Development across the disciplines, including alignments to the California curricular frameworks for the variety of typologies of English Learners.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

VII-EL 19: ELD
VII-EL 19. As part of the core program provided through general funds, each English learner must receive a program of English language acquisition in order to develop proficiency in English as rapidly and effectively as possible, consistent with state priorities. (20 U.S.C. §§ 1703 (f), 6825 (c)(1)(A); *EC* §§ 300, 305, 306, 310, 313.1 (b); 5 *CCR* § 11302(a); *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1009-1011.)

Evidence
ELD course/curriculum descriptions*
Description of core ELD courses and curriculum used in the core in middle grades.

ELD daily/master schedule daily*
ELD schedule for self-contained classes; master schedule containing ELD classes for middle and high school per site reviewed.

ELD instructional materials*
ELD instructional materials list for both core and supplemental programs. ELD placement criteria*

Overview and Guidelines for English Language Development Instruction

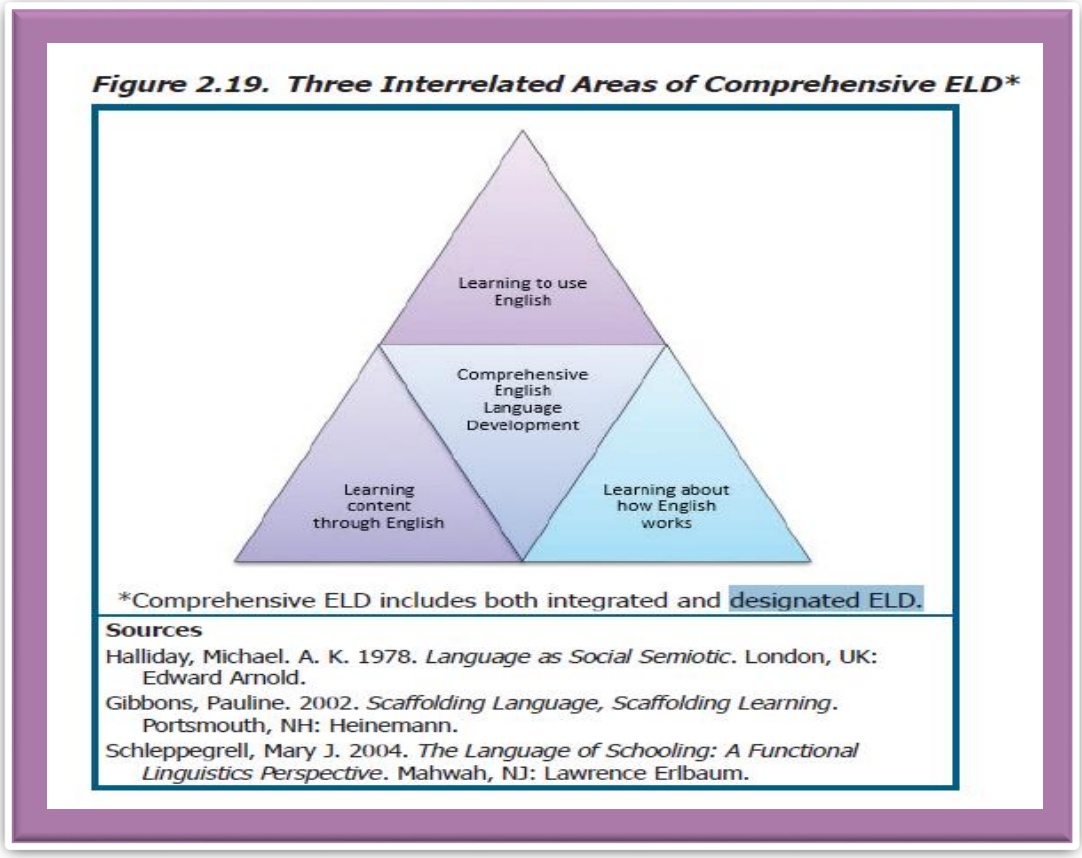
"*Regardless of the ways in which individual schools structure time for designated ELD, all ELs require both integrated and designated ELD*" (CA ELA/ELD Framework, Ch. 6 p. 547).

Oxnard School District implements a Comprehensive English Language Development Program in ALL program options for English Learners (see ELA/ELD Framework Figure 2.19 below). The Comprehensive ELD Program is comprised of both Integrated and Designated ELD, is taught by fully qualified teachers of English Learners and is implemented in accordance with the *California English Language Arts/English Language Development Framework (2014)* as follows (Chapter 2, pp. 106-108; 115-116):

1. "Designated ELD is a protected time during the regular school day when teachers use the CA ELD Standards as the focal standards in ways that build into and from content instruction in order to develop critical English language skills, knowledge abilities needed for content learning in English."

2. Integrated ELD refers to "ELD taught throughout the day and across the disciplines. All teachers with ELs in their classrooms should use the CA ELD Standards in addition to their focal CA CCSS for ELA/Literacy and other content standards to support their ELs' linguistic and academic progress."

California ELA/ELD Framework Comprehensive ELD Figure (Chapter 2, page 59)



The ELD Program is aligned with the 2012 *California English Language Development Standards*. The purpose of the ELD component is to explicitly and intentionally teach English in order to develop a strong English language foundation in both social and academic settings. ELD also provides a foundation for literacy development (reading and writing) and complements and amplifies the English Language Arts CCSS. Both ELD and ELA standards have the goal of assisting students to develop skills related to cognitive academic proficiency in English.

Designated English Language Development

Designated English Language Development is a systematic, explicit component of the English Learner's total educational program and critical to the success of the District's Comprehensive ELD Program. Designated ELD is taught by a credentialed teacher who receives on-going professional development on the implementation of the CA ELD Standards and research-based pedagogy.

EL Roadmap Principle 2G – (Research-Based language support programs)

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Designated ELD instruction is standards-driven, systematically planned, and follows a scope and sequence of language skills to ensure that students learn English within a reasonable amount of time. It is designed to teach English Learners at their proficiency levels as determined by English language assessments, thus ensuring that instruction is differentiated to meet student needs. Students are grouped by proficiency level for Designated ELD and there is a dedicated time for this purpose. The specific plan for accomplishing English Learner instructional grouping will be decided at the school level, based on an analysis of the English proficiency levels of students enrolled at the school. The Assistant Superintendent of Educational Services, in coordination with the English Learner Services Department, will ensure that each school will develop an ELD grouping process with the goal of advancing all English Learners to at least the next proficiency level by the end of the school year.

The *2012 California ELD Standards* provides the expectations and descriptions of achievement at three levels of proficiency: Emerging, Expanding and Bridging. These standards address skills necessary within the collaborative, interpretative and productive communicative modes to become proficient on the CCSS. In addition, the standards call for the acquisition of linguistic resources to be able to understand how English is used to structure text orally or in print and to communicate clearly. Thus, Designated ELD focuses on developing skills to use English to "interact in meaningful ways" and on language itself to develop knowledge of how English works.

Designated ELD involves interaction to provide students the opportunity to acquire English to communicate and collaborate with each other, rather than solely focusing on the language itself (grammar, syntax, coherence).

Grade level considerations for instruction in oral language, reading and writing for Designated ELD grouping include:

- Careful attention to the diversity of strengths and needs of ELs as they enter the District at different points in their school trajectory. Although many ELs enter in TK/K or first grade, others enroll at later grades.

- Assessment of newly arrived ELs, their primary language literacy and degree of formal schooling as well as their level of English proficiency.

- Addressing the specific language development needs of Long-Term ELs (LTELs) and students at risk of becoming LTELS who have not made adequate progress toward language or academic goals even though they have been in U.S. schools for at least 5 years.

Depending on these factors, the main instructional emphasis of Designated ELD will vary. For example, for ELs with low literacy skills in primary language and no or little formal schooling, ELD instruction should emphasize oral language development and foundational skills. On the other hand, the specific needs of LTELs must be addressed during Designated ELD by targeting their instructional and linguistic gaps.

Designated ELD instruction emphasizes the simultaneous development of oral language skills and abilities and the use of the academic language of different text types and curricular disciplines. At the Expanding and Bridging levels of proficiency, English Learners generate increasingly more sophisticated and complex oral and written texts (productive mode) as they move towards full proficiency in English.

Table 5.1. Main Instructional Emphasis of Designated ELD

Grades TK – 1 California ELA/ELD Framework- TK-1st grade*	**Grades 2-5** California ELA/ELD Framework- Grades 2-3* California ELA/ELD Framework- Grades 4-5*	**Grades 6-8** California ELA/ELD Framework- Grades 6-8*
Oral Language Development	Oral Language Development- Registers of English	Reading and Writing of Different Text Genres
Collaborative Conversations	Collaborative Discussions based on content areas and/or text types	Collaborative Discussions based on content areas and/or text types
Social and Academic Vocabulary Development	Academic Vocabulary Development	Academic Vocabulary and Language Development
Reading and Actively Listening from Simple to Complex Texts	Reading: Analyzing how English works in different text genres and content areas	Interpretive Mode (Listening and Reading) in English: • Analyze and evaluate how authors structure arguments, informative/explanatory texts and narratives

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Analyzing and Writing Cohesive Stories	Speaking and Writing: • Develop well-organized, and cohesive extended texts (beyond the sentence level) • Communicate clearly ideas/information/events	Speaking and Writing Across Genres and Content Areas: • Produce complex, well-organized, and cohesive extended visual, oral and written texts • Use discipline-specific knowledge to communicate clearly ideas/information/events
*Click on embedded link to access grade-specific chapters of the California ELA/ELD Framework.		

As illustrated in Table 5.1, Designated ELD instructional time is spent in listening, speaking and collaborating as ways of using, understanding and creating oral and written texts in English. The California ELD Standards identify the interpretive, productive and collaborative modes, as well considerations for language skills needed across proficiency and grade levels. This requires the application and understanding of the processes that need to occur as language is used for different audiences and to generate different text types.

Mandatory Time for Designated ELD Instruction

Designated ELD instruction occurs daily and is delivered by fully credentialed teachers (see Chapter 3) for all English Learners regardless of program option until such time as they reclassify as Fluent English Proficient (RFEP). Table 5.2 shows the ***minimum*** designated ELD instructional time required.

Table 5.2. Mandatory Time for Designated English Language Development Instruction

Grade	Required Daily Minutes of Designated ELD Instruction
TK-K	30 minutes per day
1-5	45 minutes per day
6-8	One period daily in addition to grade-level core English language arts for students who are at ELPAC Emerging and Expanding Levels) For ELPAC Bridging – Daily ELD, leveled and specialized according to students' English proficiency level; ELD may be a designated part of their English Language Arts class as well as through AVID Excel elective.
Newcomer Program 3-5 6-8	Grades 3-5 45 minutes for 2 instructional blocks, including U.S. culture, history and schooling *ELD is consistently implemented and designed to promote second language acquisition of listening, speaking, reading and writing, as well as integrated Grades 6-8 1 period daily of Designated ELD instruction at the student's English proficiency level

Instructional Grouping for Elementary Schools (Grades TK-5)

The goal of instructional grouping in elementary grades is one English Learner proficiency level per group. However, the span may be one level plus one. ELD groups are formed by teachers and the administrator at the site, using student performance on the ELPAC, ELD placement/progress assessments, as well as curriculum-embedded assessments. ELD grouping is reconsidered and adjusted periodically throughout the year, as new evidence of student progress becomes available.

Instructional Grouping for Intermediate Schools (Grades 6-8)

Different groups of ELs present different typologies that must be considered when grouping for instruction in intermediate schools:

- ***Newcomer-*** Newly arrived (twelve months or less) English Learner who is literate in his/her primary language or comes with little or no schooling.

- ***Continuing*** - Middle school English Learner who came from a U.S. elementary school, has been attending school in the U.S. for no more than 5 years, and is making normative progress.

- ***At-Risk of Becoming Long Term English Learner*** - English Learner who has been enrolled in a U.S. school for 4 to 5 years in any of grades three through eight, scores at ELPAC Emerging Level and scores in the fourth year at the "*Not Met"* or "*Nearly Met"* levels on the state required ELA standards-based achievement test. (EC 313.1)

- ***Long Term English Learner*** - Middle school English Learner who has been enrolled in a U.S. school for six years or more, has remained at the same English language proficiency level for two or more consecutive years as determined by the ELPAC and at the "not met" or "nearly met" levels on the state required ELA standards-based achievement test. (EC 313.1)

Table 5.3 below illustrates the sequence of ELD courses to group the different student profiles of English Learners in Grades 6-8.

Table 5.3. Designated ELD Course Sequence, Grades 6-8

Newcomer	Returning/Continuing Student (Normative Progress)	Long Term English Learner (LTEL) and "At-Risk" of Becoming LTEL
ELPAC Emerging or Low Expanding • 1-2 periods daily • Replaces grade-level English course	ELPAC Mid-Expanding • 1 period Designated ELD daily • Concurrent with ELA/Integrated ELD	ELPAC Mid-Expanding • 1 period Designated ELD daily • Concurrent with ELA/Integrated ELD
ELPAC Low Expanding • 1-2 periods daily • No more than 3 years in U.S. schools • Replaces grade-level English course	ELPAC High Expanding and Bridging • **Daily ELD**, leveled and specialized according to students' English proficiency level, may be a designated part of their English Language Arts class • Concurrent with ELA/Integrated ELD	ELPAC High Expanding and Bridging • **Daily ELD**, leveled and specialized according to students' English proficiency level, may be a designated part of their English Language Arts class or AVID Excel • Specialized ELA course for LTELs according to whether they are less than 3 years below grade level or need further development of academic oral language and expository writing: 1 period

Students who are at the ELPAC Moderately Developed to Well Developed level and who do not meet the LTEL definition, may require "less intensive designated support". In such instances, the CA ELA/ELD Framework (2014) has put forth recommendations that consider different school contexts such as low numbers of ELs at a proficiency level. These recommendations include:

a) Extended school day with an extra period that may include non-EL students who need support in development of academic English related to their content learning in their middle school coursework;

b) Designated English Language Development time as part of the English Language Arts class.

In instances where schools choose this structure the teacher is required to plan for, document, and deliver ELD that ensures continued progress toward reclassification. Classes are monitored by the site administrator to ensure that this dedicated time for ELD instruction is effectively implemented.

In order to ensure that consistent criteria and procedures for ELD placement and instruction are in use at all intermediate schools, the district will follow the recommendations put forth in the California ELA/ELD Framework (see Table 5.1) and ensure guidelines for student placement.

Instructional Materials for Designated English Language Development

The current state framework combines ELA/ELD instructional guidelines. School districts periodically adopt ELA/ELD materials. Because such adoptions occur on a cyclical basis, specific titles are not given in this plan. Materials can only be chosen from the state approved ELA/ELD Adoption list found on the California Department of Education website.

The district will convene an adoption committee to review state-adopted, standards-based Language Arts programs for consideration which meet the instructional needs of English Learners.

EL Roadmap Principle 2D~ (Access to full curriculum)

Integrated English Language Development Instruction

Integrated English Language Development is the second component of the District's Comprehensive ELD Program. It is intended to provide English Learners with access to the content in all the curricular areas through the consistent and systematic use of SDAIE methodology. It also intends to develop ELs' linguistic development in those disciplines through instruction of the specific academic language, discourse practices and text types characteristic of each of the content areas. It is important to recognize that acquisition of disciplinary knowledge is interdependent of students' ability to understand and use English for these purposes. To that end, the applicable content standards should be used along with the CA ELD Standards and the focal CA CCSS for ELA/Literacy. The ELD standards inform the teacher of the degree of linguistic scaffolds and supports necessary at a specific proficiency level for ELs to perform collaborative, interpretative and productive tasks across all four language domains as well as to establish reasonable performance expectations commensurate with their level of proficiency.

EL Roadmap Principle 2A~ (Integrated ELD)

Interdisciplinary Instruction and Integrated ELD

Both the CCSS and the ELD Standards call for the integration of the four domains of language: reading, writing, listening and speaking as tools for learning knowledge and skills across the content areas to support the development of the domains themselves. To that end, the ELA/ELD Framework recommends an interdisciplinary approach to instruction in order to increase and facilitate connections between concepts and content areas. This is especially powerful with ELs

and when integrating ELD. As a result, the responsibility for ELD must be shared through collaboration and planning among teachers across and within grade levels at the elementary level, and across departments at the intermediate level in order to successfully implement the CCSS for literacy and the ELD standards *in tandem* with content standards.

EL Roadmap Principle 2B~ (Intellectually rich, standards-based curriculum)

Promoting Collaborative Discussions about Content

A key feature of both the CCSS and ELD Standards is an emphasis on collaborative tasks that promote rich discussions. The ELD standards in Part I-Collaborative Mode and Chapter 2 of the CA ELA/ELD Framework provide guidance for supporting ELs in developing and refining their abilities to participate in academic discussion. For example, providing sentence stems or frequently used phrases, protocols/rules for participation and collaborative structures allow ELs to actively contribute to the discussions.

Supporting Comprehension and Interpretation of Complex Texts

Understanding the profiles of ELs at the different proficiency levels allows teachers to provide the necessary supports for students to interact with complex text. Part II of the ELD Standards – How English Works- along with the Framework provides guidance in planning a structured approach to analyzing the language in a text. This is so ELs may gradually grow in their understanding of how different language resources are used to make meaning, e.g., text structure, figurative language, general and specific vocabulary.

EL Roadmap Principle 2C~ (High expectations)

Supporting Academic Writing and Speaking

Part II of the ELD Standards also offers critical guidance in how to support ELs at the different proficiency levels in writing narrative, informational and argument/opinion texts and in formal speaking. For example, ELs need to understand how texts are built before they move into the writing process. Linguistic and cognitive scaffolds such as graphic organizers and paragraph frames can prepare students to develop a draft of an essay. Models or master texts are read and studied to understand the way they are structured and organized. Additionally a variety of language resources can be used to build cohesion in the oral and written texts.

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Instructional Materials for Integrated English Language Development

In addition to district-adopted programs for all content areas, supplemental materials and resources such as realia, photos, literature, informational texts and media that facilitate comprehension and increase access to the content may be utilized.

EL Roadmap Principle 2F~ (Rigorous instructional materials)

Monitoring Student Progress in English Language Development

Oxnard School District employs a summative and formative assessment system to monitor and support student progress in English Language Development (Please see Chapter 4: Monitoring of Student Progress and Reclassification).

The following assessments are used to evaluate the progress of English Learners in acquiring English language proficiency:

- **Summative Assessment (State-mandated)**: English Language Proficiency Assessment of California (ELPAC)
- **Summative Assessment (District-adopted):** Standardized Language Proficiency Assessment.
- **Summative and Formative Assessment (District-adopted)**: Curriculum-embedded assessments from the Designated ELD materials.

Normative Progress - English Learners Who are Meeting Academic and English Language Development Benchmarks

Students who are making "normative progress" are typically showing expected growth on the ELPAC at the rate recommended by the state, and are scoring "*Met"* or "*Nearly Met"* on the CAASPP-ELA and Math (third grade and up), or meeting benchmarks on district established literacy and numeracy benchmarks in TK/K – Grade 2.

In the elementary grades, these students should move along a pathway leading to the English

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Language Mainstream setting. Some will begin in SEI, with reclassification and assignment to ELM before promotion to intermediate grades. Those who begin in Dual Language programs will typically remain in that program after reclassification.

In the Intermediate grades (6-8), student placement in an ELD course level is based on initial or annual assessment scores on the ELPAC. The ELD course placement is flexible with respect to duration, in order to allow a student to move during the year, when assessment results indicate the student is ready.

Change in ELD course placement will be based on the following:

- ELPAC
- Course performance
- District-Adopted English Language Development Proficiency Assessment
- ELD curriculum-embedded assessments
- Teacher recommendation

Interventions for English Language Development

Multi-Tiered Systems of Supports (MTSS) is used with English Learners to identify student instructional needs, continually monitor student progress, and provide evidence-based interventions. Each school site assembles a Language Appraisal Team (LAT) to monitor the progress of English Learners. The LAT also reviews students who are Long Term English Learners or who are at "at risk" of becoming Long Term English Learners.

Long-Term English Learners, Grades 6-8

AB 2193 was signed into law in September 2012 adding EC 313.1 and 313.2 to California's Education Code. A Long Term English Learner (LTEL) is defined in EC 313.1 as an English Learner who meets the following:

- Is enrolled in any of grades six to twelve;
- Has been enrolled in schools in the United States for six years or more;
- Has remained at the same ELP level for two or more consecutive years as determined by the ELPAC and

- Scores "*Nearly Met"* or "*Does Not Meet"* on the English-Language Arts standards-based achievement test

An English Learner at risk of becoming a LTEL meets the following description:

- Is enrolled in any of grades three to twelve, inclusive;
- In schools in the United States for four to five years;
- Scores at the Somewhat to Moderately Developed level or below on the ELPAC and
- Scores in the fourth year at "*Does Not Meet"* or "*Nearly Met"* basic level on the English-Language Arts standards based achievement test

Olsen's (2010) research report, *Reparable Harm* points to the need for a dedicated class and curriculum that addresses the unique needs of LTELs. These students often have the English oral skills to function in the everyday world outside the classroom but lack the academic language skills necessary to succeed in the school setting.

The typology of LTELs groups these students into two categories with specific needs:

1. LTELs whose literacy skills are three or more years below grade level.
2. LTELs who have not met all the reclassification criteria and need further development of academic oral language and expository writing.

LTEL courses utilize state-adopted, standards aligned instructional materials for Specialized Designated English Language Development designed specifically to address the needs of LTELs and students at-risk of becoming LTELs. In addition, these students enroll in their grade level English Language Arts course.

The courses incorporate these essential components identified by Olsen for an effective LTEL course:

- Consistent academic routines

- Goal setting: understand why they are and where they are as English Learners as well as what it means
- Community and Relationships: explicit confidence building strategies, knowing how they are performing, allowing for student voice and input, etc.

At middle schools lacking sufficient numbers of LTELs to offer both courses, the Language Appraisal Team will carefully consider the needs of students who do not meet the placement criteria and will identify a setting in which the student will receive the Designated ELD instruction that best meets his or her language needs and provides the supports needed.

LTELs who are enrolled in these Specialized Designated ELD courses should be carefully monitored with the support and collaboration of the Language Appraisal Team. Students who complete these courses and do not meet the reclassification criteria need to be considered on an individual basis for specific interventions.

English Language Development for English Learners with Disabilities

Instructional decisions related to a student's language acquisition status must be described in the Individualized Education Plan (IEP). When a student qualifies for Special Education services, linguistically and developmentally appropriate goals and objectives are written based on the student's needs. The IEP will include goals that address English Language Development.

English Learners with an IEP in grades K–8 in general education classes receive Designated and Integrated ELD instruction from the general education teacher. In SDC classes, the Special Education staff provides ELD instruction to the English Learner. Bilingual Instructional Assistants may be assigned to the program to provide direct support to English Learners with an IEP.

Chapter SIX

Access to Core

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Chapter 6: Access to Core

Overview

Chapter 6 focuses on key elements that ensure that all English Learners have access to standards-based core curriculum and academic instruction that is designed and implemented based on research-based practices. A description of Integrated English Language Development for content areas is provided, including the use of Specially Designed Academic Instruction in English (SDAIE) strategies, along with the use of primary language support and instruction. Structures for providing programming responsive to EL needs and interventions in core academic content areas are also presented in this chapter.

Oxnard School District has an integrated, multi-tiered system of instruction, assessment and intervention designed to meet the achievement and behavioral needs of all students. Supports include interventions, Special Education, Title I, English Learner, American-Indian, and enrichment for gifted students**.** According to the California ELA/ELD Framework, site level data are examined to identify school and grade level trends, evaluate the effectiveness of the curricula, inform goal setting, and identify students in need of additional assessment or instruction. At the district level, data on student learning are used to guide curriculum improvement, recommend innovations and sustain practices, target services and supports across schools, and guide the allocation of resources for professional learning. Under MTSS, all students are provided high quality first instruction. The hallmark of first instruction is equity and access. Those for whom initial instruction is ineffective are provided supplemental instruction. Students who experience considerable difficulty are provided more intensive intervention.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

III-EL 11: Supplement, Not Supplant, with Title III & EIA-LEP III-EL11. General fund resources must be used to provide services and programs for English learners, including English language development and access to the core curriculum. The provision of such services and programs must not be contingent on the receipt of state or federal supplementary funds.

Section VII. Teaching and Learning
VII-EL 20: Access to the Core Subject Matter
VII-EL 20. Academic instruction for ELs must be designed and implemented to ensure that English learners meet the district's content and performance standards for their respective grade levels within a reasonable amount of time.

20.1 The LEA must have a means to assist English learners to achieve at high levels in the core academic subjects to ensure that they meet the same challenging state content and achievement goals all children are expected to meet.
20.2 The LEA shall continue to monitor student academic progress and provide additional and appropriate educational services to ELs in kindergarten through grade 12 for the purposes of overcoming language barriers. Actions to overcome academic barriers must be taken before the deficits become irreparable.
(20 U.S.C. §§ 1703 (f), 6312, 6825 (c)(1)(B); *EC* §§ 306, 310; 5 *CCR* § 11302(b); *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1009-1011].)

Overview and Guidelines for Integrated English Language Development in the Content Areas

English Learners are provided with access to well-articulated, standards-based core curriculum. In Structured English Immersion (SEI) and English Language Mainstream (ELM) settings, the core instruction occurs in English, along with Integrated English Language Development Instruction including Specially Designed Academic Instruction in English (SDAIE**)** strategies and primary language support as needed to ensure access to the core curriculum. A full description of SEI and ELM programs is provided in Chapter 3. According to the California Department of Education, Integrated ELD, including SDAIE must be designed for non-native speakers of English and focused on increasing the comprehensibility of the academic courses normally provided to FEP and English-only students in the district. Integrated ELD, including SDAIE must be provided by an authorized teacher (either certified or in training for the type of service provided).

In the alternative programs of Dual Language and Transitional Bilingual Education, access to the core curriculum is mediated through direct instruction in Spanish as well as in English, making use of SDAIE strategies to facilitate access to the content and accompanied by Integrated ELD instruction an important element of the program. In these alternative programs, literacy development and content instruction is available in both languages according to the language ratio of the implementation model followed for the instruction of all participating students. A full description of alternative programs is provided in Chapter 3.

Regardless of instructional program, any instruction for ELs in the content areas that is delivered in English must be accompanied by Integrated English Language Development instruction.
The California ELA/ELD Framework refers to "ELD taught throughout the day and across the disciplines. All teachers with ELs in their classrooms should use the CA ELD Standards in addition to their focal CA CCSS for ELA/Literacy and other content standards to support their ELs' linguistic and academic progress." (CA ELA/ELD Framework, Chapter 2, pp. 106-108)

Core Curriculum instruction for ELs is guided by the appropriate curricular area standards (e.g. Mathematics, Next Generation Science, History/Social Science), the California English Language Development Standards, and the CCSS for literacy.

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Elementary and Intermediate Grade Access to Core Curriculum

At the elementary level (TK-5), teachers are responsible for the delivery of all core content instruction and ensuring that content is accessible to English Learners through the use of Integrated English Language Development strategies. At the intermediate level, core content teachers are responsible for the delivery of content instruction incorporating Integrated English Language Development and SDAIE strategies.

Sheltered/SDAIE/Integrated ELD core content courses should be equal in rigor and must address all the essential subject matter standards taught in English Language Mainstream courses and promote acquisition of academic language guided by the ELD Standards as specified in the section below.

Integrated English Language Development and SDAIE strategies

Access to Core Curriculum requires attention to two areas: 1) the development of academic language in each of the core content areas needed for academic success by the intentional teaching of the language of the discipline through Integrated ELD instruction and 2) the use of SDAIE methodology (specific sheltered instructional strategies) to make the content comprehensible.

AREA #1 - Integrated ELD

In the course of learning the core content, ELs need to be provided with multiple opportunities to read, analyze and create texts of different types (Part I - ELD Standards: interpretive, and productive modes). They also need rich and varied opportunities for collaboration and interaction to use language to gain and exchange information and ideas (Part I - ELD Standards: collaborative mode). Guided by the ELD standards, teachers will need to provide different degrees of language scaffolds to support students' abilities to accomplish these tasks. Part of these scaffolds involve unpacking the meaning of the texts they encounter by analyzing the vocabulary and syntax used in sentences as well as the way the text is organized and structured in order to not only better comprehend the topic but also the language of the discipline (Part II - ELD Standards: language processes).

Examples on how to promote academic language development are derived from research and delineated in the CA ELA/ELD Framework[7]. The following are some critical strategies used to promote academic language development:

1. Le planning approach;
2. Choose rich and worthwhile text and topics for discussion;
3. Post frequently used phrases that facilitate turn-taking, elaborations and extensions during small group discussions or collaborative learning;
4. Chart domain-specific vocabulary as reference for student use in discussions and writing;
5. Structure collaborative activities in such a way that students use the vocabulary in purposeful ways;
6. Provide open sentence frames that allow for use of target academic language and more extended discourse;
7. Show models of how language resources are used to make meaning, such as how a writer presents evidence to support an argument;
8. Guide the analysis of different text type organization and the connecting and transitional words that make it cohesive; and
9. Tap into students' primary language knowledge such as cognates.

EL Roadmap Principle 2A~ (Integrated ELD)

AREA #2: Specially Designed Academic Instruction in English (SDAIE) Strategies

Saunders (2010), stipulates that the primary goal of SDAIE, or sheltered instruction, is to teach the skills and knowledge identified in the content area standards (CCSS, Mathematics, Science/NGSS, etc.) and frameworks. Critical features of SDAIE that make instruction comprehensible and meaningful to ELs, must take into account an English Learner's proficiency

[7] California Department of Education (2014). English Language Arts/English Language Development Framework.

California Department of Education (CDE). (2010a). *Improving Education for English Learners: Research-Based Approaches*. Sacramento: California Department of Education.

Nagy, W, García, G., Durgunoglu, A. & Hancin-Bhatt, B. (1993). Spanish/English Bilingual Students' Use of Cognates in English Reading. *Journal of Reading Behavior*. 25: 241–259.

level and the linguistic demands of the lesson. Examples of such strategies are derived from research[8].

1. Contextualizing instruction—liberal use of non-verbal language, visual support materials, realia, graphic organizers, oral/verbal amplification, in order to provide students with a variety of resources in the environment that they can use to construct meaning;
2. Using language modifications such as pause time, questioning, pacing and highlighting;
3. Using task-based instruction, allowing students to work with concepts and the language of those concepts in a variety of ways (such as drama, drawing, mapping out the concepts, or using poetry, song, chant, letter writing, journals, graphic organizers, etc. to express and exemplify concepts);
4. Using language-sensitive and culture-sensitive content teaching;
5. Avoiding the use of idioms and cultural reference without explanations;
6. Using accommodations in the learning environment (such as slowing the pace, repetition, chunking information) in order to maximize the number of students able to access the content;
7. Providing opportunities to summarize key learning and ideas, e.g., co-constructing concept charts;
8. Emphasizing the major ideas or organizing principles that underlie the content;
9. Checking for understanding frequently;
10. Tapping prior knowledge from previous learning or personal experience;
11. Integrating assessment and instruction on an ongoing basis through observations, portfolios, journals and analysis of student work;
12. Providing access to large collections of appropriate age-level literature and informational texts within the student's assessed Zone of Proximal Development.

` ***EL Roadmap Principle 2D~ (Access to the full curriculum)***

[8] California Department of Education (CDE). (2010a). *Improving Education for English Learners: Research-Based Approaches*. Sacramento: California Department of Education.

Short, D., &Fitzsimmons, S. (2007). *Double the Work: Challenges and Solutions to Acquiring Language and Academic Literacy for Adolescent English Learners*—A Report to Carnegie Corporation of New York. Washington, DC: Alliance for Excellent Education

Baker, Scott, et al. (2014). *Teaching Academic Content and Literacy to English Learners in Elementary and Middle School* (NCEE 2014–4012).

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Use of Primary Language in Instruction

Research shows that the use of primary language can have a positive effect on the performance of English Learners in English and the home language (Dolson & Burnham, 2011; Collier & Thomas, 2000; Francis, Lesaux, & August, 2006; Genesee, Lindholm-Leary, Saunders & Christian, 2006).

Primary Language Support

Primary language support for ELs is defined as the use of students' home language to facilitate understanding of core content that is taught in English for ELs in Structured English Immersion programs. As per the EL Roadmap, adopted by the California Department of Education in 2017, California has entered a new era of English learner education that embraces linguistic diversity as an asset while providing the supports necessary to allow English learners access to intellectually rich and engaging curriculum. The use of the first language to support understanding by using such strategies as preview or review of lessons is not only appropriate but integral for students who, due to low proficiency, can benefit from such strategies delivered in their primary language.

The following provisions are provided for primary language support when instruction is in English:

- When the teacher is not bilingual a trained bilingual paraeducator may be provided, when available.
- For students with grade level literacy skills in their primary language, a core textbook could be provided (if available). Bilingual dictionaries, trade books and other support materials could also be provided.
- Use of parent volunteers or community members for language and literacy support
- Attention to and deliberate instruction of transferable skills such as cognates and prefixes and suffixes.

Primary Language Instruction

Dual Language (DLI) programs provide access to the core curriculum by using the primary language (Spanish) as the medium of instruction during Spanish Language portion of their day. For students in these programs—especially those at the Emerging and Expanding levels of English acquisition—primary language instruction is an important resource that assists students to master

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grade level standards in the content areas while they are in the process of acquiring English proficiency. For students in the Dual Language Program, an additional goal of target language instruction is to develop bilingualism and Bi-literacy.

EL Roadmap Principle 2E ~ (Home language)

Flexibility of Programing to Meet Student Needs (TK-8)

This section specifies considerations for flexible programming for distinct groups of English Learners in Oxnard School District. For additional detailed information of appropriate placement of EL students, see Chapters 3 (Instructional Program Options) and 5 (English Language Development).

Newly Arrived English Learners with Adequate Formal Schooling

These students may or may not have had some exposure to formal schooling. At the elementary school level, these students are likely to have an adequate background in the core academic subject areas, with the possible exception of English Language Arts. A Dual Language Immersion program would be the optimal placement for continued development of grade-level primary language literacy and content knowledge as well as development and growth in English proficiency. Placement in a Dual Language Immersion would be contingent on parent request and program availability. Students whose parents do not choose the Dual Language Immersion program will be placed in the Newcomer English Language Development Academy (Grades 3-8), or Structured English Immersion programs.

At the intermediate school level, students at ELPAC levels Emerging-Low Expanding typically benefit from a Structured English Immersion placement or may be candidates for placement in the Newcomer English Language Development Academy.

ELPAC Emerging

- Year-long leveled ELD- Minimum 1 period daily
- Sheltered courses at the skill level of the student based on primary language assessment
- Electives that are non-language dependent.

ELPAC Expanding and above students in intermediate schools will need:

- Year-long leveled ELD- Minimum 1 period daily
- Academic content classes taught through Integrated ELD, including SDAIE
- Electives (choice not limited by language proficiency level).

Newly Arrived English Learners with Inadequate Formal Schooling

Immigrant students with little or no prior schooling typically score at the initial levels of reading and writing in their primary language, and have low skill levels in other subject areas as well. Many students arrive with interrupted schooling in their native country and lack the background knowledge necessary for success in a grade level academic program. These students need an academic program that will address their primary language literacy needs. Moreover, the lack of proficiency in English (Emerging and Low Expanding) makes it difficult to access the core content and accelerate the acquisition and learning of English. The Newcomer Program would be appropriate for many of these students.

At the elementary school level, appropriate grade level placement with appropriately leveled ELD is critical. SEI would be generally preferable to an English Language Mainstream setting. Placement in a bilingual program by parent request is optimal for many of the students in this group.

In the intermediate school, students in this category will need an academic program with the following features:

- Year-long leveled ELD- Minimum 1 period daily
- Integrated ELD, including SDAIE content instruction
- Electives that are less language dependent in the beginning years.

Long Term English Learners

2013 California Educational Code 313.1. a & b defines a Long Term English Learner as "an English Learner who is enrolled in any of grades 6 to 12, inclusive, has been enrolled in schools in the United States for six years or more, has remained at the same English language proficiency

level for two or more consecutive years" as determined by the state's annual English language development test.

Long Term English Learners often have high oral fluency in English, and in some cases have attained a "reasonably fluent" level of proficiency, but have not yet achieved the academic criteria to qualify for reclassification. In determining program placement, it is important to first identify the student's academic and linguistic needs and then consider the following in regard to the student's educational history, in order to determine if the student's performance is related to his/her level of English language development, or to other issues that affect academic performance:

- The student's number of years in U.S. schools.
- The quality and consistency of ELD instruction the student has had.
- The consistency of the student's instructional program.

These students require a specialized course of study (see Chapter 3, Table 3.3), and progress should be monitored in order to assign formal interventions that address both language and academic needs.

English Learners Who Are Meeting Academic and English Language Development Benchmarks

These students are typically showing expected growth on the state language assessment and are scoring "*Met*" or "*Nearly Met*" on state mandated academic assessment, or meeting benchmarks on district established literacy and numeracy benchmarks.

In the elementary grades, these students should move along a pathway leading to the English Language Mainstream (ELM) setting. Some will begin in SEI, with reclassification before promotion to intermediate school. Those who begin in Dual Language will typically remain in that program after reclassification.

Student placement at a given ELD level is based on initial assessment scores on the ELPAC for new students, annual ELPAC, or other district language proficiency assessments. Each ELD level is flexible with respect to duration, in order to allow a student to move up a level during the year, when assessment results indicate the student is ready. Students who master the ELD standards are

promoted to the next level or exited from the program. Students may need to remain at a level until they meet requirements for transition to the next level. In order for students to develop proficiency in English as rapidly as possible, students must be able to develop at their own pace, and must be able to move up ELD levels whenever necessary. They should not have to wait until the end of a trimester or course in order to move levels. Change in ELD levels will be based on the following:

- ELPAC progress
- ELD mastery test results
- Classroom performance
- ELD curriculum-embedded assessments
- Teacher recommendation

Intermediate school students in this category will need the following:

- Accelerated ELD, either through an English Language Arts class with accommodations for the student's level of English language development, or an intervention class that addresses both language and literacy skills.
- ELM or SEI instruction in the core academic subjects, provided by an appropriately credentialed teacher with English Learner or Bilingual Authorization (e.g. CLAD or BCLAD).
- Counseling and monitoring to ensure that the student is enrolled in appropriate classes meeting intermediate school promotion requirements.
- Intervention support (before, during or after the school day).
- Possible participation in after school programs and/or summer school when available.

Students who meet or exceed benchmarks as evidenced by trimester reviews and/or teacher recommendation should be encouraged to accelerate to higher levels of ELD.

EL Roadmap Principle 4B ~ (Provide Extra Time)

Students Who Speak Languages Other Than Spanish

Currently no bilingual program options are available for these students. They will be placed in SEI or ELM programs appropriate to their grade level, and receive ELD at the appropriate level, based

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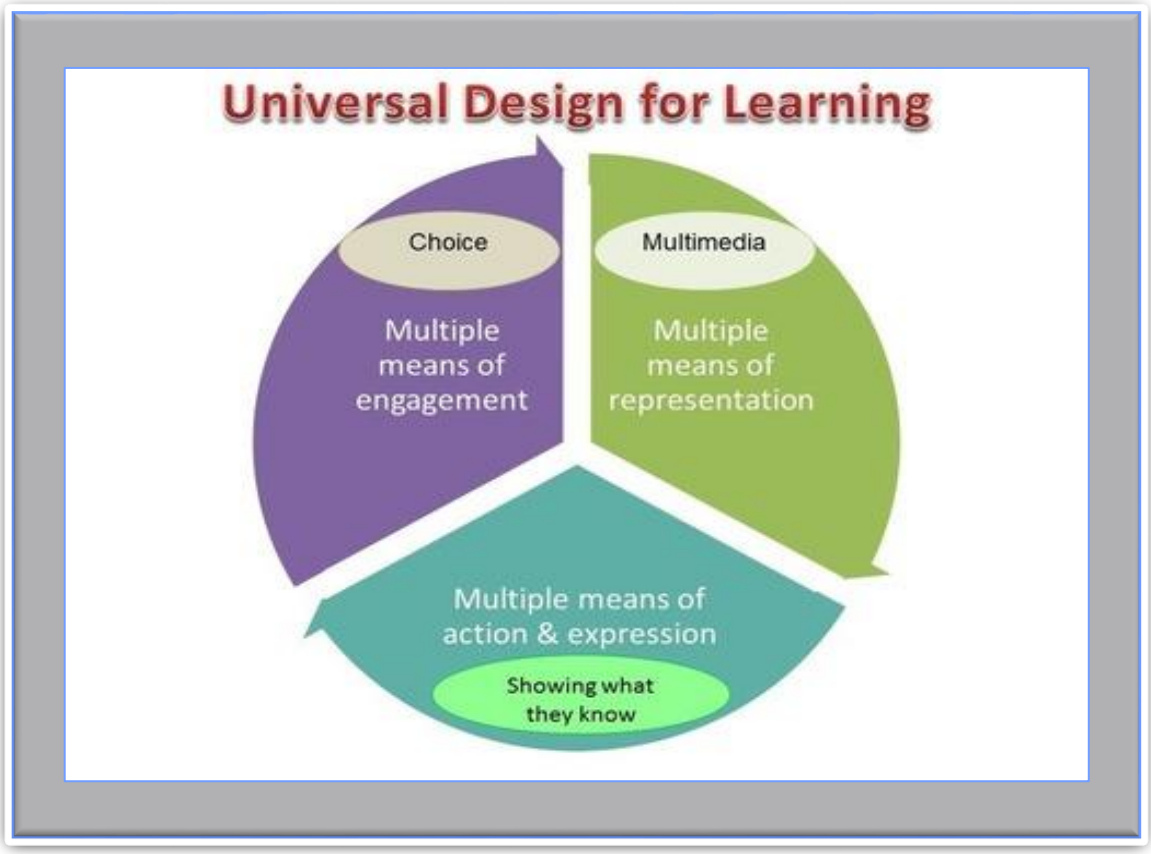
on assessment data. As they progress toward reclassification, students will move to English Language Mainstream.

Universal Design for Learning

Universal Design for Learning (UDL) is implemented in all classrooms. The aim of UDL is to give students an equal opportunity to learn by using a variety of teaching methods that diminish barriers to learning and provides the flexibility to interact with the curriculum in different ways.



Source: http://www.scoop.it/t/universal-design-for-online-learning, March 2, 2016

Multi-Tiered System of Supports

MTSS is established at the school and district levels. School sites will monitor student progress and select interventions that match student needs. Schools and districts should have an integrated, multi-tiered system of instruction, assessment and intervention designed to meet the achievement and behavioral needs of all students. Supports include interventions within the Response to Intervention model, supports for Special Education, Title I, English Learners, American-Indian and gifted students**.** According to the California Department of Education's ELA/ELD Framework, at the school level, data are examined to identify school and grade level trends, evaluate the effectiveness of the curricula, inform goal setting, and identify students in need of additional assessment or instruction. At the district level, data on student learning are used to guide curriculum improvement, recommend innovations (such as coordination with after school programs and other community resources and supports) and sustain practices, target services and supports across schools, and guide the allocation of resources for professional learning. Under MTSS, all students are provided high quality first instruction that employs UDL. Those for whom initial instruction is inaccessible or ineffective are provided supplemental instruction. Students who experience considerable difficulty are provided more intensive intervention. The hallmark of first instruction is equity and access.

Professional Development

In order to ensure that core content instruction is presented in a manner that is comprehensible to English Learners, a variety of strategies are incorporated into classroom instruction. Professional development for teachers focuses on the areas that are detailed in Chapter 7: Staffing and Professional Learning.

Table 6.1: Professional Development Focus Areas for Access to Core Content

Focus Areas	Lesson Purpose, Content, and Organization
CCSS/ELD	**Purpose:** To integrate appropriate grade level ELD CCSS in lessons **Content:** Acquisition of critical language development skills **Organization:** Integration of ELA/ELD standards during instruction
Designated ELD	**Leveled ELD** **Purpose**: Provide a protected time during the school day in which teachers use the ELD standards to promote second language acquisition of listening, speaking, reading, and writing. **Content**: Follows scope and sequence of language skills in functional contexts **Organization:** Level of English proficiency
Integrated ELD	**Purpose:** A time in which teachers with ELs in their classroom use the California ELD standards in tandem with the CA CCSS for ELA literacy to provide access to grade level content instruction. **Content:** Grade level content objectives and standards **Organization:** Scaffolding strategies are integrated into lesson to ensure that language demands do not interfere with student's ability to access grade level content material.

Chapter SEVEN

Staffing and Professional Learning

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Chapter 7: Staffing and Professional Learning

Overview

Chapter 7 details certification requirements and staffing procedures for providing instruction to English Learners in Oxnard School District. Additionally, essential components of the district's comprehensive, longitudinal professional learning program are presented.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

V. Staffing and Professional Development

V-EL 15: Teacher EL Authorization. Teachers assigned to provide English language development and instruction in subject matter courses for English learners must be appropriately authorized. (20 U.S.C. §§ 6319 (a)(1), 6826 (c); *EC* § 44253.1, 44253.2, 44253.3, 44253.10; *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1009-1011.)

V-EL 16: Professional Development Specific to English Learners

V-EL 16. The LEA must provide professional development specific to the implementation of programs for English learners.

16.1. The LEA must provide sufficient professional development to effectively implement the LEA's English learner program. (*Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1009-1011.)

16.2 For LEAs receiving Title III, the LEA must provide supplemental high-quality professional development to classroom teachers, principals, administrators, and other school or community-based personnel that is: (a) Designed to improve the instruction and assessment of English learners (20 U.S.C. § 6825 (c)(2)(A).) (b) Designed to enhance the teacher's ability to understand and use curricula, assessment measures, and instructional strategies for English learners (20 U.S.C. § 6825 (c)(2)(B).) (c) Based on research demonstrating the effectiveness of the professional development in increasing the student's English proficiency or the teacher's subject matter knowledge, teaching knowledge, and teaching skills (20 U.S.C. § 6825 (c)(2)(C).) (d) Of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teacher's performance in the classroom (20 U.S.C. § 6825 (c) (2) (D).)

Staffing and Certification

California state law requires appropriate authorization of teachers to provide instruction to English Learners, including individuals providing specified EL services *(*EC *Section 44001,* EC *Section 44830(a),*EC *Section 44831, and* EC *Section 44253.1).* In Oxnard School District any teacher assigned to provide English Language Development, Sheltered Instruction, or primary language instruction to EL students must be appropriately certified with English Learner or Bilingual Authorization such as Cross-cultural, Language and Academic Development (CLAD), Language Development Specialist (LDS), SB 1969/39/2042, Bilingual Cross-cultural, Language and Academic Development (BCLAD)/Bilingual Certificate of Competence (BCC) and other current English Learner authorizations designated by the California Commission on Teacher Credentialing (CCTC). Table 7.1 provides an overview of English Learner programs and their respective requirements for teacher authorization. More information about program types can be found in Chapter 3.

Oxnard School District ensures that all administrators or additional teaching personnel whose assignment includes English Learners also hold appropriate certification to provide necessary instructional services to English Learners.

EL Roadmap Principle 3A ~ (Leadership)

Teacher hiring and placement decisions are based on student and program need, including English Learner enrollment data, and other relevant factors. The district's collective bargaining agreements are adhered to in making all staffing decisions. Whenever open teaching positions require Bilingual or English Learner Authorization, the district Human Resources staff actively recruits and hires teachers who are fully certified to fill such positions.

Table 7.1 Required Teacher Authorizations

Instructional Program	Grade Level(s)	Proper Authorization
Structured English Immersion	TK – 8	Bilingual Authorization/BCLAD or equivalent OR EL Authorization /CLAD or equivalent with bilingual paraeducator to provide primary language support when needed
English Language Mainstream	6 – 8	Bilingual Authorization/BCLAD or equivalent OR EL Authorization /CLAD or equivalent with bilingual paraeducator to provide primary language support when needed
Transitional Bilingual Education	2 – 3	Bilingual Authorization/BCLAD or equivalent EL Authorization /CLAD or equivalent (for English teachers)
Dual Language	TK – 8	
Newcomer	3-5 and 6-8	Bilingual Authorization/BCLAD or equivalent OR EL Authorization /CLAD or equivalent with bilingual paraeducator to provide primary language support when needed

Recruitment Procedures—Teachers

The district Director of English Learner Services works closely with the Assistant Superintendent of Human Resources and the Human Resources Department staff on issues of recruitment, interviews, and recommendations to site administrators. The following steps taken each year constitute the district's approach to recruitment of teachers for English Learners. Each spring, following the annual R-30 Language Census report, the Director of English Learner Services and principals work collaboratively to plan regarding the need for adequate numbers of qualified teachers to fully implement the English Learner programs at each school site, as detailed in Chapter 3. The elements that comprise these programs include: English Language Development, content instruction through Integrated English Language Development and SDAIE, or Sheltered Instruction strategies, primary language support, and primary language instruction in schools that have a program requiring such instruction. A decision is made regarding the anticipated number of classes that will be considered necessary to meet the program needs of the school's English Learners in the coming year.

The principal, with support from the Assistant Superintendent of Human Resources and the Director of English Learner Services, will develop a proposed staffing plan for the school, based on projected numbers of English Learners and program enrollment. This plan is reviewed each spring by the Director of English Learner Services and Human Resources staff. Vacancies are posted as necessary, listing required Commission on Teacher Credentialing (CTC) authorizations for the positions. Working together, district Human Resources staff and site administrators assign properly credentialed teachers to specific programs requiring their specialized expertise. When a sufficient number of authorized teachers are not available to fill all openings, the teachers who are assigned to these classrooms must enroll in approved training programs for the necessary authorizations.

Advertising and recruitment efforts are undertaken, internally and externally, until all positions are filled. These efforts include:

(1) Job announcements sent to the following types of organizations:

- Educational placement centers with teacher training programs at private, UC and CSU campuses

- Major educational organizations including those associated with language minority students
- County Offices of Education
- Local school sites, the district's Department of Human Resources, and the District's Enrollment Center
- Colleges and universities identified as having a pool of potential bilingual teacher candidates, including departments such as Teacher Education, California Mini-Corps and teacher internship offices

(2) Advertisements placed as needed in appropriate newspapers and organizational newsletters such as the following:

- Local community newspapers, including Spanish language
- Newsletters of bilingual educator organizations such as the California Association of Bilingual Education (CABE) and the National Association for Bilingual Education (NABE)
- National Education Association (NEA), California Teachers Association (CTA), American Federation of Teachers (AFT) and California Federation of Teachers (CFT) publications
- Bilingual media (radio, television, publications)

(3) Recruiting booths at conferences such as:

- National Association for Bilingual Education (NABE) when the conference is held in California
- California Association for Bilingual Education (CABE)
- Association of Mexican American Educators (AMAE)
- Career Day events at local colleges/universities and secondary schools, where the district provides information concerning needs for bilingual teachers and paraprofessionals, employment opportunities and procedures for hiring
- Use of informal contacts in the community and/or local community organizations to identify potential local candidates

In addition, the district is committed to developing and implementing a career pathway program

for teachers leading to leadership positions through attainment of specialist and administrative credentials.

Recruitment Procedures - Paraeducators

The need for paraeducator positions is determined in the same way as described above for teachers. In addition to the above, the district is committed to developing and implementing a career ladder program for paraeducators leading to attainment of teaching credentials. This is being supported through the OSD Teacher Pathways program.

Hiring Priorities and Procedures

Highest priority is placed on the hiring of Bilingually Authorized (e.g. BCLAD or equivalent) teachers and their subsequent placement, first in alternative programs and then in SEI classrooms, especially to work with Beginning/Emerging and Early Intermediate/Expanding students, as well as those most in need of primary language support in core curricular areas. The second priority is English Learner Authorized, such as CLAD or equivalent certified teachers. These teachers should be assigned to SEI and English Language Mainstream (ELM) programs with English Learners. Substitute teachers assigned to long term assignments should similarly have English Learner Authorization. They may receive support from bilingual paraeducators who use the primary language to clarify, explain, motivate and direct students. Job applications, eligibility interviews, and processing procedures for teaching positions are handled at the district Human Resources Department. Interviews for teachers are held at the district level. The district's collective bargaining agreements are adhered to in making all staffing decisions.

Requirements for Teachers on Interim Assignment Providing Instructional Services to English Learners

Teachers on interim assignment longer than 30 days (20 days for Special Ed) are required to meet the same criteria as teachers seeking appropriate credential authorizations.

Appropriate Use of Bilingual Paraeducators

Bilingual paraeducators contribute specialized skills in an English Learner program and work and plan closely with the full instructional team. When the teacher does not hold a Bilingual Authorization such as BCLAD, when available the bilingual paraeducator works in concert with a teacher with English Learner Authorization, such as CLAD, to provide *primary language support* to motivate, clarify, direct, support and explain facts and concepts to the English Learner. The most important priority for the bilingual paraeducators' assignment is student instructional support, in order to ensure comprehensible core content instruction in language arts, math, social studies and science. *Paraeducators are not responsible for English Language Development (ELD) instruction.* Paraeducators may also assist with the full spectrum of instructional and related needs outside the classroom, including but not limited to:

- Parent-teacher conferences and notifications;
- ELAC and DELAC meetings;
- ELPAC testing (but not scoring);
- Primary language testing;
- Oral and written translations.

Teachers on Special Assignment (TOSAs)

Teachers on Special Assignment can be assigned at the district-level or site level. If assigned to a school site, the TOSA adheres to district policy and direction in support of English Learner programs. If assigned to the English Learner Services Department, the TOSA meets staffing requirements and can provide expertise in English Language Development, primary language instruction, and student monitoring and programs.

District-level TOSAs assigned to the English Learner Services Department work closely with and are evaluated by site principals and are supervised by the Director of English Learner Services. They oversee and work closely with district staff on the organization of services to English Learners, maintenance and usage of assessment data, monitoring of student progress and reclassification. Supervision, training and professional development will be provided by the Director of English Learner Services.

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Site-level TOSAs work closely with and are evaluated by site principals. They also work with district staff on organization of services to English Learners, maintenance and usage of assessment data, monitoring of student progress and reclassification.

District and Site Professional Development for All Staff Who Work with English Learners, Including Administrators, Counselors, Teachers, Paraeducators and Others

Professional Development Related to the English Learner Master Plan

The English Learner Master Plan will be introduced to district and site staff on an annual basis. Key features of the plan and procedures to be adopted by all sites will be emphasized. This training will be given to all district and site administrators as well as all TOSAs. Professional Development sessions at each site for faculty and staff will be implemented by the site instructional leaders in collaboration with the Department of English Learner Services. Annual overview of the English Learner Master Plan will be provided for all site staff members who have responsibility for implementing the plan. This will ensure that there will be a widespread understanding of the contents of the Master Plan and commitment to faithful and high quality implementation.

EL Roadmap Principle 3D (Capacity building)

Focus Areas for District Professional Development

This section provides information on how Oxnard School District responds to federal and state legal requirements for a professional learning and support system for teachers of English Learners that represents the shift from professional development to professional ***learning*** that is: (1) targeted; (2) individualized; (3) based on principles of adult learning theory; (4) sustained, supported with coaching & follow-up; (5) monitored and assessed to evaluate impact on student learning (CDE - Greatness by Design, California Professional Learning Standards).

Research indicates that the expert teacher of English Learners is a knowledgeable professional who is accomplished in curriculum, metalinguistic, cross-cultural understanding, an assessor and a student advocate. It is imperative that a Professional Learning System support the development of teachers' expertise with English Learners with a focus on using students' linguistic and cultural

resources. Additionally, professional learning for teachers of ELs should focus on research and evidence-based instruction for ELs that is designed to maximize the development of English while also maximizing their development of core curricular knowledge and skills, through differentiated practices that can include the development of Bi-literacy skills (Goldenberg & Saunders, 2010[9]; Cadeiro-Kaplan, Lavadenz & Armas, 2012[10]).

The Oxnard School District plans for and schedules professional learning in response to two key recommendations in ***Greatness by Design[11]***:

5A – Establish professional learning expectations for educators linked to the certification renewal process and orchestrated through Individual Learning Plans (ILPs)

- High quality options for base credential renewal
- IPLPs for educators based on California Standards for the Teaching Profession (CSTP)

5B – Establish infrastructure

- Adopt professional learning standards and quality criteria
- Develop, leverage and incentivize rigorous PD opportunities

Professional Learning for Oxnard educators is guided by the *California Quality Professional Learning Standards* (CDE, 2014/15)[12], which are intended to help educators, local educational agencies, and the state develop and contextualize professional learning system goals and plans. The following key standards provide the framework for how Oxnard School District designs professional learning:

STANDARD: Data. Quality professional learning uses varied sources and kinds of information

[9] Saunders, W. & C. Goldenberg. (2010). Research to Guide English Language Development Instruction. In: California Department of Education (2010). *Improving education for English learners: research-based approaches.* Sacramento: California Department of Education. pp. 21-82.
[10] Cadiero-Kaplan, K., Lavadenz, M. & Armas, E. (2012). *Essential Elements of Effective Practices for Teachers of English Learners: Policy Brief.* Californian's Together: CA.
[11] California Department of Education – Task Force on Educator Excellence (2012). *Greatness by Design: Supporting Outstanding Teaching to Sustain a Golden State.* CDE: CA
[12] California Department of Education (2014, revised 2015). Q*uality Professional Learning Standards.* CDE, Professional Learning Support Division. Sacramento, CA.

to guide priorities, design and assessments.

STANDARD: Content and Pedagogy. Quality professional learning enhances educators' expertise to increase students' capacity to learn and thrive.

STANDARD: Equity. Quality professional learning focuses on equitable access, opportunities, and outcomes for all students, with an emphasis on addressing achievement and opportunity disparities between student groups.

STANDARD: Design and Structure. Quality professional learning reflects evidence-based approaches, recognizing that focused, sustained learning enables educators to acquire, implement, and assess improved practices.

STANDARD: Collaboration and Shared Accountability. Quality professional learning facilitates the development of a shared purpose for student learning and collective responsibility for achieving it.

STANDARD: Resources. Quality professional learning dedicates resources that are adequate, accessible, and allocated appropriately toward established priorities and outcomes.

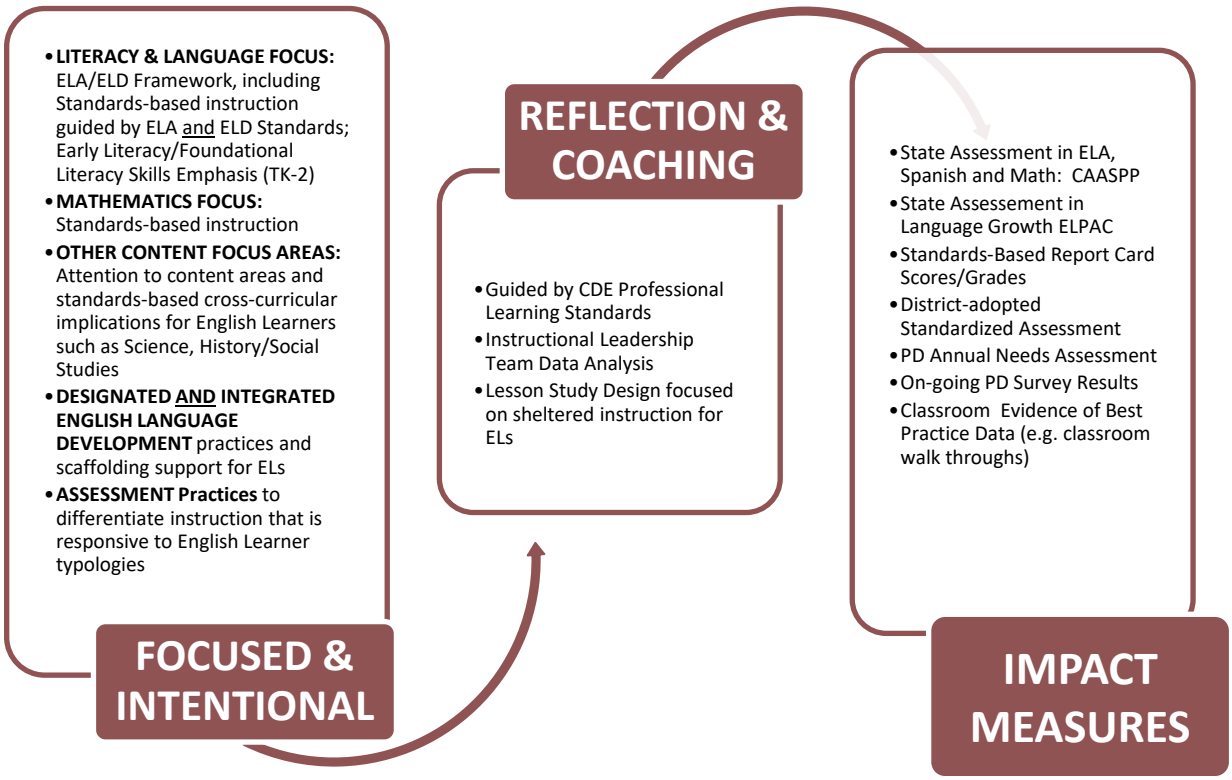
Oxnard School District provides educators several avenues for professional learning. This includes the opportunity for teachers of ELs to reflect and collaborate on their instructional practices and utilize assessments to inform instruction. Teachers are part of effective learning communities meeting the needs of diverse learners. The Oxnard School District has outlined professional learning that includes three critical elements: (1) Focused & Intentional; (2) Reflection & Coaching; and (3) Impact Measures. Figure 7.1 provides an overview of this:

Figure 7.1 Oxnard School District Professional Learning

DISTRICT VISION: Empowering All Children to Achieve Excellence

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

PROFESSIONAL LEARNING GOAL: To promote educator quality and effectiveness for serving culturally and linguistically diverse students through the development of a professional learning community guided by Professional Learning Standards and effective practices for adult learning.



Training efforts related to English Learners will focus on the following areas:

- ELD standards – simultaneous with CCSS, ELA – Math – NGSS for Integrated ELD (Research and evidence-based practices, Curriculum planning, Differentiation and Use of Materials, Assessment)
- Designated ELD (Research and evidence-based practices, Curriculum planning, Differentiation and Use of Materials, and Assessment)
- Integrated English Language Development, including sheltered instruction
- Primary language instruction (DLI)
- Frontloading and Specially Designed Academic Instruction in English (SDAIE) Cultural Proficiency
- Critical Elements of English Learner Programs
- English-specific Skills (Non-transferable skills)
- Parent Engagement

Monitoring of Professional Development and Support

The site principal, the Assistant Superintendent of Educational Services, and the Director of English Learner Services monitor teacher professional development related to English Learner support to ensure that all staff members working with English Learners receive relevant professional development and support. The Assistant Superintendent for Human Resources monitors the progress of teachers in training as they fulfill their agreements to complete English Learner authorizations and related requirements.

Chapter EIGHT

Parent and Community Engagement

8

Chapter 8: Parent and Community Engagement

"At the end of the day, the most overwhelming key to a child's success is the positive involvement of parents" – Jane D. Hull

Overview and Commitment

The Oxnard School District is committed to establishing programs that foster connections with culturally and linguistically diverse families and that strengthen interpersonal ties that cross institutional, ethnic, family and cultures in order to enhance the educational outcomes for English Learners (Mapp, 2003; Horvat, Weininger & Lareau, 2003).[13]

EL Roadmap Principle 1D ~ (Family & School partnerships)

This chapter addresses three major topics in regard to the engagement of parents of English Learners in their children's education. The first part of the chapter describes parent participation in governance at the school and district level through the English Learner Advisory Committee (ELAC) and the District English Learner Advisory Committee (DELAC). This is followed by a description of how the schools will ensure that parents are adequately informed about the options and how student placement is accomplished. This part of the chapter builds on the information on program options in Chapter 2. The final section of the chapter presents a description of activities designed to help parents support their child's school success and advocate for their children in the schools and community.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS (continued on next page)

I-EL 01: Parent Outreach and Involvement

I-EL 1. The LEA must implement outreach to parents or guardians of English learners that includes the following: (a) The LEA sends notice of and holds regular meetings for the purpose of formulating and responding to the parents' recommendations. (20 United States Code (U.S.C.) § 7012 (e)(2).) (b) The LEA provides training activities to parents on how they can be involved and become active participants in assisting their children to: 1. Attain English proficiency 2. Achieve at high levels in core academic subjects 3. Meet challenging state academic content and achievement standards expected of all students (20 U.S.C. § 7012 (e)(1).)

[13] Horvat, E., E.B. Weininger. , & A. Lareau. (Summer 2003). From Social Ties to Social Capital: Class Differences in the Collaboration Between Schools and Parent Networks. *American Educational Research Journal*, 40(2), 319-351.

Mapp, K.L. (2003). Having their say: Parents describe why and how they are engaged in their children's learning. *School Community Journal*, 13(1), 35-64.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS (continued)

I-EL 02: Translation of Information for Parents

I-EL 2. The LEA must provide parents or guardians with information on school and parent activities in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318 (e)(5).)

2.1 When 15 percent or more of students enrolled in a public school speak a single primary language other than English, as determined by language census data from the preceding year, all notices, reports, statements, and records sent to parent or guardian of such students must be written in English and the home language. (*California Education Code (EC)* § 48985; 5 *California Code of Regulations (CCR)* § 11316.)

I-EL 04: English Learner Advisory Committee (ELAC)

I-EL 4. A school site with 21 or more English learners must have a functioning English Learner Advisory Committee (ELAC) that meets the following requirements: (a) Parent members are elected by parents or guardians of English learners. (5 *CCR* § 11308(b).) (b) Parents of ELs constitute at least the same percentage of the committee membership as their children represent of the student body. (64001(a), 5 *CCR* § 11308(d).) (c) The ELAC shall be responsible for assisting in the development of the school-wide needs assessment, and ways to make parents aware of the importance of regular school attendance. (5 *CCR* § 11308(c)(2), (d).) (d) The ELAC shall advise the principal and staff in the development of a site plan for ELs and submitting the plan to the school site council for consideration of inclusion in the Single Plan for Student Achievement (SPSA). (*EC* § 64001(a).) (e) The ELAC receives training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal responsibilities. (5 *CCR* § 11308(d).)

4.2 The ELAC has the opportunity to elect at least one member to the DELAC or participants in a proportionate regional representation scheme when there are 31 or more English learner parent advisory committees in the district. (5 *CCR* § 11308(b).) (*EC* §§ 35147, 52176(a), 62002.5.) (20 U.S.C § 6318(c)(5), 20 U.S.C. § 7012)

I-EL 05: District English Learner Advisory Committee-DELAC

I-EL 5. A LEA with more than 50 English learners must have a functioning DELAC or a subcommittee of an existing district committee in which at least 51 percent of the members are parents of English learners and not employed by the district.

5.1 The DELAC must advise the school district governing board on all of the following tasks: (a) Development of a district master plan for educational programs and services for English learners that takes into consideration the Single Plan for Student Achievement. (5 *CCR* § 11308(c)(1).) (b) Conducting of a district-wide needs assessment on a school-by-school basis. (5 *CCR* § 11308(c)(2).) (c) Establishment of district program, goals, and objectives for programs and services for English learners. (5 *CCR* § 11308(c)(3).) (d) Development of a plan to ensure compliance with any applicable teacher and instructional aide requirements. (5 *CCR* §11308(c)(4).) (e) Review and comment on the LEA's reclassification procedures. (5 *CCR* § 11308(c)(6).) (f) Review and comment on the written notifications required to be sent to parents and guardians. (5 *CCR* § 11308(c)(7).)

5.2 The LEA must provide training materials and training, planned in full consultation with committee members, appropriate to assist members in carrying out their legal advisory responsibilities. (5 *CCR* § 11308(d).)

VI-EL 17: Language Program Options and Parent Choice

17.0 Language acquisition programs may include, but are not limited to, all of the following:

(a) School districts and county offices of education must, at a minimum, provide ELs with a structured English immersion (SEI) program. (*EC* § 305[a][2].) SEI programs provide nearly all classroom instruction in English, but with curriculum and a presentation designed for students who are learning English. (EC § 306[c][3].)

(b) Dual –language immersion programs that provide integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding (EC § 306[c][1].)

(c) Transitional or developmental programs for ELs that provide instruction to students that utilizes English and a student's native language for literacy and academic instruction and enables an EL to achieve English proficiency and academic mastery of subject matter content and higher order skills, including critical thinking, in order to meet state-adopted academic content standards. (EC § 306[c][2].)

17.1 Parents or legal guardians of students enrolled in the school may choose a language acquisition program that best suits their child. "Language acquisition programs" refers to educational programs designed to ensure English acquisition as rapidly and as effectively as possible and provide instruction to students on the state-adopted academic content standards, including the ELD standards. The language acquisition programs shall be informed by research and must lead to grade level proficiency and academic achievement in both English and another language (EC § 306(c).)

17.2 School in which the parents or legal guardians of 30 students or more per school or the parents or guardians of 20 students or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible, based upon the requirements in Section 305. (*EC* § 310[a].

Parent Advisory Committees

Oxnard School District has several approaches for systematically involving parents of English Learners (ELs) in the education of their children. These are established at the district and site level and include opportunities for parents of English Learners to collaborate with District staff and provide recommendations for district wide plans focused on serving English Learners, including Local Control and Accountability Plan (LCAP), Title III, School Site Council, Single Plans for Student Achievement (SPSAs), Local Educational Agency Plan (LEAP) Program, and SAFE Schools.

English Learner Advisory Committee (ELAC)

As stipulated in California Education Code[1], each school with 21 or more English Learners must establish a functioning English Learner Advisory Committee (ELAC). ELACs are not decision making counsels nor do they approve expenditures from any funding source; however, they provide valuable input and advice on school decisions and use of funding sources dedicated to English Learners.

Legal References (California Department of Education website: http://www.cde.ca.gov/ta/cr/elac.asp)

- California *Education Code*, sections 35147 (c), 52176 (b), and (c), 62002.5, and 64001 (a)
- *California Code of Regulations*, Title 5, Section 11308 (b), (c), and (d)

ELAC Requirements

1. Members will be chosen by election. All parents/guardians of English Learners have an opportunity to vote to elect the officers.
2. Members will receive materials in their home language and training related to carrying out their legal responsibilities.
3. The ELAC advises the principal and staff on programs and services for English Learners using academic performance measures.
4. The ELAC shall assist the school in the development or review of:
    a. School's Single Plan for Student Achievement
    b. School's needs assessment
    c. School's annual language census

d. Ways to make parents aware of the importance of regular school attendance
e. Ways to meet the social and academic needs of ELs
f. Ways to improve communication with the parents and the broader community

5. At its first or second meeting of the year, the ELAC will elect one representative and one alternate representative to the District English Learner Advisory Committee (DELAC).
6. The ELAC maintains recorded minutes and agendas.
7. The site principal and the Director of English Learner Services will annually review the implementation of ELAC in order to ensure that all requirements are met by each school.
8. Each school will actively encourage all English Learner parents to consider election to ELAC and DELAC and/or to participate in ELAC and DELAC meetings even if not a formal representative.

ELAC Election Process

Elections for ELAC will be conducted annually at the school site before September 30 each year. Members will serve for two years, with half the membership elected each year. Membership composition must reflect the percentage of English Learners in the school. Membership will include parents and school staff (fewer than the number of parents). Each ELAC committee shall have a minimum of five members and a maximum of ten members, exclusive of the site principal or designee. Once ELAC officers are elected, each ELAC shall elect one representative and one alternate representative to the DELAC. If an ELAC member must be replaced during the year, the replacement will serve for the remainder of the year. At the beginning of the following year, an election must be held to fill the position.

ELAC Implementation - Roles and Responsibilities

Table 8.1 ELAC Roles and Responsibilities					
Principal	**ELAC President**	**ELAC Vice President**	**ELAC Secretary**	**ELAC Parliamentarian**	**DELAC Representative**
• Establishes ELAC • Schedules at least six regular ELAC meetings and announces meetings in advance (within 72 hrs.) • Coordinates meetings, communication and documentation to and from District's Department of English Learner Services • Serves as a voting member • Arranges agenda planning meetings with ELAC Chairperson • Arranges childcare • Reviews required written communication • Submits ELAC minutes and agendas to the Department of English Learner Services • Reports on English Learner placement in different program types, number of requests for DLI programs are received and approved.	Meets with site principal to plan agenda Presides over all meetings Follows Robert's Rules of Order May request that site principal conduct meetings	Meets with site principal and ELAC President to plan agenda Assumes all ELAC President's roles and responsibilities when president is absent	With the support of school personnel maintains minutes of meetings Maintains a private address and phone list of all ELAC members	Assumes all ELAC President's roles and responsibilities when President and Vice President is absent Oversees that members follow Robert's Rules of Orders and Meeting Norms	Assists monthly DELAC meetings as school representative Reports back to ELAC any important information from the DELAC meeting

ELAC Training Requirements

Each year, the school/district will provide all ELAC members with appropriate training, materials and information needed to carry out their responsibilities and duties. The site principal will provide an overview of roles and responsibilities, and the district will provide further appropriate training, including information about the relation between ELACs and the DELAC, and the responsibility of ELAC representatives to the DELAC to act as liaisons between the two groups. ELAC members will provide input into the selection of the following required training topics:

- Review of Robert's Rules of Order
- SPSA development and implementation, including analysis of student data to make recommendations about allocation of funding based on identified needs
- The design and development, content, purpose and results of a school-by-school, district-wide needs assessment
- Data included in the annual Language Census – EL, IFEP, and RFEP populations, reclassification, instructional program participation, staffing – and the implications for student achievement
- Attendance patterns and trends, in addition to school and district attendance policies
- Initial identification, reclassification and placement of English Learners.
- Monitoring procedures for the academic progress of reclassified (RFEP) students.
- Categorical budgets including appropriate use of funds and supplemental services to address the identified needs of English Learner and RFEP students.
- Overview of effective methodology that fosters language acquisition and academic content knowledge of ELs

District English Learner Advisory Committee (DELAC)

California Education Code requires each California public school district to form a District-level English Learner Advisory Committee (DELAC) or subcommittee of an existing district-wide advisory committee, based on enrollment of fifty-one (51) or more English Learners (CDE, 2015). Parent participation in DELAC is proportionately determined by the total number of English Learners enrolled within the district. Parents or guardians of English Learners not employed by the district must constitute a majority membership (51 percent or more).

After the site ELAC memberships have been established, the committee must elect a Representative and Alternate to participate in the District English Learner Advisory Committee (DELAC).

It is the goal of the Oxnard School District to ensure that parents of English Learner (EL) students have a meaningful opportunity to participate in the policy making processes that guide District programs and services to address the language needs of these students. Studies have consistently shown that parental involvement can have a direct positive impact on increasing the academic achievement level of their children. The Board recognizes that parents of EL students, working together with school staff and the community, can serve as a vital resource in improving our schools and neighborhoods in general.

DELAC Training Requirements

The district will provide all DELAC members with appropriate training, materials and information needed to carry out their responsibilities and duties, including the responsibility of site ELAC representatives to take back information from the DELAC meetings to the ELAC members. DELAC members will have input into the selection of the following required training topics:

- Review of Robert's Rules of Order
- Standardized assessment data results and implications
- Annual staffing report on the number of certified and non-certified teachers instructing English Learners.
- English Learner program options and process.
- Comprehensive information about the development and implementation of the Local Educational Agency (LEA) plan and its relation to the Master Plan for ELs
- The design and development, content, purpose and results of a school-by-school, district-wide needs assessment
- Goals, rationale, structure and outcomes of the instructional programs for English Learners in the district
- Data included in the annual Language Census – EL, IFEP, and RFEP populations, reclassification, instructional program participation, staffing – and the implications for student achievement
- Criteria and procedures for reclassification of EL's and monitoring of RFEP students
- Notifications for parents of EL's (Enrollment, Notification of Test Results, Annual Title III Notifications

Annual Notification

The parent will receive an Annual Notification (EL-10 ELPAC Annual Parent Notification Form), of program options and their child's options for program placement in the coming year. Parents may place an initial request at this time. Parental consent is necessary for changes in program.

In addition, general information about the district's placement options will be made available year-round at the school sites and district offices. This information will include an overview of the programs, placement procedures, and names and phone numbers of contact.

Program Placement

The student is assigned to an appropriate program based on assessment data, with great deference given to the parent's request. If the parent selects an alternative program, then the parent must complete the appropriate request form.

Placement-related procedures include the following:

1. According to the California Education Code Sec. 310-311, when 20 or more students at a given grade level of the same language receive an approved request form, the school is required to offer an Alternative Program.
2. Schools that do not reach the threshold of 20 or more students with approved requests as listed above, but have some lesser number of such students, must inform their parents in writing of programs offered at other school sites within the district.
3. Program requests received after the 30 calendar days may be approved and placement made in existing classes that have openings, either at the child's neighborhood school or another school that has an opening. If no openings exist, the child will be placed on a waiting list. The waiting lists will be maintained for the current school year in the Enrollment Center files.
4. If the alternative program requested by the child's parents is not available in the child's neighborhood school, the parent is offered a place in the requested program at another school.
5. Once a student has been enrolled in a program, he/she should not be moved to another program without review and action by a school monitoring team, and informed parental consent.

Home-School Collaboration

Communication Processes Communication with parents of ELs in their primary language is essential to foster parent support, involvement and engagement. Translation and interpretation services are provided by staff from the district's Educational Services Department and individual

school sites. Under state law, schools must provide written communication in the primary language of the parent when fifteen percent (15%) or more of the students speak a language other than English as indicated on the Language Census Report (R-30). This includes all written communications sent to a parent or guardian, including, but not limited to IEPs, progress reports, discipline notices, other parent notifications, meeting/conference materials, and ELAC/DELAC agendas/minutes. In addition, the District recognizes that under federal law, a school must ensure that all parents, including those who speak low incidence languages, receive meaningful access to important information. Important written information such as IEPs must be translated even when less than 10% of the student population speaks the language of a parent. In cases where families are not literate in their native language, oral communication will be provided.

The District provides written notification to parents of all EL students concerning the following:

- Initial identification
- Program options
- Program placement
- Progress expectations for each grade level
- Annual ELPAC level and CAASPP scores
- Reclassification criteria
- Promotion requirements for 8th graders

Each school year, parents of EL students are informed of their child's progress in ELD and core content areas on the regular student report card for their grade level. In addition, EL student progress toward meeting the District's minimum progress expectations for English Learners is discussed at the elementary level during an individual parent-teacher conference and at the secondary level on an annual basis through parent meetings with designated site staff.

Interpretation

Oral communications with parents may be provided in the parent's primary language. Interpretation, by trained interpreters, can be made available for school and district meetings. School sites maintain current lists of staff who are interpreters for Special Education related purposes.

The district employs full time translators in Spanish and Mixteco. Services are provided on an as needed basis.

Volunteering in Classrooms During the School Day

The district recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools' relationships with the community. The district encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with students. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contribution to the educational program. Guidelines for volunteering in the Oxnard School District are referenced in Board Policy AR1240.

Decision Making

Parents are crucial in participating in the decision making process of the educational needs of the Oxnard School District students. The Local Control and Accountability Plan requires that every district a set annual performance goals in response to the eight state priorities. Specific actions and plans are delineated to achieve these goals, including parent involvement. The new law describes parent involvement as "the efforts a school district makes to seek parent input in making decisions for the school district and each individual school site, and including how the school district will promote parental participation in programs for… pupils… with exceptional needs." (LCFF, EC Section 52060-52077). Through involvement in ELAC, DELAC and other site/district committees, parents of ELs have opportunities to provide input in the decision making process.

Activities to Help Parents Effectively Assist their Children toward Educational Success and Advocate for their Children within the School and Community

The following goal has been established: Parents of English Learners at all schools in the Oxnard School District will participate meaningfully in the education of their children. The following types

of activities may be carried out at the district or site levels to further this goal. This list is not all-inclusive.

1. Communication is facilitated by the availability of translation and interpretation services (see requirements for translation under Communication section above).
2. Parent meetings should be held at convenient meeting times, with child care, and interpretation services provided. For languages other than Spanish, a 24-72 hour request prior to the event must be submitted to the English Learner Services Department.

3. Parent training on a variety of topics related to English Learners i.e. parent advocacy, cultural proficiency, academic support, social/emotional support.

4. The district office maintains a list of county and community services in an effort to assist in the coordination of resources for parents.

5. Site Outreach Consultants act as liaisons between families and county and community services to coordinate resource for parents.

Chapter NINE

Program Evaluation and Accountability

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Chapter 9: Program Evaluation and Accountability

Overview

This chapter begins with an overview of program evaluation and accountability for English Learner programs. The specific district goals for English Learners and the evaluation questions are detailed, and metrics are referenced for each goal. The chapter concludes with a description of the collective responsibilities of individuals and groups, in order to make clear their roles in English Learner accountability. Accountability work is everyone's responsibility. This includes students, parents and all personnel at the school and district levels—teachers, counselors, paraeducators and administrators. Rather than considering evaluation as an annual event, we consider it to be part of our daily work. We are all accountable for ensuring that programs are optimally effective. All district personnel are required to follow the procedures specified in this Master Plan.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

IV. Standards, Assessment, and Accountability

13.0 A program evaluation shall be provided by the LEA and shall be used to determine:

(a) Necessary improvements to programs and activities for which Title III funds have been used for LEP and immigrant students

(b) The effectiveness of programs and activities in assisting ELs to attain proficiency and to meet academic achievement and content standards

(c) Whether to eliminate specific EL activities proven to be ineffective

(d) The degree to which, within a reasonable amount of time:
- i. ELs are attaining English language proficiency comparable to that of average native speakers of English in the district
- ii. EL students' academic results indicate that ELs are achieving and sustaining parity of academic achievement with students who entered the district's school system already proficient in English (20 U.S.C. §§ 1703[f], 6841[b],[c]; Castaneda v. Pickard [5th Cir. 1981] 648 F.2d 989,1009-1011; EC § 64001[f].)

The English Learner Coordinating Council, a Key Mechanism for EL Accountability

The Director of English Learner Services in consultation with the Superintendent convenes and leads the English Learner Coordinating Council. This council is designed to ensure that district stakeholders have a mechanism to plan and coordinate for optimal programs and for the success of English Learners. The Council is comprised of the Assistant Superintendent of Educational Services, the Director of English Learner Services, Director of Dual Language Programs, Director of Curriculum, Instruction and Accountability, Assistant Superintendent of Human Resources, representatives of the California School Employees Association (CSEA), the Oxnard Support Services Association (OSSA) and the Oxnard Educators Association (OEA), and outside evaluators and specialists. Others participate, as needed (for example, the Directors of Special Education, Business, Transportation, etc.).

The English Learner Coordinating Council meets regularly to discuss topics pertaining to the implementation of programs for English Learners in the district. The Council also:

1. Reviews strategies, ideas and suggestions for EL programs as well as a focus group for collaborative problem-solving;
2. Provides a forum to evaluate and determine that practices, resources, and personnel are being used effectively to implement the district's programs for ELs;
3. Reviews data on the performance of ELs;
4. Contributes to the review of the Annual Evaluation Report;
5. Ensures communication and integration as we continue to bring clarity, consistency, compliance and continuing improvement to the district's programs for English Learners.

Evaluation Design and Goals

The district conducts an annual evaluation of programs and services for English Learners. The programs and services described throughout this English Learner Master Plan are structured around six goals: (1) program implementation; (2) parental participation; (3) ELs mastery of English; (4) ELs academic achievement; (5) Monitoring "at risk" categories; and (6) EL progress in alternative programs. Several evaluation questions guide the data inquiry, and the analysis cycle for each of the goals and evaluation activities focus on these evaluation questions.

Table 9.1 Evaluation Design- Goals and Evaluation Questions

Goals	Evaluation Questions	Evidence
1. EL **programs are fully implemented**	1.1 Are EL programs fully and consistently implemented in ways that meet or exceed requirements of state and federal law? (see Chapter 3 for program descriptions) 1.2 To what extent is the English Learner Master Plan utilized by teachers, administrators and parents as a tool to meet the needs of ELs and staff?	Principal Assurances Checklist EL Program Reviews Meeting Agendas Surveys Site Visits (District and Site Initiated) Instructional Schedule Review
2. **Parents of ELs and RFEPs participate meaningfully** in their children's education	2.1 Are parents of ELs and RFEPs as likely as parents of EOs to participate in school activities (parent-teacher conferences, volunteer in class, etc.)? 2.2 Is the rate of parent engagement increasing at meetings and parent conferences? 2.3 What measures are used to ensure that parents are knowledgeable about EL program placement, language acquisition and their child's academic progress?	Sign-in sheets Meeting Agendas Surveys Parent Trainings i.e. ELPAC, EL Master Plan
3. All ELs will **master English**	3.1 Are ELs acquiring English language proficiency at a rate that is consistent with EL program expectations? 3.2 Are 75% or more of ELs reaching reasonable fluency on the ELPAC in 5 years or less? 3.3 Is the number of LTEL students in grades 5 through 8 decreasing by 5% annually?	ELPAC assessment results District developed Summative Assessment results Reclassification Data ELSSA Language Appraisal Team Monitoring
4. ELs will **achieve academic success** comparable to EOs	4.1 Are EL students who are currently receiving ELD services progressing academically relative to program goals or expectations? 4.2 Are EL and RFEP performing academically at a rate that is consistent with EOs? 4.3 Is there an increase in the percentage of ELs obtaining "C" or better in core courses in intermediate grades? 4.4 Are ELs proportionally represented in Special Education and GATE referrals?**	CAASPP ELA, Math (grades 3-8) District report cards Participation rates in electives and extracurricular activities such as Art, Music, Sports (intermediate grades) District developed Summative Assessments Special Education and Gate data
5. Rates for ELs and RFEPs in **categories indicating risk for school failure** are no greater than those for EOs	5.1 Are ELs and RFEPs overrepresented in the following categories: Excessive absences and tardiness Suspensions, expulsions, other discipline Retentions in grades K-6 Special Education Dropouts Percent standards "*Not Met*" or "*Nearly Met*" on CAASPP FOR GATE ONLY: Under represented 5.2 Is there an annual decrease in the percentage of ELs and RFEPs for each of the risk factors defined above?	Attendance Records Student Records CAASPP ELA, Math (grades 3-8) Special Education and Gate data
6. Students enrolled in alternative programs will **master language skills in Spanish as well as English**	6.1 What percentage of all students (ELs, IFEPs, RFEPS, EOs) participating in these programs score standards "*Met" or "Exceeds*" in reading/language arts and mathematics on the Spanish versions of the state standards test? 6.2 What percentage of all students (ELs, IFEPs, RFEPS, EOs) participating in these programs score at the "*Met" or "Exceeds*" proficiency level in English Language Arts and Mathematics on the California Standards Tests? 6.3 What percentage of all students (ELs, IFEPs, RFEPS, EOs) qualify for the Oxnard School District Seal of Bi-literacy Pathway Award?	Spanish version of state standardized test CAASPP ELA, Math (grades 3-8) Bi-literacy Pathway Award Records

**The state criteria for annual progress on the ELPAC are: for students at level 1-3 overall, gain of one level per year; for students at Level 4 overall, gain on subtest until all are at Level 3 or higher (i.e., reasonable fluency); for students at reasonable fluency, maintenance of that status until reclassified.

Monitoring Program Implementation

District and site-level staff will routinely monitor implementation of all English Learner programs. The primary goal of the monitoring is to ensure that every school in the district has effective and compliant research-based programs for English Learners. The monitoring process is designed to:

- Establish high expectations for all students and provide a framework for ensuring that student and organizational outcomes are achieved;
- Promote full involvement of all stakeholders (administrators, teachers, parents, students) in all phases of planning, implementation and evaluation activities;
- Provide for high levels of coordination between district-level and site-level improvement efforts;
- Ensure that program evaluation is an integral part of school improvement initiatives and activities;
- Provide a basis for review and modification of the English Learner Master Plan every three to five years.

EL Roadmap Principle 4C~ (Coherence)

Data are collected and analyzed in order to determine program effectiveness. Data analysis processes and procedures are guided by data inquiry elements that include cycles of monitoring, evaluation and accountability in order to inform and improve curriculum, assessments, and instruction. District and site-level leadership are prepared to guide this process with an emphasis on the implementation of research-based strategies and programming for English Learners.

School principals are responsible for the daily, site-level implementation of the English Learner Master Plan. Throughout the academic school year, principals complete sections of the Principal's Assurances Checklist (EL-11 Principal's Assurances Checklist) for English Learner Program Services and submit them to the Director of English Learner Services according to the timeline indicated on the checklist. This facilitates ongoing communication the Director of English Learner Services, and assists in the monitoring of consistent implementation of this Master Plan throughout the school district. The Director of the English Learner Services Department reviews all Principals' Assurances checklists at the end of the academic year.

English Learner progress in English language proficiency and academic achievement will be monitored and analyzed as part of the program evaluation. Additionally, data will be collected and analyzed for categories indicating risk for school failure such as suspensions, expulsions, other disciplinary actions, retentions, special education referrals, and Student Study and Language Appraisal Team referrals. English Learner progress in alternative programs will be monitored to review benchmarks for English Learners for the mastery of language skills in Spanish and English proficiency.

Table 9.2 provides an overview of the evaluation design goals and corresponding sources of evidence as well as the monitoring timeline and person(s) responsible.

Table 9.2 Monitoring Program Implementation

GOAL	EVIDENCE	DATA COLLECTION	MONITORING TIMELINE	PERSON(S) RESPONSIBLE
1. English Learner **programs are fully implemented**	Principal Assurances Checklist EL Program Reviews Meeting Agendas Surveys	*1a. Document Reviews* Home Language Survey, alternative program, program placement, reclassification and reclassification follow up Principal's Assurance Checklist Program Evaluation Data Collection Form *1b. D*istrict-facilitated self-reviews aligned with FPM process	1a. Annually 1b. Rotating cycle based on FPM review timelines.	1a. Site Administrator District Leadership under the Direction of the Director of EL Services 1b. Site Administrator District Leadership under the Direction of the Director of EL Services
2. **Parents of ELs and RFEPs participate meaningfully** in their children's education.	Sign-in sheets Meeting Agendas Surveys	2a. Principal's Assurances for EL Programs Checklist 2b. Sign-in Sheets, Meeting Agendas, Surveys	2a. and 2b. On-going based on required parent meetings and regularly scheduled parent community engagement activities	2a. Site Administrator District Leadership under the Direction of the Director of EL Services 2b. Site Administrator
3. All ELs will **achieve full proficiency in English**.	ELPAC assessment results District developed Summative Assessment results ELSSA	3a. ELPAC Results 3b. District developed Summative Assessment Results 3c. Analysis of ELPAC growth – ELSSA by school, language group, and program	3a. Annually 3b. According to assessment timelines (see Chapter 4) 3c. Annually	3a., 3b. and 3c. District Leadership under the Direction of the Director of EL Services Site Administrators Teachers

GOAL	EVIDENCE	DATA COLLECTION	MONITORING TIMELINE	PERSON(S) RESPONSIBLE
4. ELs will **achieve academic success** comparable to EOs.	CAASPP ELA, Math (grades 3-8) District-adopted standardized assessments District report cards (intermediate) Participation rates in electives and extracurricular activities such as Art, Music, Sports (intermediate)	4a. CAASPP performance data in ELA and Mathematics with Cross-sectional profiles of performance by ELPAC level as well as disaggregation of data by school, grade level and language group	4a. Annually for state-mandated assessment; On a trimester basis aligned to grading cycles for report cards.	4a. Site Administrator District Leadership under the Direction of the Director of EL Services
5. Rates for ELs and RFEPs in **categories indicating risk for school failure** are no greater than those for EOs	Attendance Records Student Records CAASPP ELA, Math (grades 3-8)	5a. Data on suspensions, expulsions, other disciplinary actions, retentions, special education referrals, Student Study Teams, and GATE referrals	5a. Annually	5a. Site Administrators District Leadership under the Direction of the Director of EL Services
6. Students enrolled in alternative programs will **master language skills in Spanish as well as English**	Spanish version of State Standardized Tests CAASPP ELA, Math (grades 3-8) Bi-literacy Pathway Award Records	6a. Analysis of English Learner reading and mathematics scores on CAASPP scores in ELA and Mathematics, and district developed summative assessments 6b. Analysis of Spanish version of State Standardized test and district-adopted summative assessments 6c. Bi-literacy Pathway Award Criteria	6a. 6b. Annually, fall semester. 6c. Annually, spring	6a – 6c. Site Administrators District Leadership under the Direction of the Director of EL Services

Student Benchmark Expectations

Oxnard School District has identified minimal student benchmark expectations for English Learners enrolled in all program options (See Chapter 3 for detailed description of program options). These benchmarks allow for the collection and examination of student-level data sources

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that contribute to the overall analysis of program effectiveness as described above. The following data will be analyzed to monitor and support normative progress for all English Learners in Oxnard School District:

- State-mandated English language proficiency scores (ELPAC)
- District-adopted English Language Development benchmark assessment
- State-mandated, standardized CAASPP assessments (English Language Arts and Math)
- District English Language Arts and Math benchmarks aligned to the Common Core State Standards
- District English writing benchmark assessments

For English Learners in Alternative programs, the following additional data sources will be used to monitor and support normative progress:

- State-mandated, standardized Spanish assessments (Spanish Language Arts and Math)
- District benchmarks aligned to the Common Core State Standards (Spanish Language Arts and Math)
- District Spanish writing benchmark assessments

Based on the new California Department of Education guidelines for reclassification, Oxnard School District will apply the RFEP criteria of an ELPAC score of Well Developed Level 4 in combination with "*Nearly Met" or "Met*" scores on district ELA benchmarks and/or the CAASPP assessment to reclassify students. The minimum expectation for progress in English Language proficiency is one year's growth on the ELPAC, and to attain academic proficiency on the CAASPP assessments and/or district benchmarks within five years of entering U.S. schools. Students who have been enrolled in Oxnard School District for at least six years and haven't met the reclassification criteria will be considered Long-Term English Learners (LTELs). Students who do not meet the minimum progress benchmarks may be supported within the district's MTSS system and may be candidates for review by the Language Assessment Team (LAT) – see Chapter 4 for detailed information.

Table 9.3 Expected Benchmarks for English Learners

MINIMALLY EXPECTED BENCHMARKS for English Learners by year enrolled

Years in Program	1	2	3	4	5	6
ENGLISH LANGUAGE PROFICIENCY (All English Learners)						
ELPAC	I Novice Minimally Developed	II Minimally Developed Somewhat Developed	III Somewhat Developed Moderately Developed	IV Moderately Developed Well Developed	V Moderately Developed Well Developed	VI Well Developed
ELD District Benchmark Assessment	Early Emerging	Early Emerging	Early Expanding	Exit Expanding		Bridging
ENGLISH ACADEMIC ACHIEVEMENT (All English Learners)						
English: CAASPP – ELA	Standards Not Met	Standards Not Met			Standards Nearly Met	Standards Met/Exceeded
English: CAASPP – Math	Standards Not Met	Standards Not Met			Standards Nearly Met	Standards Met/Exceeded
English: District Reading Benchmark	Standards Not Met	Standards Not Met			Standards Nearly Met	Standards Met/Exceeded
English: District Writing Assessment	0-1 Standards Not Met	1-2 Standards Not Met			3 Standards Nearly Met	3-4 Standards Met/Exceeded
English: District Math Benchmark	Standards Not Met	Standards Not Met			Standards Nearly Met	Standards Met/Exceeded
SPANISH ACADEMIC ACHIEVEMENT (English Learners in Dual Language and Transitional Bilingual Programs)						
State Standardized Spanish Language Arts Assessment	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded
State Standardized Spanish Math Assessment	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded
Spanish: District Reading Benchmark	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded
Spanish: District Writing Assessment	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded
Spanish: District Math Assessment	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded	Standards Met/Exceeded

Using Program Effectiveness Information to Improve Implementation and Modify the Program

The evaluation data gathered and the analyses performed provide a rich source of information on program implementation and outcomes. The data will be used at the district and site levels.

Site Level Use of Information

The self-review materials will assist sites to determine strengths and areas of need in their programs, and to make adjustments accordingly. Site level reports identifying progress toward proficiency goals will be provided in order to assist school staff in identifying students in need of greater support. Individual teachers and grade level teams (departments at the middle school level) will use the English Learner Program Evaluation Data Collection Tool (EL-12 English Learner Program Evaluation Data Form) to monitor program implementation. After gathering data regarding program implementation, the site team will develop an action plan in the Single Plan for Student Achievement for professional development that establishes site needs, long-term goals and types of training experiences that are needed to improve instruction. The site professional development for teachers of English Learners should be clearly articulated with the overall district plan for professional development, and should include prioritization and support. Classroom visitations conducted by district personnel and site administrators will provide an additional perspective on implementation of recommended instructional practices. Annual improvement objectives and timelines will be established. This information will be included in the school's Single Plan for Student Achievement.

Site level student outcomes will be compared to district goals for English Learners. This information will be used to plan for improved implementation of the English Learner programs. The data reviewed and conclusions reached in the process of site level planning will be shared with the site ELAC members.

District Level Use of Information

At the district level, the annual analyses of student outcomes will determine the level of effectiveness of English Learner programs. Using site self-review data will enable district staff to identify areas of strength and target areas in need of improvement on a district-wide basis. After gathering data regarding program implementation, the ELCC will develop an action plan for professional development that establishes district needs, long-term goals and types of training experiences that are needed to improve instruction. The district plan for professional development for teachers of English Learners should be clearly articulated with the overall district plan for professional development, and should include prioritization and support. This will provide a foundation for program improvement planning, including professional development priorities and plans, in future years. An annual evaluation report on English Learner Programs will be shared at a regular meeting of the Board of Education in the fall of each school year. Data from the annual evaluation will also be shared with DELAC members. The report will focus on the extent to which programs have been implemented and an analysis of student performance specified by the indicators in Table 9.3.

District Infrastructure for Local Accountability and Responsibility

The District infrastructure allows for ensuring that ELs in Oxnard School District receive increased or improved services, in addition to core services in order to bolster language and literacy development. The district leadership will incorporate the recommendations from California's *ELA/ELD Framework* (Chapter 11 - Figure 11.7, pp. 992-993). All district personnel are responsible for the education of English Learners and for the success of EL programs. As such, designated roles are under the auspices of the Superintendent and Assistant Superintendent of Educational Services. The Director of English Learner Services provides district-wide leadership and consults with the Superintendent and Assistant Superintendent of Educational Services to coordinate services. District-wide decision-making and support systems address the education of English Learners as a priority and as such all directors are responsible for supporting ELs in Oxnard School District. Table 9.4 outlines key responsibilities at the district and site-level as part of the commitment to students and to parents as active partners in the education process.

EL Roadmap Principle 4A ~ (Alignment & Articulation)

Table 9.4: Evaluation and Accountability: Roles and Responsibilities

NOTE: Positions and staffing are reviewed on an annual basis. District-level and site-level leadership responsibilities for English Learner services remain a priority.

Role	Responsibilities
Student	• Attends school daily, arrives on time, and works for high achievement • Participates in school activities • Communicates regularly with parents, teachers and support staff
Parent	• Monitors and promotes EL's progress in academics, homework, attendance, and behavior through: • Support for ELs in activities to promote student achievement • Regular communication re: student progress with student, teachers and school • Attendance at parent conferences and school functions (e.g., Back to School Night, conferences) • Participation in school committees-----ELAC, Site Council. etc.
Classroom Teacher	• Implements specific EL programs as described in the English Learner Master Plan and provides instruction that aligns with state frameworks and district/state standards • Ensures delivery of appropriate ELD instruction • Monitors EL's progress, reviews school/district data, uses data to modify instruction, reviews content and ELD standards and assessment procedures. • Determines/implements differentiated strategies for ELs and RFEP students • Advocates for support services for students not meeting standards and benchmarks who may be at risk of retention or who require interventions in order to reach goals • Attends team meetings and informs parents of progress and strategies to support students in meeting standards • Uses data to understand and respond to student needs
Principal	• Monitors all aspects of staffing for and instruction in EL programs, according to the Master Plan • Monitors all procedures and legal requirements pertaining to ELs at the school • Monitors placement of ELs and oversees reclassification process • Reports periodically to district administration on implementation of EL programs and services • Leads and participates in the analysis and use of data to facilitate student progress monitoring • Provides leadership in all aspects of the educational program • Provides leadership and responsiveness in working with parents and community through structures such as the English Learner Advisory Committee (ELAC)
Assistant Principal	• Assists the principal in administration and monitoring of programs and services to English Learners
Teacher on Special Assignment (TOSA)	If assigned to a school site: • Adheres to district policy and direction in support of English Learner programs • Supports site administrator by monitoring student progress • Serves as a resource for the Student Study Team and the Language Appraisal Team (LAT) • Provides input on staff development opportunities and needs for teachers of ELs • Provides technical assistance and coaching support to teachers • Assists with data collection and surveys • Provides support and resources for parents of English Learners If assigned to the English Learner Services Department: • Provides expertise in English Language Development, primary language instruction, and student monitoring and programs • Assists with document reviews and has lead responsibility for supporting in-depth reviews • Supports parent involvement (Parent Conferences, workshops, ELAC/DELAC) • Visits assigned schools regularly and provides differentiated support to schools based on EL program implementation needs • Supports site TOSA with EL-related duties
Academic Counselor (Intermediate School)	• Assists with initial placements, using the Master Plan for ELs as a guide • Monitors progress of ELs toward meeting language and academic benchmarks • Assists with interpretation of student assessments, and collaborates with teachers, the site TOSA and others in devising individual program modifications and interventions, as needed

Role	Responsibilities
District English Learner Advisory Committee (DELAC)	• Reviews district-level data on program effectiveness and student achievement on an annual basis to frame recommendations for program improvement for the following year as part of its advisory role • Reviews the Annual Language Census report • Advises on issues relevant to English Learners in the District • Works with other District committees
English Learner Advisory Committee (ELAC)	• Reviews site-level data on program effectiveness and student achievement on an annual basis to frame recommendations for program improvement for the following year as part of its advisory role • Reviews the Annual Language Census report • Advises on issues relevant to English Learners at the site • Works with other site committees
Superintendent	• Evaluates district goals relative to the LEA and Title III Plans, including implementation of the English Learner Master Plan, student achievement, professional development, and evaluation and accountability • Consults with the Director of English Learner Services regarding EL Coordinating Council
Assistant Superintendent of Educational Services	• Collaborates with and supports Superintendent • Oversees compliance procedures relative to EL programs • Analyzes district and school site data • Provides overall support for EL Programs • Meets with principals and administrators to review plans, program modifications, timelines for implementation, and support services for school site • Oversees data collection, provides analysis, and presents reports • Prepares annual EL evaluation report together with the Director of English Learner Services • Collaborates with district staff and parent groups on annual program evaluation
Director of English Learner Services	• Supports sites in implementing the EL Master Plan • Monitors implementation of Master Plan, Evaluation Plan, and Monitoring Plan • Reviews district and site EL data • Monitors and supports implementation of the Title III Plan • Monitors the instructional materials used in the classroom delivery of ELD and core curriculum to English Learners • Develops work plan for, supervises, and works closely with TOSAs assigned to EL Services • Meets with principals to review site plans for services to ELs • Monitors compliance and EL procedures at the site and district levels • Works with other district-level administrators (Directors of Curriculum, Instruction, & Accountability; Special Education; Pupil Services; etc.) to provide ongoing training for site TOSAs, teachers, instructional assistants, and support staff (e.g., administrative assistants and school office staff) • Works with Assistant Superintendent of Human Resources to ensure timely recruitment, hiring and training of teachers for EL assignments • Monitors assessments used for evaluation of EL progress • Prepares the EL annual evaluation report • Shares results of evaluation with all stakeholders, including DELAC • In consultation with the Superintendent, Chairs the English Learner Coordinating Council
Director of Dual Language Programs	• Supports sites in implementing the EL Master Plan as it relates to Dual Language Programs • Monitors implementation of Master Plan, Evaluation Plan, and Monitoring Plan as it relates to Dual Language Programs • Reviews district and site Dual Language EL data • Monitors the instructional materials used in the Dual Language Programs • Meets with principals to review site plans for services provided to students in Dual Language Programs • Works with other district-level administrators (Directors of Curriculum, Instruction, & Accountability; Special Education; Pupil Services; etc.) to provide ongoing training for site TOSAs, teachers, instructional assistants, and support staff (e.g., administrative assistants and school office staff) • Works with Assistant Superintendent of Human Resources to ensure timely recruitment, hiring and training of teachers for Dual Language Program assignments

Role	Responsibilities
Assistant Superintendent of Human Resources	• Recruits and monitors placement of EL staff in collaboration with principals and the Director of English Learner Services • Arranges/Publicizes English Learner or Bilingual Authorization training and other needed staff development to ensure implementation of Master Plan for ELs in collaboration with the Director of English Learner Services • Monitors credentials of all personnel working with English Learners
Community Liaison (Outreach)	• Supports English Learners and develops relationships with parents and community

Chapter TEN

Resource Allocation

10

Chapter 10: Resource Allocation

Overview

This chapter provides an overview of the funding considerations for effective implementation of English Learner programs. The following topics are addressed in this chapter: (1) Local Control Funding Formula; (2) Budgetary Decision Making Processes for ELs; (3) Expenditure Alignment; (4) Types of Funding and Allowable Expenditures.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

III-EL 11: Supplement, Not Supplant, with Title III

III-EL11. General fund resources must be used to provide services and programs for English learners, including English language development and access to the core curriculum. The provision of such services and programs must not be contingent on the receipt of state or federal supplementary funds.

III-EL 12: Time Accounting Requirements

III-EL12. The LEA must properly assess charges for direct or indirect costs of Title III LEP and immigrant funds for salaries and wages in proportion to the allowable and identified quantity and duties of the employee.

12.1 Each employee paid in part from Title III and in part from a second funding source, or an employee paid from multiple cost objectives, must complete a Personnel Activity Report (PAR) each pay period, or an approved sampling method must be used. (2 *CFR* 200. 430)

12.2 Employees funded solely under Title III must complete a semiannual certification of such employment. (2 *CFR* §§200.61-62, 200.302, 200.430[a][i]; *EC* § 52853(a)(7).

Local Control Funding Formula

California's new Local Control Funding Formula (LCFF)[14] was signed into law in 2013. It proposed a new school finance system that is intended to provide more local control and a more equitable school finance system while allowing local districts the flexibility to determine how best to meet student needs with targeted attention to increase or improved services for low income students, English Learners (ELs) and foster youth for supplemental and concentration funds.

The Local Control Accountability Plan and Annual Update Template requires school districts to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

EL Roadmap Principle 3B ~ (Adequate Resources)

Oxnard School District Budget Decision Making Processes

Oxnard School District is committed to allocating sufficient funds to fully implement the English Learner Master Plan. Funds are allocated following the mandates prescribed by the Education Code, state regulations and district policies. Title III and other categorical funds are used to supplement the base educational program and not to supplant general fund monies.
The core program is supported by the general fund. Expenditures are audited annually by the district's Business Office and by external auditors.

The following process is used to develop plans for program operations and improvement, and the consequent allocation of funds.

1. The *School Board* approves the district *Superintendent's Goals and Objectives*. This is a plan to meet the needs of all students.

[14] Local Control Funding Formula (AB 97, SB 91, and SB 97); Local Control Accountability Plan (Education Codes 52060- 52077)

2. The Principal coordinates development of the Single Plan for Student Achievement (SPSA) and prioritization of needs based on data. The Principal is expected to align the SPSA to the district LCAP. The SPSA is reviewed with ELAC and approved by the School Site Council.

3. Site and District Advisory Committees take the following roles:

- The School Site Council develops, reviews, updates and approves the SPSA.
- ELAC members may advise and provide input on the SPSA.
- DELAC provides input on the LCAP.

The LCAP development process begins in February of each year and is adopted in the June Board meeting. The process starts with an in-depth review of progress towards previously set actions and services. Timelines for LCAP development are posted after the initial meeting. A month is allotted to develop and administer parent, student and staff surveys. The survey results are examined; actions and services are created and a meeting is set to consider final draft revisions, editing and translations. The LCAP is posted for public review and presented to the Board of Trustees at a study session. The updated LCAP is presented for adoption to the governing board.

Each fall, the district and site budgets are shared with the DELAC and site ELACs. In the spring, in preparation for the development of each school's SPSA and the District Title III plan, information on anticipated allocations is provided to the DELAC and site ELACs.

English Learner Master Plan Alignment to Expenditures

The English Learner Master Plan will be aligned programmatically and fiscally to major policy, planning and budgeting documents used at the district and site levels, including but not limited to:

1. Oxnard School District Board Policies
2. District Board and Superintendent Goals
3. LEA Plan
4. Local Control Accountability Plan (LCAP)

5. Title III Corrective Action Plans
6. Single Plans for Student Achievement (SPSA)
7. Federal Program Monitoring (FPM) items
8. Other relevant federal, state and local directives (Proposition 58 & EL Roadmap)

General Fund Resources

The district uses the General Fund to provide the base program for all students. Emphasis has been placed on aligning instruction to the Common Core State Standards (CCSS) by adopting standards-based materials approved by the California State Board of Education. Core materials in English Language Arts, English Language Development and Mathematics offer effective strategies to provide differentiated ELD by proficiency level. The base program includes district adopted ELD materials that provide equitable access to the core curriculum to improve English language proficiency, as well as academic achievement. For grades TK-5 the ELA core curriculum includes designated ELD and instructional materials in Spanish for those students in the Transitional Bilingual Education (TBE) and Dual Language (DL) programs. Funding is used for core curricular materials, instructional supplies, administrator and teacher salaries, and other district services as well as multi-tiered, data-based instruction, and monitoring and intervention programs to improve and evaluate the base program.

Supplemental Funds

Both the state and federal governments provide supplemental funds that are used to support programs and services for English Learners. These funds must not be used to replace or supplant the base program. The district receives Title I, Title III and LCFF funds allocated exclusively to benefit English Learners. The funding for English Learners is based on annual needs assessments with a focus on designing, implementing and monitoring language acquisition and academic achievement as delineated and aligned to the Single Plan for Student Achievement (SPSA).

The table below provides information on several important sources of supplemental funds.

Table 10.1a Major Categorical Programs: Funding Sources and Allowable Expenditures

	Title 1, Part A*	LCFF
Funding Source Description	A federal program that provides supplementary funds to help improve instruction in high poverty schools to ensure all students meet state academic standards and narrow the achievement gap.	A state program requiring increased or improved services for English Learners
Students to be Served	English Learners performing in the Standards "*Not Met*" and Standards "*Nearly Met*" Achievement Levels on CAASPP	English Learners
Support Personnel	• Reading/Math/ELD Coaches • Intervention teachers • Instructional Assistants	• Reading/Math/ELD Coaches • Intervention teachers • Instructional Assistants • Multilingual parent advisor • Multilingual community liaison
Support of Other Core Subject Areas		• Instructional materials and equipment • Professional development •
Capacity Building/Professional Development	• Academic Conferences • Training • Consultants • Principal Coaching • Teacher Stipends • Teacher Substitutes • Training Materials/Resources • Duplication • Conferences/Workshops that support school plan goals	• Academic Conferences • Training • Consultants • Principal Coaching • Teacher Stipends • Teacher Substitutes • Training Materials/Resources • Duplication • Conferences/Workshops that support school plan goals

Table 10.1a Major Categorical Programs: Funding Sources and Allowable Expenditures		
	Title 1, Part A*	**LCFF**
School Climate, Parent Engagement, Family Support and Learning Environment	Set aside 1% of Title I allocation for parent involvement activities • Food for parent meetings and trainings • School Site Council expenditures • Parent training/education opportunities • Parent workshops • Speakers for parent workshops • Duplication • Parent support materials • Translation Support Personnel: • Attendance incentives and home visits • Parent Advisor/Community Liaison • Parent Orientations • Kinder Academy and Pre-K Articulation • Attendance Clerk • Student Outreach Worker • School Nurse/Paraeducators • Counselor/Therapist • Healthy Start	Set aside 1% of Title I allocation for parent involvement activities • Food for parent meetings and trainings • School Site Council expenditures • Parent training/education opportunities • Parent workshops • Speakers for parent workshops • Duplication • Parent support materials • Translation Support Personnel: • Attendance incentives and home visits • Parent Advisor/Community Liaison • Parent Orientations • Kinder Academy and Pre-K Articulation • Attendance Clerk • Student Outreach Worker • School Nurse/Paraeducators • Counselor/Therapist • Healthy Start
Appropriate Expenditure Examples	• Extended day/year for targeted students • Supplemental instructional materials that support standards and core program • Specialized and targeted interventions • Primary language instruction/support • Academic interventions	• Extended day/week/year for targeted students • Supplemental instructional materials and equipment • Primary language instruction/support • Primary language materials • Targeted interventions to accelerate reclassification of ELs • Support for reclassification process • Support for language assessments • Support for monitoring academic progress of all students

Inappropriate Expenditure Examples	• Supplanting general funds • Strategies not based on scientific research or with no data to support increased achievement • Regular teacher • Food for staff meetings	• Supplanting general funds • Regular teachers • Food for staff meeting • Capital outlay

Table 10.1b Major Categorical Programs: Funding Sources and Allowable Expenditures

Funding Source	Title III	Immigrant Education
Funding Description	A federal program providing funding to enhance the education of ELs. This funding is directly associated with the state goals to ensure that ELs make annual progress toward English language proficiency.	A federal program that provides supplemental funds to • Support high-quality and comprehensive educational programs for migratory children to help reduce the educational disruptions and other problems that results from repeated moves. • Ensure that migratory children receive full and appropriate opportunities to meet the same challenging. • State academic content and student academic achievement standards that all children are expected to meet. • Overcome migratory, cultural and language barriers, social isolation, various health-related problems, and help children to make successful transition to post-secondary education or employment.
Students to be Served	English Learners, K-12	Students who qualify for Migrant Services and who are identified as Priority for Service

Support Personnel	• Reading/Math/ELD Coaches • Intervention teacher • Instructional Assistant • Multilingual parent advisor • Multilingual community liaison	• Migrant Teachers • Instructional Assistants • Teachers on Special Assignment • Peer coaches

Table 10.1b Major Categorical Programs: Funding Sources and Allowable Expenditures		
Funding Source	**Title III**	**Immigrant Education**
	Examples of Expenditures for funding source	
Appropriate Expenditure Examples	• Provisions of supplemental "high quality language instruction educational programs" • Provision of high quality professional development to classroom teachers, principals, administrators and other school or community-based organizational personnel • Upgrading program objectives and effective instructional strategies • Improving the instructional program for ELs by identifying and acquiring supplemental curricula, instructional materials, and educational software to be used afterschool, for intervention and Saturday school	• Extended day/year for targeted students • Supplemental instructional materials that support standards and core program • Specialized and targeted interventions and professional development • Supplemental instructional materials and equipment • Primary language materials and professional development • Academic interventions and professional development
Inappropriate Expenditure Examples	Supplanting general funds	• Supplanting the base program • Delivering the core instructional program (i.e., the migrant teacher provides the core curriculum for students) or providing required academic guidance to migrant students • Administering required summative or formative assessments (i.e. administering CAASPP assessments, ELPAC, etc.)

Resource Allocation Monitoring

At the school-site level, all expenditures must be aligned to the SPSA. Documentation showing evidence of how the programs are funded and aligned to the goals of the SPSA is maintained. All SPSAs are reviewed by the Educational Services and Business Departments. The School Site Council supports the review of expenditures. The Assistant Superintendent of Educational Services and the Business Department oversee and monitor site-level expenditures.

At the district level, monitoring of funds guides the designated and effective use of allocated resources to ensure coherence with established federal, state, and district guidelines. Expenditures are monitored by each department according to the designated actions and services detailed in the LCAP.

The district and school sites follow a budget process to ensure transparency of expenditures for all stakeholders. The district ensures that all schools are compliant in spending EL designated funds to maximize the impact of the core and supplemental services for ELs.

Glossary

Glossary of Terms

Alternative Program
A program option for English Learners whose parents choose to waive the requirement to participate in a program that is almost all in English. The Alternative Program models in the Oxnard School District include Transitional Bilingual Education and Dual Language Immersion.

Bilingual Authorization
Teachers of English Learners (ELs) must hold an appropriate document or authorization for content instruction delivered in primary language, English language development, and specially designed academic instruction delivered in English. The California Commission on Teacher Credentialing (CCTC) specifies approved bilingual authorizations, including documents such as:

(1) **BCC.** *Bilingual Certificate of Competence*. A teaching credential that certifies teachers to work with students in bilingual classrooms.

(2) **BCLAD.** *Bilingual, Cross-cultural, Language and Academic Development* authorization. Authorizes the holder to provide: English Language Development (ELD); Specially Designed Academic Instruction in English (SDAIE); instruction in the primary language; and instruction for primary language development.

Bilingual Alternative Program
An alternative to a mainstream or Structured English Immersion program, featuring some form of bilingual education. See reference to *Alternative Program* above.

CAASPP
California Assessment of Student Performance and Progress
The state mandated summative assessment. Student performance in grades 3-8 is assessed in English Language Arts, Mathematics and Science (5th & 8th only)

CDE
California Department of Education

California Standards for the Teaching Profession (CSTP)
A set of standards adopted in 2009 by the Commission on Teacher Credentialing organized around six interrelated domains of teaching practice that represent a developmental, holistic view of teaching.

CUM

Child's Cumulative Record is a vital pupil record and legal document that is to be maintained in perpetuity as mandated by the California Education Code. It serves as an introduction to the student's next teacher, counselor, or administrator. Reliable information accurately recorded will improve communication about the student from teacher to teacher and school to school. This publication provides instructions for counseling office procedures and responsibilities as they pertain to the maintenance and transfer of student records.

DELAC

District English Learner Advisory Committee An advisory committee that advises the district's governing board on programs and services for English Learners.

Designated English Language Development

The California English Language Arts/English Language Development Framework defines Designated ELD as "a protected time during the regular school day when teachers use the CA ELD Standards as the focal standards in ways that build *into and from content instruction* in order to develop critical English language skills, knowledge abilities needed for content learning in English." It is a systematic, explicit component of the English Learner's total educational program and critical to the success of the District's Comprehensive ELD Program.

Dual Language Programs (DLI)

Dual Language Programs offer students the opportunity to become bilingual and bi-literate by developing advanced language/ literacy skills in two languages. The goal is acquisition of academic proficiency in two languages, English and the English Learners' primary language, together with mastery of academic core content. Instruction is in English and the primary language. Students continue to participate in the program after attaining English fluency, in order to continue to develop strong primary language skills and cultural proficiency.

EL

English Learner English Learner students are those students for whom there is a report of a primary language other than English on the state-approved Home Language Survey and who, on the basis of the state approved oral language (grades kindergarten through grade twelve) assessment procedures and literacy (grades three through twelve only), have been determined to lack the clearly defined English language skills of listening comprehension, speaking, reading, and writing necessary to succeed in the school's regular instructional programs. Other terms are sometimes to describe English Learners, including LEP (Limited-English-Proficient), a term still used in federal legislation, and ELL (English Language Learner).

EL Folder

This is a folder that contains all relevant information regarding the language and academic progress of English Learners. Stored in the student's Cumulative Record folder at the school the student

attends.

ELA
English Language Arts

ELAC
English Learner Advisory Committee A committee that advises the principal and school staff on programs and services for English Learners.

ELD
English Language Development English-Language development is a specialized program of English language instruction appropriate for the English Learner (EL) student's (formerly LEP students) identified level of language proficiency. This program is implemented and designed to promote second language acquisition of listening, speaking, reading, and writing. ELD is comprised of **Designated ELD and Integrated ELD** (see definitions in glossary of terms). Links to the ELD standards are available on the CDE ELD Standards Web page at http://www.cde.ca.gov/sp/el/er/eldstandards.asp
.

ELPAC
English Language Proficiency Assessment of California A state test required of all English Learners. Given to students when they first enter a California school (Initial administration), and annually thereafter each fall (Annual administration). The ELPAC measures limited English proficient students' achievement of the California English Language Development (ELD) Standards in kindergarten through grade twelve (K-12). Three purposes for the ELPAC are specified in state law: (1) identifying students as limited English proficient; (2) determining the level of ELP for students who are limited English proficient; and (3) assessing the progress of limited English proficient students in acquiring the skills of listening, speaking, reading and writing in English.
The California Department of Education transitioned to this new English proficiency assessment system that replaced the California English Learners Development Test (CELDT) in 2018 (see CDE website for more information).

ELSSA
English Learner Subgroup Self-Assessment An instrument developed by the State Department of Education for use by districts in Program Improvement status under Title III of the federal No Child Left Behind program. Title III provides funding for English Learners.

English Learner Authorization
According to the California Commission on Teacher Credentialing (CCTC), the English Learner

Authorization and CLAD (Cross-Cultural, Language and Academic Development) Certificate authorize instruction to English Learner students for English Language Development (ELD) and Specially Designed Academic Instruction in English (SDAIE). Visit the CTC website for information on other approved authorizations to teach ELs.

English Language Mainstream Program (ELM)
The goal for English Learners in the ELM program is to develop academic proficiency in English. Instruction is overwhelmingly in English. However, special support options are provide for English Learners as needed.

Enrollment Center
Enrolls and assesses English Learners, K–8, at the time they first enter district schools.

EO
English Only student. A student with no home language other than English.

FPM
Federal Program Monitoring A state review process focused on determining whether a district's programs are in compliance with federal and state law and regulations.

Front Loading
It involves the students accessing prior knowledge about the new content, learning essential vocabulary that will be used throughout the lesson and using their prior knowledge and new vocabulary to develop predictions.

GATE
Gifted and Talented Education Students who are enrolled in a public elementary or secondary school and are identified as possessing demonstrated or potential abilities that give evidence of high performance capability, and enrolled in Gifted and Talented Education (GATE). High performance capability is defined by each school district governing board. Each district shall use one of more off the following categories in defining the capability: Intellectual, creative, specific academic, leadership, high achievement, performing and visual arts talent, or any other criterion proposed by the district and approved by the State Board of Education in the district's GATE application.

HLS
Home Language Survey Federal and state law require schools to determine the language used in the home of each student. The purpose of the HLS is to help identify students in need of ELD services. Based on the responses on the HLS, students may be tested with the ELPAC to determine

their level of ELP. The HLS form is to be completed by the student's parent or guardian at the time of first enrollment in a California public school. A sample is available on the CDE English Learner Forms Web page at http://www.cde.ca.gov/ta/cr/elforms.asp Given to each parent at the time of the student's initial enrollment.

IEP
Individualized Education Plan

IFEP
Initially Fluent English Proficient Students with a primary language other than English who took the ELPAC within 30 calendar days of enrollment in a U.S. public school and who met the criterion for English Language proficiency are identified as IFEP.

Integrated English Language Development
Integrated ELD is defined in the California English Language Arts/English Language Development Framework as "ELD taught throughout the day and across the disciplines. All teachers with ELs in their classrooms should use the CA ELD Standards in addition to their focal CA CCSS for ELA/Literacy and other content standards to support their ELs' linguistic and academic progress." It is one of the components of the English Learner's total educational program and critical to the success of the District's Comprehensive ELD Program.

Individualized Professional Learning Plan (IPLP)
A professional learning portfolio unique to a teacher's students' learning needs capturing the teacher's professional development goals. This plan should be informed by the California Standards for the Teaching Profession (CSTP).

L1
The language that has been identified as the student's primary or home language.

L2
The second language the student acquires (usually refers to English).

Language Census (Form R30-LC)
The Language Census (form R30—LC) is an annual data collection that takes place in March and is used by the California Department of Education (CDE) to collect the following categories of data: number of English Learner students (EL) and fluent-English-proficient (FEP) students in California public schools (kindergarten through grade twelve) by grade and primary language; the number of EL students enrolled in instructional settings or receiving services by type; the number of students redesignated from EL to RFEP from the prior year; and the number of certified staff members providing instructional services to EL students.
Annual language census report.

LAT
Language Appraisal Team This team is responsible for monitoring the progress of English Learners. They provide oversight and guidance in the following areas: 1) Monitor and review of ELs language and academic development 2) Review overall and annual representation of ELs in Special Education services 3) Review EL instructional program placement, progress, and intervention, and 3) Monitor progress of RFEP students.

LCAP
Local Control and Accountability Plan This plan is mandated as part of the Local Funding Control Funding Formula, or LCFF. It is a planning tool for districts in the State of California to show how they will improve student outcomes and performance- especially for low income students, English Learners and foster youth.

LEA
Local Education Agency An LEA is a government agency that supervises local public primary and secondary schools in the delivery of instructional and educational services. LEAs include school districts, county offices of education, special state schools, and independent public charter schools.

LEP
Limited-English-Proficient LEP is a federal designation of an individual who does not speak English as the primary language and who is not proficient in listening, speaking, reading, or writing in English.

LTELS
Long Term English Learner English Learners who are enrolled in any of grades 6 to 12, inclusive, has been enrolled in schools in the United States for six years or more years, has remained at the same English Language proficiency level for two or more consecutive years as determined by the English Language Development Test identified or developed pursuant to Section 60810, or any successor test, and scores far below basic or below basic on the English language arts standards-based achievement test administered pursuant to Section 60650, or any successor test.

MTSS
Multi-Tiered System of Supports A whole-school, data-driven, prevention-based framework for improving learning outcomes for EVERY student through a layered continuum of evidence-based practices and systems

Newcomer
A student who is a recent immigrant to the United States (i.e., has been in U.S. schools for less

than 24 months).

OCR
Office for Civil Rights

Parent Initiated Inter-District Transfer
A procedure that allows parents in the district equal access to enroll their child(ren) in the school of choice.

Parental DLI program request
Parents or legal guardians must apply in writing and in person, annually. The DLI application is a request that the child be transferred to classes where they are taught in English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law.

Primary Language (L1)
The primary language is the language that is identified for K-12 students at the local level from information gathered on the Home Language Survey to determine whether a student should be assessed with the California English Language Proficiency Assessment (ELPAC). The primary language, also known as "native language," or "home language" should be identified only once during the course of a student's school career and should never change.

Primary Language Instruction
Primary language (L1) instruction refers to lessons taught directly and primarily in the primary language by a qualified teacher and supported by corresponding written materials in the primary language.

Primary Language Support
Primary language support is instructional support provided through the English Learner (EL) student's (formerly LEP students) primary language. This support does not take the place of academic instruction through the primary language but may be used to clarify meaning and facilitate student comprehension of academic content area concepts taught mainly through English.

Reclassification
Reclassification is the local process used by LEAs to determine whether a student has acquired sufficient English language fluency to perform successfully in academic subjects without ELD support. California Education Code (EC) Section 313(f) specifies the four criteria that must be used when making reclassification decisions locally.

RFEP
Reclassified Fluent-English-Proficient. Students with a primary language other than English who were initially classified as English Learners, but who have subsequently met the LEA criteria for English Language Proficiency and are determined to be RFEP.

EC Section 323(f) specifies four criteria that LEAs must use in reclassifying students from English Learner to RFEP. The four criteria are: (1) Assessment of ELP, which in California is the ELPAC. (2) Teacher evaluation of a student's academic performance, which can be based on the student's report card grades, grade point average, or other measure that LEAs use to determine students' academic performance. (3) Parent opinion and consultation, which involves parents or guardians, if possible, in a discussion about their child's ELP and meeting the guidelines for reclassification. (4) Comparison of performance in basic skills against an empirically established range of performance in basic skills.

SDAIE
Specially Designed Academic Instruction in English An approach to teach academic courses to English Learner (EL) students (formerly LEP students) in English. It is designed for nonnative speakers of English and focuses on increasing the comprehensibility of the academic courses typically provided to FEP and English-only students in the district. Students reported in this category receive a program of ELD and, at a minimum, two academic subjects required for grade promotion or graduation taught through (SDAIE).

Second Language (L2)
The second language a student learns.

Structured English Immersion (SEI)
Structured English Immersion Classes where EL students who have not yet met local district criteria for having achieved a "good working knowledge" (also defined as "reasonable fluency") of English are enrolled in an English language acquisition process for young children in which nearly all classroom instruction is in English but consists of a curriculum and presentation designed for children who are learning the language.

SSC
School Site Council Advises the principal on development of the school plan, including allocation of funds. SSC has the power to approve the school plan before it is sent to the Governing Board.

SST
Student Study Team A committee of teachers, administrators and the parent that is convened to determine whether a child is in need of and eligible for Special Education services. The SST continues to meet periodically to review the student's progress in the program.

Transitional Bilingual Education (TBE)
Transitional Bilingual Education provides content area instruction in the native language while teaching English. The goals of this program are to ensure that students (1) meet grade level content and performance standards; (2) develop skill and proficiency in reading at grade level in Spanish; (3) become fully proficient in English, including listening, speaking, reading and writing; and (4) successfully move to the English Language Mainstream program.

UDL
Universal Design for Learning Strategies implemented in all classrooms. The aim of UDL is to give students an equal opportunity to learn by using a variety of teaching methods that diminish barriers to learning and provides the flexibility to interact with the curriculum in different ways.

Forms

1803

Forms

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort **Date of Meeting:** August 21, 2019

Agenda Section: Section D: Action Items

Reimbursement for Teacher Substitute at Rio School District (Aguilera-Fort)

Board of Trustees member Denis O'Leary, a classroom teacher at Rio Elementary School District, attended a meeting at the Mexican Consulate in Los Angeles on February 25, 2019.

A teacher substitute fulfilled Mr. O'Leary's teaching assignment in Rio on that date, and Rio School District has requested reimbursement for the substitute costs of $135.96.

Education Code Section 44987.3 (d) stipulates "Following the school district's payment of the employee for such leave of absence, the school district shall be reimbursed by the board, commission, committee, or group which the employee serves for the compensation paid to the employee's substitute and for actual administrative costs related to the leave of absence granted to the employee under this section, upon written request for such reimbursement by the school district."

FISCAL IMPACT:

Reimbursement is requested in the amount of $135.96 to be paid from the General Fund.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3.

ADDITIONAL MATERIALS:

Attached: DOLSubReimb Teacher Substitute 082119.pdf

BOARD AGENDA ITEM

Name of Contributor: Superintendent Aguilera-Fort Date of Meeting: August 15, 2019

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

- ____ Academic
- ____ Enrichment
- ____ Special Education
- ____ Support Services
- ____ Personnel
- ____ Legal
- ____ Facilities

SECTION D: ACTION X____
SECTION F: BOARD POLICIES 1ST Reading _____2nd Reading _____

Reimbursement for Teacher Substitute at Rio School District (Aguilera-Fort)

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FISCAL IMPACT

Reimbursement is requested in the amount of $135.96 to be paid from the General Fund.

RECOMMENDATION

It is the recommendation of the Superintendent that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3**.**

ADDITIONAL MATERIAL

Attached: None.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort **Date of Meeting:** August 21, 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:

- August 7, 2019, Regular Board Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ADDITIONAL MATERIALS:

Attached: 8-7-2019 Bd Minutes.pdf

Regular Board Meeting
August 7, 2019

The Board of Trustees of the Oxnard School District met in regular session at 5:06 p.m. on Wednesday, August 7, 2019 at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were Trustees, Debra Cordes, Jesus Vega, Monica Madrigal Lopez and Denis O'Leary. President Veronica Robles-Solis informed she would be late. Staff members present were District Superintendent Mr. Karling Aguilera-Fort, Assistant Superintendents Dr. Ana DeGenna, Janet Penanhoat and Dr. Jesus Vaca, and Executive Assistant Rose Chaparro.

ROLL CALL

Rudy Magallon, student in the Summer School Program, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mirella Herrera and Nancy Magallon students in the Summer School Program read the District's Vision and Mission Statements in English and Spanish respectively.

DISTRICT'S VISION AND MISSION STATEMENTS

Dr. Ginger Shea, Director of the Summer School Program introduced Nancy Magallon, 7th grade student from Frank; Ruby Magallon, 5th grade student from Harrington; and Mirella Herrera 4th grade student from Brekke, who will participate in the Superintendent's Fellows, a group of students that will advise the Superintendent on what is going on at the school sites.

PRESENTATION BY THE SUMMER SCHOOL PROGRAM

Following the presentation, Trustee Madrigal Lopez gave a token of appreciation on behalf of the Board to the students that participated in the meeting.

A.4 On motion by Trustee Cordes, seconded by Trustee Vega and carried on a roll call vote of 4-0, the Board approved the agenda as presented.

ADOPTION OF THE AGENDA

A.5 Ms. Letitia Austin, Public Information Officer, provided the Board of Trustees with an overview and update on the District's Strategic Communication Plan and the efforts put in place to meet District Goal 2: Improve Communication with Parents, Community and Staff of the District Vision, Mission, and Goals & Objectives.

A.6 No one addressed the Board

PUBLIC PARTICIPATION/ COMMENTS

A.7 ANNOUNCEMENTS PRIOR TO CLOSED SESSION August 7th, 2019:

CLOSED SESSION

The Board recessed to Closed Session to consider the following:

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION: one (1) case
- EXISTING LITIGATIONS: Existing litigations four (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

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

- Case No. 18-02 Expulsion Record Expungement (Action Item)
- Case No. 18-09 Readmission (Action Item)
- Case No. 18-17 Expulsion (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.

Lastly, PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE, under *Government Code,* Section 54957 and *Education Code,* Section 44943:

- Public Employee(s) Discipline/Dismissal/Release.
- Reassignment, Appointment:

A.8 Trustees convened to closed session at 5:56 p.m. until approximately 7:12 p.m. to discuss items on the closed session agenda. CLOSED SESSION

A.9 President Robles-Solis reported that the Board would reconvene later and that there was no action to report. REPORT ON CLOSED SESSION

A.10 Dr. Jesus Vaca, Superintendent Assistant, Human Resources, introduced the newly appointed Administrators:
Tyler Higa, Principal, Curren K-8 school; David de los Santos, Assistant Principal, Frank Middle school; Cristina Huizar, Assistant Principal, Frank Middle School; Diana Perez, Assistant Principal, Soria School; Tammy Smith, Assistant Principal, Driffill K-8; Assistant Principal, Drifill K-8

B PUBLIC COMMENTS/HEARINGS PUBLIC COMMENTS

B.1 PUBLIC COMMENTS

- Kim, Measure "D"; concerns about the Seabridge Project
- Lisa Zindrowsky; concerns about the Seabridge Project
- Ilene Poland, new school year.

B.2 On Motion by Trustee O'Leary, seconded by Trustee Cordes, on a roll call vote of 5-0 the Board authorized Oxnard School District to enter into negotiations with the Sunshine of the Oxnard Educators Association (OEA).

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
(Motion # 19-1)

C CONSENT AGENDA
On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, on a roll call vote of 5-0 the Consent Agenda was approved as presented.

CONSENT AGENDA
(Motion # 19-2)

C.1 The Board approved the following Agreements
Academics:

- #19-60 with CABE 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 paid with Title III funds.

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.

Facilities:

- #19-52 with Interface Children and Family Services establishes the terms between the Oxnard School District and Interface Children and Family Services for the 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.

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.

(Approval of Agreements)

- #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.

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 The Board ratified the following Agreements: (Ratification of Agreements)

Academics:

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

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.

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.

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).

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.

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.
- #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 I 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.

C.3 Approved the 2018-19 Quarterly Report on Williams Uniform Complaint, fourth quarter, as presented. (Approval of the 2018-19 Quarterly Report on Williams Uniform Complaints, Fourth Quarter)

C.4 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)

Name	**Position**	**Effective Date**
New Hires		
Barragan, Mayra A.	Library Media Technician, Position #1849 Elm 5.0 hrs./190 days	04/29/19
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
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)	05/20/2019
Torres, Alfred	Clerical (substitute)	05/20/2019
Washington, Ashleigh K.	Paraeducator (substitute)	05/24/2019

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

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
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	07/29/2019
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	07/29/2019
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	08/26/2019
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	08/26/2019
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	07/29/2019
Aspuria, John	Site Technology Technician, Position #2511 Ramona 7.0 hrs./ 221 days Site Technology Technician, Position #2947 Haydock 5.0 hrs./ 12 months	07/29/2019

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

Return from Leave of Absence		
Grande, Carmen E.	School Office Manager, Position #1820 Marshall 8.0 hrs./ 210 days	05/20/2019
Released during Probation		
10574	Language Assessment Technician, Position #2443	05/23/2019
Medical Layoff		
1362	Paraeducator II, Position #6581	06/27/2019
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, Position #2300 Educational Services 8.0 hrs./246 days	05/31/2019
Gardner, Stephen A.	Bus Driver, Position #1453 Transportation 6.0 hrs./183 days	06/14/2019
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

Listed below are the 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. (Certificated)

Name	**Position**	**Effective Date**
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 19, 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 19, 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

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	July 26, 2019
Yale, Beth	Teacher, SPED M/M	June 14, 2019

Leave of Absence

Fedele, Joy	Teacher	08/19/2019 – 01/6/2020

C.5 Ratified 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. (Ratification of amendment #1 to agreement #19-05, maxim healthcare services inc.)

C.6 District enrollment as of June 14, 2019 was 16,162. This is 387 less than the same time last year. Information only. (Enrollment Report)

C.7 Ratified 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. (Ratification of the District's Submission of the 2019-20 Consolidated Application for Funding)

C.8 Approved the interfund transfer from General Fund to Fund 710 (Retiree Benefits Fund), in the amount of $ 4,073,144.00. (Approval of Interfund Transfer)

C.9 Accepted the "Disclosure of Collective Bargaining Agreement" form for Management & Confidential and OSSA as presented. (Disclosure of Collective Bargaining Agreement

with Management & Confidential and OSSA)

C.10 Accepted the "Disclosure of Collective Bargaining Agreement" form for CSEA as presented. (Disclosure of Collective Bargaining Agreement with CSEA)

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

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

C.13 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 (Establish/ Abolish/ Increase/ Reduce Hours of Position)

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

C.15 Approved 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. (Approval of New Classification and Job Duties for Site Technology)

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

C.17 Ratified Resolution #19-06 with the California Department of Education – Child Development Division.

(Ratification of Resolution #19-06 – California Department of Education – Child Development Division Contract #CSPP-9670)

C.18 Ratified 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.

(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)

C.19 Ratified 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.

(Ratification of Amendment #3 to Agreement #18-114 – Exceptional Educational Consultants Inc.)

C.20 Approved 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.

(Approval of Contractor Contingency Allocation No. 005 to Construction Services Agreement #16-199 with Bernards Bros. Inc. for the Elm Elementary School Reconstruction Project)

C.21 Ratified 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.

(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)

C.22 Ratified 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.

(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)

C.23 Ratified 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.

(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)

C.24 Ratified 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.

(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)

C.25 Ratified 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 approved project budget, as per the June 2019 six-month report.

(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)

C.26 Ratified 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.

(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)

C.27 Ratified 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.

(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)

C.28 Approved 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.

(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)

C.29 Ratified 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.

(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)

C.30 Ratified 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.

(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)

C.31 Ratified Amendment #2 to Agreement #18-22 with DecisionInsite, LLC. Amount not to exceed $3,295.00, to be paid out of the General Fund.

(Ratification of Amendment #2 to Agreement #18-22 with DecisionInsite, LLC)

C.32 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.

(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)

C.33 Approval 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 paid out of Contractor Contingency. The remaining Contractor Contingency Balance will be $10,866.86.

(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)

C.34 Approved 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.

(Approval of Notice of Completion, McAuliffe ES Kinder/Flex Project)

C.35 Ratified 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.

(Ratification of Amendment # 1 to Agreement #18-72 with 3Chords Inc., dba/Therapy Travelers)

C.36 Accepted and adopted 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 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.

(Approval and Adoption of the June 2019 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program)

C.37 Approved the State Preschool Parent Handbook for 2019-2020.

(Approval of State Preschool Parent Handbook for 2019-20)

C.38 Approved 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.

(Approval of Consultant Services Agreement #19-95 with Leadership Associates, LLC)

C.39 Approved 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.

(Approval of Agreement #19-94- All Languages Interpreting & Translating)

C.40 Approved Agreement #19-93 with Oxnard Performing Arts Center. Amount not to exceed $3,008.00, to be paid from the General Fund.

(Approval of Agreement #19-93 – Oxnard Performing Arts & Convention Center)

D Action Items

ACTION ITEMS

D.1 On Motion by Trustee O'Leary, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0 the Board approved 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.

APPROVAL OF REVISED 2018-19 COMPENSATION FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES
(Motion # 19-3)

D.2 On Motion by Trustee O'Leary, seconded by Trustee Vega and carried on a roll call vote of 3-2, Trustee Cordes and President Robles-Solis being the No votes, the Board approved the revised job descriptions, as presented.

APPROVAL OF REVISED JOB DESCRIPTIONS:

ASSISTANT PRINCIPAL, PRINCIPAL-ELEMENTARY, MASTER PRINCIPAL-ELEMENTARY, PRINCIPAL-MIDDLE SCHOOL/K-8, MASTER PRINCIPAL-MIDDLE SCHOOL/K-8
(Motion # 19-4)

D.3 On Motion by Trustee Cordes, seconded by Trustee O'Leary, and carried on a roll call vote of 5-0, the Board of Trustees adopted 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.

APPROVAL OF THE OXNARD SCHOOL DISTRICT AND OXNARD EDUCATORS ASSOCIATION ("OEA") 2018-19 COLLECTIVE BARGAINING AGREEMENT
(Motion # 19-5)

D.4 On Motion by Trustee O'Leary, seconded by Trustee Cordes, and carried on a roll call vote of 5-0, the Board of Trustees adopted 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.

APPROVAL OF THE REVISIONS TO THE OXNARD SCHOOL DISTRICT AND OXNARD SUPPORTIVE SERVICES ASSOCIATION ("OSSA") 2018-19 COLLECTIVE BARGAINING AGREEMENT
(Motion # 19-6)

D.5 On Motion by Trustee Madrigal Lopez, seconded by Trustee Cordes, and carried on a roll call vote of 5-0, the Board of Trustees approved 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.

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR THE 2019-20 SCHOOL YEAR
(Motion # 19-7)

D.6 On Motion by Trustee O'Leary, seconded by Trustee Vega, and carried on a roll call vote of 5-0, adopted 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.

APPROVAL OF THE REVISIONS TO THE OXNARD SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 272 ("CSEA") 2018-19 COLLECTIVE

	BARGAINING AGREEMENT (Motion # 19-8)
D.7 On Motion by Trustee O'Leary, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 5-0, the Board of Trustees approved the Variable Term Waiver for a provisional internship permit authorization in Special Education M/M RSP for Vanessa Kengni and Ann Cano, as presented.	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 (Motion # 19-9)
D.8 On Motion by Trustee Vega, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0, having Trustee O'Leary stepped away, the Board approved the Variable Term Waiver in Speech Pathology for Ana Molina, as presented.	APPROVAL OF THE VARIABLE TERM WAIVER IN SPEECH PATHOLOGY FOR 2019-20 FOR ANA MOLINA
D.9 On Motion by Trustee Madrigal Lopez, seconded by Trustee Cordes, and carried on a roll call vote of 4-0, having Trustee O'Leary stepped away, the Board of Trustees 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 (Motion # 19-10)
D.10 On Motion by Trustee Cordes, seconded by Trustee O'Leary, and carried on a roll call vote of 5-0, the Board of Trustees adopted Resolution #19-08. 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.	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 (Motion # 19-11)
D.11 On Motion by Trustee O'Leary, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 5-0, the Board of Trustees adopted 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	APPROVAL OF RESOLUTION #19-07 OF THE BOARD OF TRUSTEES OF THE

to Submit Project Funding Request Applications for the Rose Avenue Reconstruction Project. No identified fiscal impact at this time.

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
(Motion # 19-12)

D.12 On Motion by Trustee Vega, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board approved the Acknowledgement and Employment Agreement Amendments attached. The fiscal impact is $11,313 to be paid out of the general fund.

CONSIDERATION OF APPROVAL OF ACKNOWLEDGEMENT OF OBLIGATION AND APPROVAL AMENDMENTS TO EMPLOYMENT AGREEMENTS FOR CABINET MEMBERS
(Motion # 19-13)

D.13 A public meeting was held to open sealed proposals, and receive any oral proposals, to enter into an agricultural lease of the Doris/Patterson property. The bidder Rider Bros Inc. conformed to the minimum bid requirements of Resolution 19-05 and in all respects met the requirements of Resolution 19-05.
On motion by Trustee Madrigal Lopez and seconded by Trustee Cordes, and carried on a roll call vote of 4-1, Trustee O'Leary being the No vote, the Board of Trustees authorized the Superintendent to negotiate the lease of the Doris Patterson property for 3 years.

PUBLIC MEETING – AUCTION TO ENTER INTO AN AGRICULTURAL LEASE OF THE DORIS/PATTERSON PROPERTY
(Motion # 19-14)

E.1 On motion by Trustee Cordes, seconded by Trustee O'Leary and carried a roll call vote of 5-0, the Board approved the following minutes as presented:

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

APPROVAL OF MINUTES
(Motion # 19-15)

F.1 The Board reviewed and adopted the following revised Board Policies, Administrative Regulations and Bylaws, as presented, for a second reading:

FIRST READING OF BOARD POLICIES, REGULATIONS AND BYLAWS

Revision BP 3290	Board Policy Gifts, Grants and Requests	Penanhoat
New E 3290	Board Bylaw Gifts, Grants and Requests	Penanhoat

G. CONCLUSION

SUPERINTENDENT ANNOUNCEMENTS

G.1 Mr. Karling Aguilera-Fort

- Reported he visited several schools, met with principals, parents and members of the community.
- Expressed he was overwhelmed by the warm welcome received from teachers, parents, bargaining units and staff.
- Commented he was lucky to be working such a high caliber staff.
- Indicated that he would continue researching the needs of the community.
- Expressed that one of the concerns of parents is communication and had started developing a plan with Ms. Austin.
- Offered to have a general outline report and a plan of action with short-term goals by the end of August.
- Commented that the work being done was good and had a solid foundation.
- Stated that he would address the concerns of the community.
- Indicated that he would visit more schools.
- Expressed he enjoyed attending the new teachers professional development and was able to observe that the new teachers were a little overwhelmed but happy to be working for the Oxnard School District.

TRUSTEES ANNOUNCEMENTS

Trustee Cordes

- Thanked Mr. Aguilera-Fort for participating in Oxnard community events.
- Expressed she is looking forward to the presentation on academic results.
- Indicated she is looking forward to another school year.

Trustee Vega

- Welcomed and congratulated Superintendent Aguilera-Fort.
- Welcomed all staff, faculty and new teachers.
- Requested the cabinet research the Treasury Office's program Scholar Dollar, a program that helps families learn how to save for their children education.
- Requested the cabinet analyze the impact of a future bond, if the Board would decide to place one in the next elections.

Trustee O'Leary

- Welcomed teachers and staff and thanked employees working through the summer.
- Welcomed and congratulated Superintendent Aguilera-Fort and offered his support and the Board support.

- Reported he had a conversation about education in this area and in California with NYC Mayor Bill de Blasio.

Trustee Madrigal Lopez
- Welcomed Superintendent Aguilera-Fort for his first OSD Board Meeting.
- Welcomed the new staff.
- Expressed the importance of communications between the District and the community.
- Indicated she is looking forward to the improvement of communications this year.
- Reported the previous day she attended National Night Out at Parque del Sol.
- Reported two weeks before she hosted an Oxnard Housing Authority event at Cal Lutheran and Oxnard students visited the campus.

President Robles-Solis
- Welcomed Superintendent Aguilera-Fort to the District and expressed she was looking forward to hear his new ideas.
- Welcomed the staff and thanked the teachers for their commitment to help parents raise positive students.
- Requested information on the next steps and a summary of the plan for schools

CLOSED SESSION

The Board reconvened to closed session until approximately 9:30 p.m. to discuss items in the closed session agenda.

President Robles-Solis reported actions taken in closed session.

(Motion # 19-16)

On motion by Trustee O'Leary, seconded by Trustee Cordes, and carried on a roll call vote of 5-0, the Board approved the Settlement Agreement in Case No. 2019-03-0150

(Motion # 19-17)

On motion by Trustee Vega, seconded by Trustee Cordes, and carried on a roll call vote of 5-0, the Board approved the Settlement Agreement in Case No. 2019-05-0018

(Motion # 19-18)

On motion by Trustee Cordes, seconded by Trustee O'Leary, and carried on a roll call vote of 5-0, the Board approved the Settlement Agreement in Case No. 2019-07-0221

Removal/Suspension/Expulsion of Students:

(Failed Motion # 19-19)

On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 2-3, being Trustees O'Leary and Vega the No votes, and having President Robles-Solis abstained, the Board did not approve the administration recommendation for Expulsion Records Expungement Case # 18-02.

(Motion # 19-20)

On a motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 3-2, being Trustee Vega the No vote and having President Robles-Solis abstained, the Board approved the administration recommendation for readmission Case # 18-09.

(Motion # 19-21)

On a motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-1, having President Robles-Solis abstained, the Board approved the administration recommendation for Expulsion with Suspended Enforcement Case # 18-17.

There being no further business, on motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, President Robles-Solis adjourned the meeting at 9:35 p.m. ADJOURNMENT

Respectfully Submitted,
Mr. Karling Aguilera-Fort

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 August 7, 2019, on motion by Trustee _____, seconded by Trustee_____.

Signed:

_____
President of the Board of Trustees

_____
Clerk of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** August 21, 2019

Agenda Section: Section F: Board Policies, Second Reading

Second Reading – Revision to BP 3290 and New E 3290 – Gifts, Grants and Bequests (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 (4 pages)
E 3290 (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 gift~~s~~ which may directly or indirectly impair its *authority to make decisions in the best interest of district students or its ability or* commitment to provid~~inge~~ ~~equal~~ *equitable* educational opportunities ~~for all district students~~.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Before accepting a*ny* 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. Impl~~ies~~*y* 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 ~~G~~*g*ift *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

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.